

**CONTRACT**

**BETWEEN THE**

**EAST WINDSOR BOARD OF EDUCATION**

**AND THE**

**EAST WINDSOR EDUCATION ASSOCIATION**

**JULY 1, 2014 to June 30, 2017**



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ARTICLE 1  
PREAMBLE

1.1 Legal Reference. This Agreement is negotiated under Section 10-153b through 10-153f of the Connecticut General Statutes, as amended, in order to (a) fix for its term the salaries and all other conditions of employment provided herein, and (b) to encourage and abet effective and harmonious working relationships between the Board and the professional staff in order that the cause of public education may best be served.

1.2 Communication. The Board and the Association recognize the importance of responsible participation by the entire professional staff in the educational process, planning, development and growth. To this end, they agree to maintain communication to inform about programs, to guide in development and to assist in planning and growth either by committee, individual consultation or designated representatives.

1.3 Legal Power and Duties of Board of Education. It is recognized that except as such powers are specifically limited by an express provision of this Agreement, 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 East Windsor Public Schools in all its aspects.

ARTICLE 2  
RECOGNITION

2.1 EWEA - Exclusive Representative. The Board hereby recognizes the East Windsor Education Association as the exclusive representative, as defined in Section 10-153b through 10-153f of the Connecticut General Statutes as amended, for the group of certified professional employees employed by the Board in positions requiring a teaching or other certificate, and/or a durational shortage area permit, excluding temporary substitutes and excluding employees in positions requiring an intermediate administrator or other supervisory certificate.

2.2 No teacher shall be disciplined (i.e., written reprimand, or suspended without pay) without just cause.

2.3 Unless otherwise indicated, the term "teacher" when used hereinafter in this agreement shall refer to all employees in the above unit.

2.4 All teachers employed by the East Windsor Board of Education shall join the Association or pay to the Association a service fee. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment. Said service fee shall not exceed the amount of the membership dues of the East Windsor Education Association, the Connecticut Education Association and the National Education Association.

2.5 For those teachers who have not joined the East Windsor Education Association and turned in an authorized card by October 1<sup>st</sup> by the second year of this contract, the Board of Education agrees to deduct the annual service fee from their salaries through payroll deductions.

The amount of the said service fee shall be certified by the Association to the Board prior to opening of school.

ARTICLE 3  
DURATION

3.1 The provision of this Agreement shall be effective on July 1, 2014 and shall continue and remain in full force and effect to and including June30, 2017.

ARTICLE 4  
BOARD POLICY REVISION

4.1 The Board shall make available to the teachers the complete and up-to-date texts of its Policies and Administrative Regulations.

4.2 A copy of the complete text of the Board Policies and Administrative Regulations will be given to the President of the East Windsor Education Association.

4.3 The Superintendent shall notify the Association President when new or revised Board Policy that affects the welfare of the children and the teachers in the school system is approved by the Board.

4.4 No later than the day prior to the start of school, the Board shall ensure that each teacher has received a copy of the Board's policy concerning student discipline.

ARTICLE 5  
PROFESSIONAL NEGOTIATION

5.1 Negotiating in Good Faith Before Budget Deadline. The Board and Association agree to negotiate in good faith, pursuant to Section 10-153b through 10-153f of the General Statutes as amended.

5.2 Procedure for Negotiations. The Board and the Association shall negotiate with respect to salaries and any other conditions of employment which are negotiable. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

ARTICLE 6  
SEVERABILITY

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

ARTICLE 7  
HOLDOVER

7.1 In the event that the Board and the Association shall fail to secure a Successor Agreement, as hereinbefore provided in Article 1 prior to the termination of this Agreement, the Agreement will remain in effect until the execution of a Successor Agreement.

ARTICLE 8  
NO STRIKE CLAUSE

8.1 The Association agrees that it will not cause, condone, sanction, or take part in any strike, walk-out, slowdown, or work stoppage, picketing or other similar forms of interference with the operation of the school system.

ARTICLE 9  
PROTECTION OF TEACHERS

9.1 Teachers shall report immediately in writing to their principal and to the Central Office all cases of assault and/or battery suffered by them in connection with their employment.

9.2 Such report shall be forwarded unedited through the Superintendent to the Board, which shall furnish said teacher with any information in its possession not privileged under law which relates to the incident or persons involved.

9.3 The Board will inform the Association of their decision as soon as reasonable investigation and deliberation permit.

9.4 The Board shall protect and save harmless any teacher in accordance with Section 10-235 and Section 10-236a of the Connecticut General Statutes as amended.

9.5 Teachers shall not be required to transport students in their personal vehicles.

ARTICLE 10  
GRIEVANCE PROCEDURE

10.1 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 the proceedings shall be kept as confidential as is appropriate.

10.2 Definitions

A. "Grievance" shall mean a dispute between a teacher or teachers and/or the Association with the Board or Administration over the interpretation or application of a specific provision of this Agreement and/or a dispute based upon an event or condition which affects the welfare or conditions of employment of a teacher or group of teachers, except that the contents of an evaluation of a teacher's performance is not subject to grievance, and the procedures followed in the completion of an evaluation of a teacher's performance shall advance directly from Level Two to Level Four, and shall not be heard by the Board of Education.

B. "Teacher" shall mean any certified professional employee below the rank of administrator and may include a group of teachers similarly affected by the grievance.

C. "Party in interest" shall mean the aggrieved person or persons or their designated representative as provided herein.

D. "Days" shall mean days when school is in session, except for initiating a grievance during the last two (2) weeks of school, when "days" shall mean business days.

E. "Business Days" shall mean days when the Superintendent of Schools' office is open for regular business.

10.3 Time Limits

A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limit specified may, however, be extended by written agreement of the parties in interest, at which time new evidence may be introduced by written agreement of the parties.

B. If a teacher does not file a grievance in writing within fifteen (15) days after which he/she knew, or should have known, of the act or condition on which the grievance is based, then the grievance shall be considered to have been waived.

C. During the last two (2) weeks of school, if a teacher does not file a grievance in writing within fifteen (15) business days after which the grievance is based, then the grievance shall be considered to have been waived. A grievance filed during the last two (2) weeks of school shall be filed at formal level two (2) and all preceding levels of the grievance procedure shall be waived by the parties.

When a grievance is filed under Section C above, the grievance shall not be processed until the start of the forthcoming school year, unless the parties involved mutually agree in writing to continue the grievance.



D. 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.

E. Failure by the Administrator involved to render his/her decision within the specified time limits shall be deemed to be a denial of the grievance submitted.

#### 10.4 Informal Procedure

A. If a teacher feels that he/she may have a grievance, he/she will first discuss the matter with his/her principal in an effort to resolve the problem informally, with or without the assistance of the Association. The time utilized to pursue the informal procedure shall not toll the time limit for the filing of the formal grievance at Level One or Level Two, whichever is applicable, unless the parties have agreed to waive said timeline.

B. If a 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 informally with the principal.

#### 10.5 Formal Procedure

##### A. Level One - School Principal

(a) If the Aggrieved Teacher is not satisfied with the outcome of informal procedures, he/she shall submit his/her claim as a written grievance to his/her principal, with a copy to the Association. The written statement of the grievance shall contain a statement of the facts, the remedy requested and a reference to that provision of this Agreement which the teacher claims has been violated.

(b) The Principal shall, within five (5) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the Aggrieved Teacher, with a copy to the Association.

##### B. Level Two - Superintendent of Schools

(a) If the Aggrieved Teacher is not satisfied with the disposition of his/her grievance at Level One, he/she shall, within three (3) days after the decision, or within eight (8) days after his/her formal presentation, file his/her written grievance with the Association for referral to the Superintendent of Schools.

(b) The Association shall, within five (5) days after receipt, refer the grievance to the Superintendent, but prior to so doing, the Association shall provide an opportunity for the Aggrieved Teacher to meet with the appropriate Association committee to review the grievance.

(c) The Superintendent, or his/her designee, shall, within ten (10) days after receipt of the referral, meet with the Aggrieved Teacher and with representatives of the Association (if the teacher so desires) for the purpose of resolving the grievance.

