

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE EASTFORD BOARD OF EDUCATION

AND

THE EASTFORD TEACHERS ASSOCIATION

JULY 1, 2015 - JUNE 30, 2018

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ARTICLE I

PURPOSE /RECOGNITION

- A. The Board of Education (hereinafter referred to as the “Board”) recognizes the Eastford Teachers Association (hereinafter referred to as the “Association”) for the purpose of negotiations as the exclusive representative for all certified professional employees who are employed by the Board in positions requiring a teaching certificate or a Durational Shortage Area Permit (DSAP) and who are not included in the Administrators and Supervisors Association unit or excluded from the purview of teacher negotiations pursuant to Connecticut General Statutes 10-153b through 10-153d.

Employees working in a teaching position solely on the basis of a DSAP shall be covered by all terms and conditions of the collective bargaining agreement, except as follows:

1. DSAP holders 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.
 2. The Board shall have the right, in its sole discretion, not to renew and/or to 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.
 3. DSAP holders shall have no transfer rights, bumping rights, or recall rights under this Agreement.
 4. DSAP holders shall not be eligible for course reimbursement.
 5. DSAP holders shall not be eligible to participate in the sick leave bank
- B. A long-term substitute teacher who possesses appropriate and current certification and/or a DSAP and who has worked for forty (40) school days or more in the same teaching assignment, in a school year, shall be placed on the salary schedule at B.A. Step 1 as of the forty-first (41st) school day in the same teaching assignment for the duration of the same teaching assignment. Such long-term substitutes shall not be entitled to any other benefits identified in the collective bargaining agreement.

ARTICLE II

BOARD PREROGATIVES

It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility, and prerogative to direct the operation of the school system in all its aspects, including but not limited to the following:

1. to create, abolish, or maintain programs and other educational activities as, in its judgment, will best serve the interest of the school district;
2. to decide the need and type of facilities;

3. to determine the care, maintenance, and operation of the buildings, lands, apparatus, and other facilities and property in its control;
4. to employ, assign, and transfer employees, to prescribe and enforce rules and regulations for the maintenance of employee discipline and for the performance of work, and to create and/or revise job descriptions;
5. to prescribe rules for the management, studies, classification, and discipline for the school district's programs; and
6. in general, to control, supervise, and manage the operations of the school district and its staff under governing laws, and to establish or continue policies, practices, and procedures from the conduct of Board business in the management of its operation, and from time to time to change or abolish such policies, practices, or procedures.

These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of the specific terms and provisions of this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

A grievance is a claim by a teacher, a group of teachers, or the Association that there is a violation of the policies and administrative decisions affecting him/her. Such a grievance may be filed only to the Board of Education level of this procedure and not beyond. With respect to said grievances, the decision of the Board of Education shall be final and binding. A grievance shall also be defined as a claim by a teacher, a group of teachers, or the Association, that there has been a violation of a specific provision of this negotiated agreement. In no case shall the following be considered subject to the grievance procedure:

1. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulations of the State Commissioner of Education; or
2. A complaint of a nontenured teacher which arises by reason of his/her not being re-employed; or
3. Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone.

B. 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 appropriate.

C. Time Limits

1. If a teacher does not file a grievance, in writing, within twenty (20) school days after he/she knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
2. 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.
3. Should the administrator or the Board fail to render a decision at any level within the specified time limits, the grievant shall have the right to move the grievance to the next grievance level.
4. It is understood that any employee grievant shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect shall have been duly determined.
5. Time limits may be extended with written mutual consent.
6. "Days" shall mean school days. After the last day of the teacher work year, days shall mean business days.

D. Informal Procedure

1. If a teacher feels that he/she may have a grievance, he/she must first discuss the matter with his/her Principal or immediate supervisor in an effort to resolve the problem informally. Grievances not involving the immediate supervisor or Principal may be brought directly to Level Two.
2. If the teacher is not satisfied with the disposition of the matter, he/she shall then have the right to have the Association assist him/her in further efforts to resolve the problem informally with the immediate supervisor and/or the Superintendent of Schools.