(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 Association.

C. 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 shall, within three (3) days after the decision, or within five (5) days after the final hearing, file the grievance again with the Association for appeal to the Board of Education.

(b) The Association may, within three (3) days after receipt, refer the appeal to the Board of Education.

(c) The Board of Education shall, within fifteen (15) days after receipt of the appeal, meet with the aggrieved and with representatives of the Association (if the teacher so desires) for the purpose of resolving the grievance.

(d) 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 Association.

D. Level Four – Arbitration

(a) If the Aggrieved Teacher is not satisfied with the disposition of his/her grievance at Level Three and the grievance is based upon a dispute arising from the interpretation of the specific language of this Agreement, he/she shall, within three (3) days after the decision, or within six (6) days after the Board meeting, request in writing to the President of the Association that his/her grievance be submitted to arbitration. The decision of the Board shall be final and binding on all other matters.

(b) The Board and the Association or their designated representatives shall, within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, the American Arbitration Association shall immediately be called upon to select the single arbitrator.

(c) The arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the records of prior hearings, and shall hold such further hearings with the Aggrieved Teacher and other parties in interest as he/she shall deem appropriate. The Arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all of the terms of this Agreement. He/she shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement.

(d) The Arbitrator shall render his/her decision in writing to all parties in interest in accordance with AAA rules, setting forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision of the Arbitrator shall be final and binding upon any parties in interest.

(e) The cost of the service of the arbitration shall be borne equally by the Board and the Association.

10.6 Rights of Teachers to Representation

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

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

10.7 Miscellaneous

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

B. Forms for filing and processing grievances are found in the Appendix attached hereto and are made part of this Agreement. The Superintendent shall have a supply of the forms as needed for the filing of a grievance.

C. When it is necessary, pursuant to the Grievance Procedure, for a School Representative, a member of the Committee on Professional Rights and Responsibilities, or other representative designated by the Association to attend a grievance meeting or hearing during a school day, he/she shall, upon advance notice to his/her building principal and to the Superintendent by the President of the Association, be released without loss of pay, as necessary, in order to permit participation in the foregoing activities. Any teacher whose presence in such meetings or hearings as a witness is necessary shall be accorded the same right. At no time shall more than two (2) members of the Association, in addition to any witnesses, be released from his or her duties pursuant to this section.

ARTICLE 11  
SCHOOL CALENDAR

11.1 To the extent required by law, the Board and Association will negotiate mandatory items, as such items, affect the calendar.

11.2 The work year for certified personnel shall be 187 days. The total work days in the year shall include a minimum of four (4) in-service days for professional development, plus one (1) full day on which orientation will occur, all of which shall be scheduled prior to the last student day. If the Board schedules additional school days beyond the scheduled days, such days shall not include Saturdays, Sundays or legal holidays on which state statute prohibits the Board from scheduling school or work days. If the Board schedules additional work days other than school days beyond the scheduled days, such days shall not include Saturdays, Sundays or scheduled vacation periods or legal holidays. Teacher work days shall not be scheduled between July 1 and no earlier five (5) weekdays (Monday-Friday) prior to the start of the student school year, except for new teacher orientation, which may occur outside these guidelines.

Guidance Counselors may be scheduled up to an additional ten (10) days beyond the normal work year. The Guidance Counselor/Guidance PLC Leader (5-12) shall be scheduled an additional five (5) work days beyond the guidance work year.

A. For every full work day beyond the scheduled number of work days, certified personnel shall be paid 1/n of his/her annual rate of pay:

B. For any additional workday of two (2) hours and fifteen (15) minutes or less beyond the scheduled number of workdays, certified personnel shall be paid 1/3 of 1/n of his/her annual rate of pay.

C. For any additional workday that exceeds two (2) hours and fifteen (15) minutes beyond the scheduled number of work days certified personnel shall be paid a full day's pay (1/n) of his/her annual rate of pay.

11.3 If April vacation or any part thereof is to be used to make up lost days, teachers must be notified no later than March 20 of the year the vacation is to be used, unless the decision to use some or all of April vacation is made due to circumstances arising on or after March 20.

ARTICLE 12  
TEACHERS' SCHOOL DAY AND ADDITIONS TO

12.1 The teacher workday shall be seven hours (7) and five (5) minutes. Up to six (6) hours and thirty-five (35) minutes of the teacher work day may be used for the student school day. If the Board exercises its unilateral right to increase the student school day at one or more of its schools, the Board and the Association shall bargain over the impact of such increase, if any.

12.2 Teachers are not required to remain after the teacher workday, or to arrive before the teacher workday for longer than one (1) hour to attend the following staff meetings.

- General faculty meetings or other staff meetings called by the Superintendent of Schools.
  - Building meetings called upon specific days of each month
  - Team meetings, grade level meetings, department meetings, or special groups authorized by the Superintendent of Schools.
- A. A schedule for faculty meetings, department meetings, and other administrative meetings shall be given out in September, for the first quarter. All other schedules shall be given out five days prior to the start of the new quarter. Specific content for meetings shall be given out the month prior to the start of each month, where practicable. This schedule is subject to change, and where practical, a twenty-four hour notice will be provided.
- B. In any event, teachers shall not be required to remain involuntarily for more than four (4) meetings per month.

- C. One of the four meetings per month shall be used for teaming, collaboration, and other efforts to enhance uniformity of instruction. This meeting shall not be used for a general faculty meeting or a building meeting, and shall not be administrator dominated.

12.3 In the event that special or unusual circumstances such as weather cause the school day to be terminated early, teachers will be allowed to leave after the students are dismissed and supervision has been transferred.

12.4 Teachers shall continue to attend Open House except under unusual circumstances, which must be approved by the principal or his or her designee.

12.5 Teachers shall be available for evening conferences with parents on two dates in the fall and two dates in the spring. If there are more than two evening conferences scheduled in any school year, the third and fourth conferences shall be in lieu of conferences that occur during the day. The Superintendent shall designate the evenings on which each school shall be open for this purpose.

12.6 At least every other year, each teacher shall serve on a committee of his/her choice (which may include for example: Curriculum, Early Intervention, Leadership, Professional Development, Strategic Planning), which shall meet monthly. If in the event that certain committees do not have a membership, the Administration can make necessary recommendations to the Board of Education for its consideration and implementation. If the committee mandates staff representation the Administration reserves the right to select staff.

12.7 Each teacher in grades 5 through 12 shall remain after school for either two one-half hour sessions per month or one hour session per month, at the teacher's discretion and scheduling, to assist students with academic work. The teacher shall not be permitted to schedule the sessions at times that will discourage student attendance. There shall be no lesson plans required. Teachers who perform after school work for stipends, including but not limited to coaches, shall remain after school for a total of ten (10) hours over the course of the school year.

12.8 Emergency Procedures- Should an emergency occur which affects the safety of the students and/or the employees of the East Windsor Public Schools, the following guidelines are set forth to govern an orderly resolution to the emergency.

- A. The Board delegates all responsibility for development and implementation of emergency procedures to the Superintendent of Schools.
- B. The Superintendent has the responsibility to determine and implement the emergency procedures that may result in a shortened day for students and employees.
- C. Should the emergency situation result in an adjustment to the regularly scheduled and published school day schedule, the Superintendent or his/her designee will authorize teachers to be dismissed from their assignments after the last student has safely departed from the school.

- D. The principal of the school, as authorized by the superintendent or his/her designee will determine when the last student has safely departed and that all of the staff responsibilities have been met in order to safeguard the welfare of the students. The principal will then dismiss teachers from the school site.
- E. Should students not be able to leave the school, the principal may designate staff remain with their students to provide appropriate supervision until the emergency situation has passed or parents have assumed the responsibility for their children. In such situations, the Superintendent or his/her designee shall notify the Association President.
- F. In the event of an extreme emergency situation, the Superintendent or his/her designee may deviate from the aforementioned procedure when in the best interest of the safety of the students and/or staff. He/She will attempt to notify the President of the Association as soon as possible after the emergency situation has passed to apprise the Association of the circumstances surrounding the deviation from the procedure.

12.9 The Board reserves the right to change the workday set forth above. Should the Board change the length of the workday, Appendix A shall be subject to reopening for the year in which such change is effective, and the Board shall negotiate with the Association over the impact of such change, if any, on the members of the bargaining unit.

### ARTICLE 13 DUTY-FREE LUNCH

13.1 All teachers shall have an uninterrupted duty-free lunch period of at least the same duration as that of the students and within the school lunch period, currently twenty-five minutes.

13.2 It is understood that teachers are free to leave the school during their scheduled lunch period provided the school office is notified prior to departure and at the end of the duty-free lunch that they have returned.

### ARTICLE 14 TEACHING PERIODS AND ASSIGNMENTS

14.1 All teachers on a departmental basis shall be scheduled for no more than five (5) teaching periods and one (1) duty assignment, except on a voluntary basis. Teachers who volunteer to teach a sixth class shall do so in lieu of a preparation period not a duty. The parties recognize the Board's unilateral right to alter the scheduling of the student day and or create new programs, including block scheduling. If the Board exercises such rights, the parties will bargain over any impact for which impact bargaining is required under C.G.S. 10-153f.

14.2 Teachers initially employed by the Board shall receive their building, grade and/or subject assignments from the Superintendent's office.

14.3 Teachers already in the system shall receive notification of their assignment for the ensuing year, as soon as practical, but prior to the last day of school, if the town budget is

adopted before June 1. In the absence of a budget, assignments will be sent to teachers by the last Friday in July.

14.4 Teachers shall be notified in writing of any changes in their programs and schedules for the ensuing school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes or assignments that they will have. In the event of a change in circumstances or conditions during the months of June, July or August (resignation, death, promotion, termination and leave of absence, for example) such assignments may be changed only after consultation with the teacher; if the teacher is not available for consultation, he/she shall be notified by mail. This can only be done after a letter to consult has been mailed and seven (7) calendar days have passed.

14.5 In the determination of assignments, certification, seniority and then the convenience and wishes of the teacher shall be considered to the extent that these considerations do not conflict with the instructional requirements.

14.6 In arranging schedules for teachers who are assigned to more than one (1) school, every effort shall be made to limit the amount of inter-school travel. Such teachers shall be reimbursed at the Standard Mileage Rate currently allowed by the Internal Revenue Service, for travel between schools during any given school day. At no time should the travel time be considered part of a teacher's preparation time or duty-free lunch period.

14.7 Upon the request of his/her physician subject to consultation with the school medical advisor, an expectant teacher or the spouse may be excused from his /her duties when there exists a risk of contagion of a disease potentially harmful to the fetus (including but not limited to Fifth's Disease.) Said teacher shall be reassigned to another building or be assigned to an out of school task supplied by the Superintendent of schools provided one is available. If none is available then the teacher shall be allowed to pay the substitute and retain their sick days for every other day, e.g., out for 12 days pays sub for 6.

## ARTICLE 15 PREPARATION PERIODS

15.1 Teachers shall have, in addition to their lunch period, one preparation period per day within the student school day. In the secondary schools, the length of the preparation period shall be the same as the length of a regular class period. In the elementary schools, teachers shall receive at least forty (40) consecutive minutes per day of preparation time during the student day. Full time kindergarten teachers shall receive forty (40) minutes preparation time per day. Kindergarten preparation time may be scheduled in non-consecutive blocks.

15.2 The Building Principal, or his/her designee, may cancel teacher preparation periods in the event of an emergency. Such emergency includes late openings, late arrival by teachers during inclement weather, early dismissals, unexpected illness, injury or emergencies which require that a teacher leave school after the start of the school day, or other similar emergencies.

15.3. When a preparation period is lost under the condition enumerated in Pay for Extra Duty Article, a teacher shall be compensated as stated in that Article.

ARTICLE 16  
TEACHER TRANSFER

16.1 The major factor in deciding any question related to transfers shall be in the best interests of the educational system.

16.2 When a reduction in the number of teachers in a school is necessary, qualified volunteers shall be transferred first.

16.3 When involuntary transfers are necessary, considerations shall include certification, experience, ability, qualifications, and all things being equal, such transfers shall be determined by length of service with teachers who hold the least seniority being involuntarily transferred first.

16.4 An involuntary transfer shall be made only after a meeting between the teacher involved and, if the teacher so desires, an EWEA Representative, the Superintendent or his/her designees, at which time the teacher shall be notified of the reason(s) for the transfer. If the Teacher believes that he/she has been aggrieved by the transfer, he/she may initiate a formal grievance at Level Three.

16.5 Positions/vacancies shall be posted for five business days within the district first, then the district shall open the position to the public except during the month of August, during which the position shall be posted simultaneously. Teachers who desire to transfer to another building shall file a written statement of such desire with the Superintendent not later than March 1st. Such statement shall include the grade and/or subject to which the Teacher desires to be assigned and the school or schools to which the Teacher desires to be transferred.

16.6 Notification of involuntary transfer shall be given to the teacher as soon as practical and under normal circumstances not later than June 1st.

16.7 Transfers shall not be made in an arbitrary or capricious manner.

16.8 Prior to any involuntary transfer taking place, the President of the East Windsor Education Association will be notified in writing of such transfer within the teaching unit.

ARTICLE 17  
POSITIONS AND VACANCIES

17.1 The Superintendent shall post a list of all vacancies and new positions within five (5) days of their occurrence. Vacancies and new positions which occur between the last day of school in June and the first day of school in the ensuing school year shall be sent by



email to the Association President and Secretary. During the summer, all vacancies shall be posted on the district's website. Qualifications for the vacancy or new position shall be listed in the posting.

17.2 Teachers wishing consideration for vacancies occurring during the summer shall leave notice with the Superintendent, and stamped, self-addressed envelopes by the last day of school in June.

17.3 Any bargaining unit position newly created shall be posted in all the schools. The EWEA President shall be notified in writing of the creation of said position.

## ARTICLE 18 TEACHER TERMINATION

18.1 Recognizing that it may become necessary, in certain circumstances, to eliminate certified staff positions, this Article provides a fair and orderly process, should such eliminations become necessary.

18.2 As used herein, the term "Teacher" shall apply to any employee of the Board of Education who holds a regular certificate issued by the Connecticut State Board of Education, and is within the Teachers' Bargaining Unit.

18.3 The Board of Education may exercise its right and power to reduce the number of staff positions without determining which teacher contracts will be terminated.

18.4 Prior to commencing action to terminate teacher contracts as outlined in this Article, the Board of Education will give due consideration to eliminate positions and/or reduce staff by:

- A. Voluntary resignations
- B. Voluntary retirements
- C. Voluntary leaves of absence
- D. Transfer of existing staff members

18.5 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 teacher 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 which are held by non-tenure teachers in addition to positions which are open and available. Determination of those to be released shall be in the following order:

- A. Non-tenure teachers
- B. Tenure teachers holding Provisional Certification
- C. Tenure teachers holding Professional Certification

18.6 Within the separate categories established under 18.5, the following criteria will be applied at the Board's discretion when selecting those non-tenure teachers who are to be

considered for termination. But within the separate categories of tenure teachers, the following criteria shall be applied in sequential order to select those teachers who are to be considered for termination:

- A. Areas of certification;
- B. Total years of teaching in the East Windsor System;
- C. Over-all performance and ability, as determined by the evaluation process;
- D. Total years of teaching experience;
- E. Degree status;
- F. Teaching experience in other positions which may be available.

18.7 An employee who has been laid off pursuant to this Article may continue to participate in any group insurance program in which he/she was a member for a period of two (2) years, provided he/she pays the full cost for the premium for such coverage and that the provisions of the appropriate group policy permit such continuation.

18.8 All terminations to teachers, under this Article, shall take place in accordance with the provisions of Section 10-151 of the Connecticut General Statutes and shall not be subject to any grievance procedure or arbitrations, except in cases where the Board violates the Contract. Instead, any hearings necessary, in cases of reduction in staff, shall be conducted in accordance with the provisions of Section 10-151 of the Connecticut General Statutes.