E. Formal Procedure

1. Level One - Principal
 - a. If the teacher is not satisfied with such disposition of the matter, he/she shall have the right to file a grievance with the Principal, in writing.
 - b. The grievance must specify: 1) the nature of the grievance; 2) the nature and extent of the injury or loss; 3) the applicable contract section(s) which are alleged to have been violated; and 4) specific redress sought.
 - c. The Principal shall give a written answer within seven (7) school days of the receipt of letter from the aggrieved teacher, with a copy to the President of the Association, and the Superintendent of Schools.

2. 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 may, within ten (10) school days after the decision, file his/her written grievance with the Superintendent of Schools.
- b. The Superintendent shall, within ten (10) school days after receipt of the referral, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance.
- c. The Superintendent shall, within ten (10) school days after the hearing, render his/her decision and the reasons therefore in writing to the aggrieved teacher with a copy to 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 three (3) school days after the decision, file the grievance with the Board of Education.
- b. The Board of Education or committee thereof shall, within thirty (30) school days after receipt of the grievance, or at the next regular meeting of the Board of Education, whichever is sooner, meet with the aggrieved teacher and his/her representative(s) for the purpose of resolving the grievance.
- c. The Board shall within ten (10) school days after such meeting, render its decision and the reasons therefore, in writing, to the aggrieved teacher, with a copy to the President(s) of the Association to be designated, in writing, each year to the Superintendent.

4. Level Four - Arbitration

- a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Three he/she may, within three (3) school 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) school days after 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 A.A.A. or with the American Dispute Resolution Center (ADRC). The A.A.A. or the ADRC shall act as the administrator of the proceedings.
- c. The arbitrator shall be bound by the Voluntary Labor Arbitration Rules and shall have no power to add to, modify, or delete from the provisions of this Agreement. The Arbitrator shall review only the issues specifically identified.
- d. 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. Any grievant may be represented at any level of the grievance procedure by the Association, including representatives from the Eastford Teachers Association and its state affiliate, the Connecticut Education Association. He/She may not be represented by a representative or by any officer of any teacher organization other than the Association.

G. Miscellaneous

1. All documents, communications and records dealing with the processing of a grievance, not the decision, shall be filed separately from the personnel folder of the participants. Nothing herein shall be deemed to eliminate the Board's responsibility to maintain records consistent with the law, including but not limited to the Freedom of Information Act.
2. If the grievance occurs as a result of an action of other than the teacher's immediate superior, or affects a group of class of teachers, the grievance may be processed immediately at the level at which it occurs.
3. If a grievance occurs after the last day of the teacher work year, days shall mean business days.

ARTICLE IV

LUNCH/RECESS/NON-INSTRUCTIONAL DUTIES

- A. The lunch period for teachers is 25 consecutive minutes.
- B. The Principal may assign teachers to various responsibilities during the lunch period not to exceed twenty-five (25) minutes per day, not to exceed three (3) twenty-five (25) minute duties over a one (1) week period.
- C. The Principal may assign duties during non-instructional time during the teacher work day, excluding the minimum 200 minute preparation time and excluding the time allotted to the teacher during the lunch/recess time.
- D. Attendance at monthly faculty meetings called by the Principal is mandatory, unless excused by the Principal, including attendance by any part-time teacher working on the day of the meeting so long as the beginning of the faculty meeting is contiguous to the end of the part-time teacher's work hours. These teachers shall be responsible for written information disseminated at the faculty meetings.

ARTICLE V

PREPARATION TIME

- A. Each full-time teacher will have a minimum of 200 minutes per week of preparation time (an average of 40 minutes per day). On the rare occasion when a substitute teacher is unavailable for special area teachers, and reasonable attempts to secure a substitute have failed, the classroom teacher will cover his/her own forty (40) minute period, not to exceed one (1) forty (40) minute period in any three (3) week period. Part-time teachers shall have preparation time proportional to his/her full-time equivalency.