#### ARTICLE 19 TEACHER RECALL

19.1 Any teacher laid off pursuant to Article 18 shall have recall rights for a period of fifteen (15) months from June 30 of the year in which he/she was laid off, to any teacher position in the school system which becomes vacant, or open, for which he/she is certified.

A. If a teacher position becomes open during such a period, and a teacher on the reappointment list is certified to hold that position, then, the teacher will be notified, in writing, by registered mail, sent to the teacher's last known address, with a copy to the Association President, at least twenty (20) calendar days prior to the anticipated date of re-employment, where possible.

B. Any teacher so notified shall accept or reject the appointment, in writing, to the Superintendent's office within ten (10) calendar days after receipt of such notification. If the teacher rejects the appointment, or fails to respond according to this procedure: The teacher's name shall be removed from the reappointment list, and he/she shall forfeit all such recall rights. Teachers shall be recalled in their inverse order of layoff, to positions for which they are certified.

C. In the event of recall, the teacher shall be placed on the salary schedule at the level he/she had attained when terminated unless the recalled teacher position filled specifically pays a lesser compensation.

D. A laid-off teacher who is recalled shall be granted any sick leave entitlement he/she has accrued, up to the point of lay-off, for which he/she was not compensated.

ARTICLE 20  
JURY DUTY

20.1 Any teacher who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The amount of compensation received for duty, excluding traveling expenses, shall be deducted from the staff member's salary.

ARTICLE 21  
PERSONAL BUSINESS

21.1 In the event a certified employee has personal or legal business which cannot be transacted other than during the school day, an annual maximum of three (3) days of leave will be granted at full pay. Such days may be taken on a half-day basis.

21.2 Such leave is not cumulative from year to year.

21.3 The teacher shall submit a request in writing, with reason, to the Superintendent for approval at least three days prior to taking the leave.

A. Of the three days defined in Section 21.1, one day may be used by teachers as a discretionary personal day that shall be granted with no reason being required.

21.4 In the event a teacher needs leave for the observance of a religious holy day, the Superintendent shall grant the teacher up to two and one half (2 ½) personal days, provided that the request for approval is submitted at least five (5) school days prior to the date of the leave.

21.5 Personal leave cannot be used to extend vacation periods or holidays, unless approved by the Superintendent.

ARTICLE 22  
EMERGENCY LEAVE

22.1 In cases of emergency which must be attended to during the school day, an annual maximum of one (1) day of leave will be granted at full pay.

22.2 Such leave is not cumulative.

22.3 Prior notification to the Building Administrator is required where applicable.

22.4 After-the-fact approval by the Superintendent is required.

ARTICLE 23  
BEREAVEMENT LEAVE

23.1 In case of death in the immediate family, a professional employee will be allowed a maximum of three (3) days of absence for each occurrence at full pay.

23.2 Immediate family is defined as follows:

- A. Husband and Wife
- B. Children
- C. Father and Mother, Father-in-law and Mother-in-law
- D. Brother and Sister, Brother-in-law and Sister-in-law
- E. Grandfather and Grandmother
- F. Any person who is domiciled in such teacher's house

23.3 Special requests, other than immediate family, may be granted at the Superintendent's discretion.

ARTICLE 24  
SICK LEAVE

24.1. Fifteen (15) days. Teachers shall be entitled to sick leave with full pay up to fifteen (15) working days per year accumulative to one hundred eighty-seven (187) days. Such accumulated leave shall be calculated in June and added to the fifteen days for the following year. Teachers shall be allowed to use three (3) days per year for illness in the immediate family.

24.2 a. When a teacher has accumulated) one hundred eighty-seven (187) sick days as of June and receives his/her additional fifteen (15) days at the beginning of the next school year, such teacher shall be eligible to receive twenty five dollars (\$25.00) per unused sick days for all days above 187 provided the teacher has not used more than three (3) sick days in the respective school year.

b. In calculating this payment, discretionary personal days, as defined in Article 21, shall be charged as if they were sick days. Payment will be made to the teacher within fifteen (15) calendar days of the close of the school year.

24.3 In exceptional circumstances, the Board of Education may grant additional sick leave beyond accumulated sick leave at a rate of pay equal to the difference between their substitute's pay and the teacher's regular rate of pay.

24.4 Teachers who are on workers compensation leave shall be entitled to use one sick day for every three days of workers comp leave for the purpose of supplementing their workers compensation reimbursement. Partial sick days cannot be used to supplement workers compensation reimbursement.

ARTICLE 25  
PARENTHOOD LEAVES

25.1 Child Bearing Leave shall be granted in cases of maternity-related disability in accordance with the Connecticut General Statutes.

25.2 Child Rearing Leave may be available to teachers on tenure according to the following provisions.

A. Child rearing leave shall be in addition to any leave granted for child bearing purposes, under Section 25.1 above.

B. Application for child rearing leave must be submitted to the Superintendent, in writing, on forms provided by the Superintendent, no less than thirty (30) days prior to the anticipated date of the commencement of either child bearing or child rearing leave, whichever is sooner.

C. Child rearing schedule: Any teacher who commences child rearing leave during any one of the following segmented periods will select either option #1 or #2 which designates the month and school year that the teacher will return:

<u>SEGMENTED PERIODS</u>	<u>Option #1</u>	<u>Option #2</u>
Sept./Dec.	January of the same school year	September of the next school year
Jan./June	September of the next school year	January of the next school year

D. The commencement and return dates of such leave shall be mutually determined by the Teacher and the Superintendent.

E. During child rearing leave, all insurances and other fringe benefits, and payment to the State Teacher's Retirement System shall be borne by the Teacher.

F. A teacher on leave under the Article shall be assigned to his/her original position or to another professional position consistent with the teacher's certification and qualifications subject to Article 25.2D and/or Article 18.

ARTICLE 26  
ACADEMIC LEAVE

26.1 Programs of Study Beginning Before the Close of School. A teacher may, upon recommendation of the Superintendent and approval of the Board, be allowed leave, without loss of pay, to begin a regular program of graduate study which necessitates personal presence in advance of the close of the school year.

26.2 The Superintendent shall accept or deny requests within six (6) school days of their receipt and in the case of denial, the Superintendent shall within three (3) days meet with the Teacher to discuss the reasons for denial.

ARTICLE 27  
PROFESSIONAL LEAVE

27.1 Professional leave days may take the form of observation of an activity in another school system, attendance at conventions, workshops, or other such activities that will contribute to the effectiveness of the instructional program.

27.2 All requests for professional days shall be forwarded through the Building Principal for approval by the Superintendent. The Superintendent shall have the discretion to permit or deny professional leave.

27.3 Such leave shall not be charged to the individual teacher's personal days.

ARTICLE 28  
ASSOCIATION LEAVE

28.1 If negotiation meetings between the Board and the Association are scheduled during normal working hours of a school day, not more than six (6) representatives of the Association shall be relieved from all regular duties without loss of pay, as necessary, in order to permit their attendance at such meetings.

ARTICLE 29

## SABBATICAL LEAVE

29.1 The number of sabbaticals granted each year is within the Board of Education's discretion. However, that discretion shall not be abused by arbitrarily denying all sabbaticals.

29.2 The Superintendent of Schools shall review applications for sabbatical leave and may recommend worthwhile programs or independent work to the Board for final action subject to the following conditions:

A. Professional employees seeking sabbatical leave may appeal to the Board if their application is not recommended by the Superintendent.

B. No more than two (2) of the total staff shall be absent on sabbatical leave at one time.

C. Requests for sabbatical leave must be received by the Board of Education in writing in such form as may be required no later than January 15th of the year preceding the school year in which the sabbatical is requested. It is understood that the deadline of January 15th shall be waived at the discretion of the Board of Education when fellowships, grants or scholarships awarded later in the year make such a deadline unreasonable.

D. The teacher shall be eligible to be considered for a sabbatical leave after at least seven (7) consecutive, full years of active service in the East Windsor School System.

E. Sabbatical leave shall be for up to a full academic year and the professional staff member shall receive no salary.

F. The Board of Education shall pay the professional staff members fringe benefits as stated in the Fringe Benefit Article of this Agreement.

G. The teacher, as a condition to the acceptance of the sabbatical leave, shall agree to return to employment in the system for one (1) full year. In the event the teacher shall not so return, the teacher shall reimburse the Board fully for health insurance payments made by the Board.

H. The teacher returning from sabbatical leave shall be placed on the appropriate step on the salary schedule as though he/she had been in active service in the system for the year of the sabbatical leave. The sabbatical shall not affect continuity of service nor accrual of years of service toward longevity benefits.

I. The Board of Education maintains the right to reject requests for sabbatical leave.

## ARTICLE 30 LEAVES OF ABSENCE

30.1 Upon the recommendation of the Superintendent and the Board's approval, leave of absence without pay may be granted to a teacher for up to one (1) year.

ARTICLE 31  
SALARY GUIDES

31.1 The Board shall reimburse teachers according to basic salary schedules and other salary conditions. The salary schedules in the Appendix attached hereto are hereby made part of this Agreement.

31.2 Teachers shall be given a written statement at the start of the school year that includes salary, appropriate salary schedule, step, number of years of teaching or equivalent experience salary is based on and number of years employed in the East Windsor school system.

31.3 All teachers will receive a salary increase according to existing salary schedules unless a salary increment is withheld by the Board of Education. If a teacher is at maximum salary on any one of the salary schedules, the teacher may be denied a salary increase equal to the amount of the average increment for that schedule or the total amount of the raise, whichever is less.

31.4 In order to be eligible for a change in degree status at the start of school in September, the teacher must notify the Superintendent of Schools of anticipated changes in degree status by April 1st of the previous school year on forms provided by the Superintendent. The teacher must submit official transcripts and/or notice of completion of degree program on the letterhead of the degree granting institution by October 15th in order to receive a degree change to a higher salary classification in that school year.

31.5 For work beyond the Bachelor's Degree, the Superintendent must be consulted prior to starting the work, unless it is part of a planned graduate program approved by the college or university, as the Superintendent is authorized to make the final decision on courses for which non-program credit will be allowed. All such courses must be approved by the Superintendent prior to the start of the course.

31.6 For work beyond the Bachelor's Degree, a grade average of "B" or better must be earned by the teacher.

31.7 The Board of Education reserves the right to withhold any increment in salary for reasons set forth in the East Windsor Teacher Evaluation Booklet, as most recently amended. The effects of each withheld salary increment shall last not more than three (3) years. Any teacher who has lost an increment may apply to the Superintendent for earlier restoration. Such decision may not be submitted beyond Level Three (Board of Education) of the grievance procedure.

31.8 Loss of pay shall occur for any unauthorized absences based on the rate of the teacher's annual pay. The denominator will be equal to the number of teacher work days in the school calendar. The numerator will be equal to the number of days of pay to be lost.

31.9 Teachers shall receive \$32.63 in year 1, 33.12 in year 2, 33.62 in year 3 per hour for summer school teaching, at-home tutoring, curriculum writing, preparing for and presenting



workshops for the district, based upon a mutually agreed upon timeframe between the teacher and the administrator.

ARTICLE 32  
STAFF SALARIES

32.1 During the duration of this Agreement no newly hired teacher shall be placed at a salary level (step) higher than any teacher currently in the system with the same teaching and/or equivalent experience in the subject and/or related area. The Superintendent shall have the right to offer a signing bonus of \$1000 to any teacher new to the District who is certified in and hired into a position in a shortage area recognized by the State of Connecticut Department of Education.

32.2 The salaries of all teachers covered by this Agreement are set forth in Appendix A which is attached hereto and made part of this Agreement.

32.3 All teachers shall be paid on a ten (10) month basis, with either twenty-two (22) equal paychecks per year, or twenty-two paychecks including one balloon check (equivalent to the 22<sup>nd</sup> check plus four (4) paychecks) at the end of the school year.

- a. If a teacher wants to elect the balloon check option, the Board must receive said election by June 1
- b. Elections for balloon checks shall remain in place unless changed by the teacher by June 1;
- c. New hires may not elect balloon checks for the first year of their employment;
- d. Balloon check elections cannot be changed in the middle of the year;
- e. If no election is made by a teacher, the teacher will receive twenty-two equal pays.

32.4 A first paycheck shall be issued on the first scheduled payday of the districts normal pay schedule once the work year begins. Thereafter, paydays will occur biweekly in accordance with said schedule.

32.5 A schedule of paydays shall be issued to all teachers before September 1st.

32.6 The Board of Education shall make payroll deductions for any teacher who lives in Massachusetts and wants Massachusetts state taxes deducted from his/her pay.

32.7 The employee will authorize the deduction in writing within the first ten (10) school days of each school year.

32.8 The Board shall provide direct deposit of employee paychecks to the bank or credit union of their choice. Employees who elect this option shall provide the Board of Education with the proper forms by August 1.

32.9 Inasmuch as no future increment is offered beyond the last step of the salary schedule, for the school year 2002-2003, the Board shall grant a longevity payment of \$750 to teachers with twenty-five (25) years of experience in East Windsor, and \$1,500 to teachers with thirty (30) years of experience in East Windsor. For the remainder of this contract, for those teachers hired before September 1, 2002, the Board shall grant a longevity payment of \$750 to teachers with twenty-five (25) years total teaching experience, and \$1,500 to teachers with thirty (30) years total teaching experience. For those hired after September 1, 2002, the longevity payments of \$750 and \$1,500 will be paid for in district teaching only.

ARTICLE 33  
PAY FOR EXTRA DUTY

33.1 Duty for which extra compensation shall be paid and the amounts of such compensation are set forth in Appendix B through E (Extra Stipend).

33.2 Individual supplementary one (1) year contracts shall be issued for positions listed in Appendix B - E, the Extra Stipend Schedule. Qualified internal candidates shall be given preference over external candidates, when a position becomes vacant.

33.3 Involuntary assignments shall not be made in an arbitrary and capricious manner.

33.4 Any teacher who loses his/her preparation period(s) because they are covering class(es) for another teacher(s) shall be compensated at the rate of fifteen dollars (\$15.00) for each period/hour lost. Written notification signed by the Building Administrator shall be given to the teacher prior to fulfillment of the duty. A teacher who has more than the contractual number of preparation periods shall be compensated under this Article only for loss of preparation periods below that contractual number. For example, a teacher with an average of six (6) preparation periods per week who loses one (1) shall not receive compensation, but if the teacher loses two (2) he/she shall be compensated for one (1).

33.5 In the event a substitute is unattainable and the teacher covers a period/hour, the teacher shall be compensated at the rate of fifteen dollars (\$15.00) per period/hour covered.

33.6 Any teacher who serves as a Mentor or a TEAM Advocate shall receive \$500 above his/her salary.

33.7 Any teacher who has attained certification from the National Standards Board of Teacher Certification shall receive \$1,000 added to his/her salary annually.

ARTICLE 34  
RETIREMENT

34.1 Upon the retirement of any teacher who has served in the school system for at least ten (10) consecutive years, and who does not meet the requirements under Article 32.10, the Board will pay one hundred dollars (\$100.00) per year in the system. All leaves of absence shall

not count when determining the years of consecutive service, nor shall they be considered as an interruption in employment.

ARTICLE 35  
FRINGE BENEFITS

35.1 In each year of the contract, the Board shall offer employees covered by this contract two (2) options for health insurance, which are:

1. A High Deductible Health Plan (HDHP) including the Blue View Vision Rider Plan D, with \$2000 single/\$4000 two-person and/or family annual deductibles., the summary of which is attached. The Board shall make a Health Savings Account (H.S.A.) available to teachers to fund the deductible on a pretax basis via payroll deduction.
2. A Preferred Provider Plan, the summary of which is attached, which shall include:
  - a. Dependent coverage - to age 26
  - b. Deductible for out-of network \$200/400/500.
  - c. Prescription Drug Benefits Rider - \$10/\$25/\$40 formulary drug rider with unlimited maximum, 2x retail co-pay for mail order.
  - d. Home and Office is \$20.

35.2

a. The HDHP/HSA plan shall be the primary plan. The Board shall pay 80% of the cost of the HDHP/HSA plan listed in 35.1.1 above for full time employees, their spouses and dependent children.

i. In each year of the agreement, the Board shall contribute 50% of the applicable annual deductible for each teacher who selects the HDHP/HSA. For the 2014-2015 school year, this contribution shall be made in full on or about July 1, 2014 for all employees hired before June 30, 2013. Thereafter, this contribution shall be made in two equal installments, the first on or about July 1, and the second on or about January 1.

The Board shall offer a HDHP with a Health Reimbursement Account (HRA) option as the base health insurance plan for teachers who are not eligible to participate in an HSA. The plan itself will have the same benefits and deductible as the HDHP/HSA. However, it will feature an HRA that will reimburse eligible claims that are applied to the medical plan deductible up to the same total dollar coverage amount as would otherwise have been contributed to a participant in the HSA at the same enrollment coverage.

b. Teachers who elect the PPO as their plan will pay the difference between the Board's share of the HDHP/HSA including the Board's contribution towards the deductible amount, and the total cost of the applicable premium for the PPO.

c. The Board of Education shall offer the Blue Cross/Blue Shield Full Service Dental Plan with Rider A to all employees, regardless of the health insurance program they select. The Board shall pay 75% of the cost of the Blue Cross/Blue Shield Full Service Dental Plan with Rider A for full time employees, their spouses and dependent children.

d. The Board will pay the pro rata portion of the above amounts for health insurance for part-time employees, their spouses and dependent children.

35.3 Employees shall notify the East Windsor School Business Office, in writing, of their choice for health insurance by the first day of June of each year.

35.4 The Board will pay 100% of the cost of \$20,000 term life insurance for each employee.

35.5 During the life of this Agreement, the Board may elect to change the insurance carrier(s) or third party administrator(s) for any of the benefits specified in this article. Prior to changing carriers (or third party administrator) under this section, the Board shall notify the President of the Association at least thirty (30) days in advance of the nature of the change and the reasons for the change. Any changes in carrier (or third party administrator) must provide comparable benefits, administration and network to the members of the bargaining unit and their dependents, considering the plan as a whole. If during the thirty day period set forth above, the parties cannot agree that this is the case, either the Board or the Association may invoke arbitration as provided under this Agreement for the purpose of determining whether the proposed change or changes will result in comparable benefits, administration and network considering the plan as a whole. Any arbitration under this clause will be final and binding as provided by the contract, preferably before an arbitrator experienced in insurance matters.

35.6 The Board and the Association agree to maintain the I.R.S. Section 125 for premium costs.

35.7 All teachers who retire during the term of this Agreement may participate at their own expense in a package of insurance to the extent permitted by law.

35.8 The Board of Education shall offer a full flex benefits plan Section 125 pre-tax premium conversion account to all teachers for the purpose of allowing teachers to meet their insurance premium share contribution and to cover medical expenses and dependent care, on a tax-free basis to the extent permitted by law. The Board shall pay the set-up fee for such account and teachers shall pay the monthly service fee.

## ARTICLE 36 INSURANCE INCENTIVE

36.1 Any teacher in the school system, hired prior to July 1, 2005, may elect to waive the health insurance coverage and Major Medical in Section 35.1 above and in lieu thereof receive a yearly sum of fifteen hundred dollars (\$1,500.00). Teachers who elect to make such waiver shall notify the Board in writing by July 1 of any year of this Agreement that he/she is canceling

his/her participation and coverage and the participation and coverage of his/her dependent(s) in the insurance plans

36.2 The Board shall make payment to all teachers eligible in accordance with Section 36.1 in the following manner:

\$750.00 in the first pay period in December  
\$750.00 in the last pay period in June

36.3 Any teacher who has notified the Board in accordance with Section 36.1 of this Article and whose insurance coverage and participation has been cancelled or any teacher not now participating in the insurance plan(s) who had a change of circumstances may apply in writing to the Board to be included in the insurance plan(s). Upon such request and subject to any regulations, restrictions, or waiting periods which may be in effect by the insurance carrier, the teacher shall be reinstated.

36.4 Any teacher who enrolls in the insurance plan(s) in accordance with Section 36.3 above shall receive pro-rata payment for those months during which he/she was not participating in or covered by the insurance plan(s) at no expense to the teacher.

ARTICLE 37  
TAX SHELTERED ANNUITIES

37.1 The Board shall make payroll deductions for any teacher who participates in tax sheltered annuities provided the following conditions are met:

A. The employee authorizes the deduction in writing by September 15th of each school year;

B. Deductions in the same amount will be taken from two (2) paychecks per month from September through June. Deductions will not be taken from the third paycheck received in the same month.

37.2 The Association shall provide the Superintendent, by September 15th of each school year, with a list of no more than seven (7) companies who are authorized to receive payroll deduction payments for tax sheltered annuities. Deductions shall be limited to the seven (7) such companies on the list.

ARTICLE 38  
DURATIONAL SHORTAGE AREA PERMIT

38.1 In accordance with the provisions of Public Act 03-174, employees working in a teaching position solely on the basis of a Durational Shortage Area Permit (DSAP) shall be included in the bargaining unit. Such individuals shall be covered by all terms and conditions of the collective bargaining agreement, except as follows:

- A. A DSAP holder shall not accrue seniority or length of service for any purpose of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously by the Board as an employee after receiving such certification, with no break in service, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of employment by the Board.
- B. The Board shall have the right, in its sole discretion, not to renew and / or terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and / or pursue a grievance under this Agreement with respect to such action.
- C. DSAP holders shall have no rights under Article 18 or Article 19 of this agreement.

ARTICLE 39  
PROFESSIONAL DEVELOPMENT COMMITTEE

The Instructional Leadership Team (ILT) shall serve as the district's Professional Development Committee. Each year, the Association President shall appoint one teacher from each school to serve on this committee.

APPENDIX A  
SALARY SCHEDULES

**2014-15**

**3.0% GWI**

		Schedule A		Schedule B		Schedule C
Step		BA		BA+ 30		BA+60
1		\$ 43,706		\$ 48,006		\$ 52,304
2		\$ 44,924		\$ 49,440		\$ 53,736
3		\$ 46,142		\$ 50,871		\$ 55,170
4		\$ 47,360		\$ 52,304		\$ 56,603
5		\$ 49,008		\$ 53,736		\$ 58,036
6		\$ 50,728		\$ 54,740		\$ 60,901
7		\$ 52,161		\$ 56,316		\$ 63,769
8		\$ 53,594		\$ 57,606		\$ 66,635
9		\$ 54,811		\$ 59,183		\$ 69,500
10		\$ 56,459		\$ 61,332		\$ 72,365
11		\$ 57,678		\$ 62,765		\$ 74,514
12		\$ 59,325		\$ 65,630		\$ 76,666
13		\$ 61,045		\$ 68,497		\$ 78,815
14		\$ 62,190		\$ 72,797		\$ 80,964
15		\$ 63,339		\$ 75,948		\$ 83,113
16		\$ 65,166		\$ 84,144		\$ 89,160

Each teacher not on step 16 shall move one step at the start of the year.

**2015-2016**

**1.5% GWI**

	<b>Schedule A</b>	<b>Schedule B</b>	<b>Schedule C</b>
<b>Step</b>	<b>BA</b>	<b>BA+ 30</b>	<b>BA+60</b>
1	\$ 44,361	\$ 48,727	\$ 53,088
2	\$ 45,598	\$ 50,182	\$ 54,542
3	\$ 46,834	\$ 51,634	\$ 55,997
4	\$ 48,070	\$ 53,088	\$ 57,453
5	\$ 49,743	\$ 54,542	\$ 58,907
6	\$ 51,489	\$ 55,561	\$ 61,814
7	\$ 52,943	\$ 57,161	\$ 64,726
8	\$ 54,398	\$ 58,470	\$ 67,635
9	\$ 55,633	\$ 60,071	\$ 70,543
10	\$ 57,306	\$ 62,252	\$ 73,451
11	\$ 58,543	\$ 63,707	\$ 75,632
12	\$ 60,215	\$ 66,615	\$ 77,816
13	\$ 61,961	\$ 69,525	\$ 79,997
14	\$ 63,123	\$ 73,889	\$ 82,179
15	\$ 64,289	\$ 77,088	\$ 84,360
16	\$ 66,143	\$ 85,406	\$ 90,497

Each teacher not on step 16 shall move one step at the start of the year.



2016-2017

1.5% GWI

	Schedule A	Schedule B	Schedule C
Step	BA	BA+ 30	BA+60
1	\$ 45,027	\$ 49,457	\$ 53,885
2	\$ 46,282	\$ 50,934	\$ 55,361
3	\$ 47,537	\$ 52,409	\$ 56,837
4	\$ 48,791	\$ 53,885	\$ 58,314
5	\$ 50,489	\$ 55,361	\$ 59,790
6	\$ 52,261	\$ 56,395	\$ 62,742
7	\$ 53,737	\$ 58,018	\$ 65,697
8	\$ 55,214	\$ 59,347	\$ 68,649
9	\$ 56,467	\$ 60,972	\$ 71,601
10	\$ 58,166	\$ 63,186	\$ 74,552
11	\$ 59,421	\$ 64,662	\$ 76,766
12	\$ 61,118	\$ 67,614	\$ 78,983
13	\$ 62,890	\$ 70,568	\$ 81,197
14	\$ 64,070	\$ 74,997	\$ 83,411
15	\$ 65,254	\$ 78,244	\$ 85,625
16	\$ 67,135	\$ 86,687	\$ 91,855

Each teacher not on step 16 shall move one step at the start of the year.

APPENDIX B

EXTRA STIPEND SCHEDULE

Group 1 15%

Athletic Director  
Academic Leader  
Academic Liaison (K-4, 5-8, and H.S. Academic subjects)  
High School Activity Director  
Safe School Climate Coordinator

Group 2 9%

Assistant Athletic Director  
Director – Band 9-12 (Special events, instrumental ensembles meeting outside of school day, travel with performance groups, adjudicated performances)  
Director – Vocal 9-12 (Special events, instrumental ensembles meeting outside of school day, travel with performance groups, adjudicated performances)  
Coordinator – Media and library  
PLC Leaders:

Broad Brook:            PK-4  
                                    Special Education

Middle School:        5-8  
                                    Unified Arts  
                                    Special Education

High School:            World Languages  
                                    Math  
                                    English  
                                    Guidance (5-12)  
                                    Phys Ed/Health  
                                    Career Tech Ed  
                                    Social Studies  
                                    Science  
                                    Fine Arts  
                                    Discovery Programs  
                                    Special Education

Group 3 7%

Advisor – Senior class  
Director – Drama  
Director – Musical  
Director – Pit band

Group 4 6 %

Advisor – Junior class

Advisor – Student council 9-12  
Advisor – Newspaper 9-12  
Advisor – National Honor Society  
Advisor – Yearbook 9-12  
Team Leaders K-8  
Coordinator – Community Day  
High School Newsletter Coordinator

Group 5 5%

Director - Technical (theatrical)  
Advisor - Color guard  
Director – Band 5-8  
Director – Drama 5-8  
Director - Dance Club  
Director – Renaissance 5-8  
Advisor - Student Council 5-8  
Advisor - Newspaper 5-8  
Advisor – High School Newsletter  
Advisor – Robotics Club

Group 6 4%

Advisor – Yearbook 7-8  
Advisor – Sophomore class  
Advisor – Visual Coordinator K-4  
Advisor – Visual Coordinator 5-8  
Advisor - Visual Coordinator 9-12  
Advisor – Academic Club High School  
Special education building liaisons

Group 7 3%

Advisor – French Club  
Advisor – Spanish Club  
Advisor – SPIRIT  
Advisor – Leo Club  
Advisor – Future Problem solvers  
Advisor – Freshman Class  
Advisor - Panther TV  
Advisor – Interact Club  
Advisor – Kids and Critters  
Advisor – Gasoline Alley  
Service Team Facilitator  
Vertical Team Leader Middle School

The amount of payment for each group is based on the given percent for each group times the Step 1 of the Bachelor's+ 30 Schedule as listed in current Teachers' Contract.

APPENDIX C  
**2014-15**  
 Extra-Stipend Athletic Salary Schedules  
**3.0% GWI**

<b><u>High School</u></b>	<b>1-2 years</b>	<b>3-4 years</b>	<b>5-10 years</b>	<b>11+ years</b>
Varsity Boys Soccer,	3,766	4,175	4,584	4,718
J.V. Boys Soccer	2,559	2,966	3,375	3,511
Varsity Girls Soccer	3,766	4,175	4,584	4,718
J.V. Girls Soccer	2,559	2,966	3,375	3,511
Assistant Varsity Football	3,766	4,175	4,584	4,718
Var Coed X-Country	3,766	4,175	4,584	4,718
Asst. Coed X-Country	2,559	2,966	3,375	3,511
Var Boys' Basketball	5,115	5,524	5,935	6,068
JV Boys' Basketball	3,766	4,175	4,584	4,718
Freshman Basketball	2,106	2,514	2,922	3,059
Var Girls' Basketball	5,115	5,524	5,934	6,068
JV Girls Basketball	3,766	4,175	4,584	4,718
Wrestling	4,509	4,921	5,330	5,467
Var Cheerleading	2,559	2,966	3,375	3,511
JV Cheerleading	1,205	2,540	2,020	2,160
Var Baseball	4,063	4,469	4,880	5,016
JV Baseball	2,710	3,119	3,528	3,664
Var Softball	4,063	4,469	4,880	5,016
JV Softball	2,710	3,119	3,528	3,664
<b><u>High School</u></b>	<b>1-2 years</b>	<b>3-4 years</b>	<b>5-10 years</b>	<b>11+ years</b>

Var Coed Track	5,115	5,524	5,934	6,070
Asst Track	2,710	3,119	3,528	3,664
Asst Track	2,710	3,119	3,528	3,664
Var Boys' Track	4,062	4,469	4,880	5,082
Var Girls Track	4,062	4,469	4,880	5,082
Indoor Track	5,115	5,524	5,934	6,068
<b><u>Middle School Positions</u></b>				
Boys' Soccer	1,673	2,081	2,490	2,627
Girls Soccer	1,673	2,081	2,490	2,627
Boys' Basketball	1,673	2,081	2,490	2,627
Girls Basketball	1,673	2,081	2,490	2,627
Cheerleading	904	1,314	1,723	1,859
Baseball	1,673	2,081	2,490	2,627
Softball	1,673	2,081	2,490	2,627
Asst. Wrestling	1,673	2,081	2,490	2,627

APPENDIX D  
2015-16  
Extra-Stipend Athletic Salary Schedules

1.5% GWI

<b>High School</b>	<b>1-2 years</b>	<b>3-4 years</b>	<b>5-10 years</b>	<b>11+ years</b>
Varsity Boys Soccer,	3,822	4,237	4,652	4,789
J.V. Boys Soccer	2,597	3,011	3,426	3,564
Varsity Girls Soccer	3,822	4,237	4,652	4,789
J.V. Girls Soccer	2,597	3,011	3,426	3,564
Assistant Varsity Football	3,822	4,237	4,652	4,789
Var Coed X-Country	3,822	4,237	4,652	4,789
Asst. Coed X-Country	2,597	3,011	3,426	3,564
Var Boys' Basketball	5,192	5,607	6,024	6,159
JV Boys' Basketball	3,822	4,237	4,652	4,789
Freshman Basketball	2,138	2,552	2,966	3,105
Var Girls' Basketball	5,192	5,607	6,023	6,159
JV Girls Basketball	3,822	4,237	4,652	4,789
Wrestling	4,577	4,995	5,410	5,549
Var Cheerleading	2,597	3,011	3,426	3,564
JV Cheerleading	1,223	2,578	2,050	2,192
Var Baseball	4,124	4,536	4,953	5,091
JV Baseball	2,751	3,166	3,581	3,719
Var Softball	4,124	4,536	4,953	5,091
JV Softball	2,751	3,166	3,581	3,719
<b>High School</b>	<b>1-2 years</b>	<b>3-4 years</b>	<b>5-10 years</b>	<b>11+ years</b>

Var Coed Track	5,192	5,607	6,023	6,161
Asst Track	2,751	3,166	3,581	3,719
Asst Track	2,751	3,166	3,581	3,719
Var Boys' Track	4,123	4,536	4,953	5,158
Var Girls Track	4,123	4,536	4,953	5,158
Indoor Track	5,192	5,607	6,023	6,159
<b><u>Middle school Positions</u></b>				
Boys' Soccer	1,698	2,112	2,527	2,666
Girls Soccer	1,698	2,112	2,527	2,666
Boys' Basketball	1,698	2,112	2,527	2,666
Girls Basketball	1,698	2,112	2,527	2,666
Cheerleading	918	1,334	1,749	1,887
Baseball	1,698	2,112	2,527	2,666
Softball	1,698	2,112	2,527	2,666
Asst. Wrestling	1,698	2,112	2,527	2,666

APPENDIX E  
2016-17  
Extra-Stipend Athletic Salary Schedules

1.5% GWI

<b>High School</b>	<b>1-2 years</b>	<b>3-4 years</b>	<b>5-10 years</b>	<b>11+ years</b>
Varsity Boys Soccer,	3,879	4,301	4,722	4,861
J.V. Boys Soccer	2,636	3,056	3,477	3,617
Varsity Girls Soccer	3,879	4,301	4,722	4,861
J.V. Girls Soccer	2,636	3,056	3,477	3,617
Assistant Varsity Football	3,879	4,301	4,722	4,861
Var Coed X-Country	3,879	4,301	4,722	4,861
Asst. Coed X-Country	2,636	3,056	3,477	3,617
Var Boys' Basketball	5,270	5,691	6,114	6,251
JV Boys' Basketball	3,879	4,301	4,722	4,861
Freshman Basketball	2,170	2,590	3,010	3,152
Var Girls' Basketball	5,270	5,691	6,113	6,251
JV Girls Basketball	3,879	4,301	4,722	4,861
Wrestling	4,646	5,070	5,491	5,632
Var Cheerleading	2,636	3,056	3,477	3,617
JV Cheerleading	1,242	2,617	2,081	2,225
Var Baseball	4,186	4,604	5,028	5,168
JV Baseball	2,792	3,213	3,634	3,774
Var Softball	4,186	4,604	5,028	5,168
JV Softball	2,792	3,213	3,634	3,774
<b>High School</b>	<b>1-2 years</b>	<b>3-4 years</b>	<b>5-10 years</b>	<b>11+ years</b>



Var Coed Track	5,270	5,691	6,113	6,253
Asst Track	2,792	3,213	3,634	3,774
Asst Track	2,792	3,213	3,634	3,774
Var Boys' Track	4,185	4,604	5,028	5,236
Var Girls Track	4,185	4,604	5,028	5,236
Indoor Track	5,270	5,691	6,113	6,251
<b><u>Middle school Positions</u></b>				
Boys' Soccer	1,723	2,143	2,565	2,706
Girls Soccer	1,723	2,143	2,565	2,706
Boys' Basketball	1,723	2,143	2,565	2,706
Girls Basketball	1,723	2,143	2,565	2,706
Cheerleading	932	1,354	1,775	1,915
Baseball	1,723	2,143	2,565	2,706
Softball	1,723	2,143	2,565	2,706
Asst. Wrestling	1,723	2,143	2,565	2,706

APPENDIX F  
GRIEVANCE PROCESS FORMS

PRINT OR TYPE

GRIEVANCE FORM A

FORMAL GRIEVANCE PRESENTATION

(To be completed by aggrieved person)

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

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

SCHOOL \_\_\_\_\_ PRINCIPAL \_\_\_\_\_

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

NAME OF ASSOCIATION SCHOOL REPRESENTATIVE \_\_\_\_\_

STATEMENT OF GRIEVANCE:

ACTION REQUESTED:

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

DECISION OF PRINCIPAL

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

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

SCHOOL \_\_\_\_\_ PRINCIPAL (OR OTHER ADMINISTRATOR) \_\_\_\_\_

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

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

AGGRIEVED PERSON'S RESPONSE: (To be completed by aggrieved within 3 days of decision)

\_\_\_\_\_ I accept the above decision of principal (or other administrator)

\_\_\_\_\_ I hereby refer the above decision to the Association's Professional Rights and responsibilities Committee for appeal to the Superintendent of Schools.

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

REFERRAL BY PR&R COMMITTEE

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

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

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

CHAIRMAN OF  
PR&R COMMITTEE \_\_\_\_\_

DATE REFERRAL  
RECEIVED BY PR&R \_\_\_\_\_

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

\_\_\_\_\_The attached grievance is hereby referred to the Superintendent of Schools for a hearing.

DATE OF REFERRAL \_\_\_\_\_

\_\_\_\_\_  
(Signature of PR&R Chairman)

DECISION BY SUPERINTENDENT

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

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

DATE APPEAL RECEIVED BY SUPERINTENDENT \_\_\_\_\_ DATE HEARING HELD BY SUPERINTENDENT \_\_\_\_\_

DECISIONS OF SUPERINTENDENT AND REASONS THEREFOR:

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

AGGRIEVED PERSON'S RESPONSE: (To be completed by aggrieved within 3 days of decision)

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

\_\_\_\_\_ I hereby refer the above decision to the Association's Professional Rights and Responsibilities Committee, to the Board of Education for a review of this grievance.

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

REVIEW BY BOARD OF EDUCATION

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

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

PR&R COMMITTEE REFERRAL TO BOARD: (To be completed within 3 days of PR&R receipt of appeal from aggrieved)

DATE OF REFERRAL TO BOARD \_\_\_\_\_

\_\_\_\_\_  
(Signature of PR&R Chairman)

BOARD RESPONSE:

(To be completed by Board of Education Chairman within 5 days after Board hearing with aggrieved and Association PR&R Committee representatives; Board hearing to be held within 10 days after receipt of appeal.)

DATE APPEAL RECEIVED BY BOARD OF EDUCATION \_\_\_\_\_

DATE HEARING HELD BY BOARD OF EDUCATION \_\_\_\_\_

DECISION OF SUPERINTENDENT AND REASONS THEREFOR:

DATE OF DECISION \_\_\_\_\_

\_\_\_\_\_  
(Signature of Board Chairman)

AGGRIEVED PERSON'S RESPONSE: (To be completed by aggrieved within 3 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)

DETERMINATION REGARDING ARBITRATION

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

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

ASSOCIATION PRESIDENT \_\_\_\_\_ DATE REQUEST RECEIVED FOR ARBITRATION \_\_\_\_\_

DETERMINATION BY ASSOCIATION:

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

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

DATE OF DETERMINATION \_\_\_\_\_  
(Signature of PR&R Chairman)

\_\_\_\_\_  
(Signature of Association President)

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

The parties have agreed upon and selected \_\_\_\_\_  
(Name of Arbitrator)  
as the arbitrator to whom the appended grievance is hereby submitted.

DATE OF DESIGNATION \_\_\_\_\_  
(Signature of Association President)

\_\_\_\_\_  
(Signature of Board Chairman)





SIGNATURE BLOCK

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized, and their seals affixed hereto as of the date and year first above written.

EAST WINDSOR BOARD OF EDUCATION

BY: Theresa M. Lane

DATE: 12-20-13

EAST WINDSOR EDUCATION ASSOCIATION

BY: Sharon W. Peck

DATE: 12/20/13