ARTICLE VI

ASSIGNMENT AND TRANSFERS

- A. The assignment and transfer of teachers within the school system is the responsibility of Administration.
- B. In the determination of assignments, the convenience and wishes of the teacher shall be a factor to the extent that these factors do not conflict with the instructional requirements and best interests of the school system and the pupils, as determined by the Administration.
1. Volunteers for transfer will be considered first.
 2. Involuntary transfer will be made only after a meeting with the teacher involved and Administration, at which time the teacher will be notified verbally and in writing of the reasons for the transfer. In the event that a teacher objects to the transfer at this meeting, upon the request of the teacher, the Association will be notified and Administration will meet with the Association's representative to discuss the transfer.
 3. In the event the teacher so requests in writing, the action of the Administrator will be reviewed by the Board of Education, and the decision of the Board shall be final.
 4. Teachers' program preference requests for subject and/or grade shall be given careful consideration by the administration. Where it is administratively and educationally advisable and feasible, program preferences will be honored.
- C. Grievances concerning assignments and transfers shall not be subject to the arbitration provisions of the Agreement.
- D. Teachers initially employed by the Board shall receive their grade, and/or subject assignments from Administration.
- E. Teachers shall be notified of any change in their programs and schedules for the ensuing school year, the grades and/or subjects that they will teach, and any special or unusual classes or assignments they will have, in writing, prior to the close of school year, whenever possible.

ARTICLE VII

VACANCIES

- A. The existence of vacancies shall be adequately publicized within the system, by posting on the bulletin boards, as far in advance of the date of filling such vacancy as possible. The position shall be filled no earlier than seven (7) calendar days following notification. However, posting a vacancy does not guarantee that it shall be filled. Where a need to fill a vacancy of position arises after the last teacher work day of the year and prior to the first teacher work day of the subsequent school year, notification shall be by District e-mail to the President(s) of the Association and to all teachers. Homebound positions shall be posted but may be excluded from the timelines.
- B. Said notice of vacancy of position shall clearly set forth the qualifications for the position.
- C. Teachers who desire to apply for such vacancies of position shall file their application, in writing, with the Superintendent, within the time limit specified in the notice.
- D. Such vacant positions shall be filled on the basis of qualification, as judged by the Administration, for the vacant positions.
- E. Nothing herein contained precludes the Board from filling any vacancy with personnel not employed by the Board.
- F. For purposes of this Article, vacancies include summer school appointments.

ARTICLE VIII

REDUCTION IN FORCE

It is recognized that under State law the Board of Education has the responsibility to maintain quality public elementary schools and to implement the educational interests of the State. However, recognizing also that it may become necessary to eliminate professional staff positions in certain circumstances, this policy is adopted to provide a fair and orderly process should such eliminations become necessary. This applies to full time teachers only.

Procedure

- A. The Board of Education may, in the first instance, exercise its right and power to reduce the specific number of teaching positions without determining which teacher contracts will be considered for termination, if any, or what other staffing changes will be made to implement the reduction in force policy.
- B. Prior to commencing action to terminate teacher contracts under this policy, the Board of Education will implement position eliminations and/or reduction in staff by voluntary retirements or resignations.
- C. If the position of a teacher who has attained tenure status is eliminated by the Board of Education, such teacher will be appointed to an available position for which he/she is certified and qualified. Available positions shall include those held by non-tenured teachers.

- D. In the event no positions are available (vacancies or non-tenured) the following criteria shall apply to the displacement of teachers in the following order:
1. Certification
 2. Total contractual experience in the system in a position requiring certification
 3. Total teaching experience
 4. Skills and ability as determined through written evaluations
 5. Recommendations of principal(s) and administrative staff
 6. Degree Status
 7. Additional course credit

Policy Provisions Not Applicable to Promotion

Nothing herein shall require the promotion of a teacher to a position of higher rank, authority, or compensation, although the teacher whose contract is to be terminated because of elimination of position is qualified and certified for the promotional position.

ARTICLE IX

RECALL

- A. Any teacher whose service has been terminated because of the elimination of position or reduction in professional staff, shall be placed on a reappointment list and remain on such list for two (2) years provided such teacher does not refuse a reappointment. If such teacher rejects any appointment offered or does not respond in writing to an offer of recall within ten (10) days, the teacher's name shall be removed from the recall list and he/she shall forfeit all such recall rights.
- B. Recall will be based on the reverse order of teachers terminated: the last teacher terminated will be the first teacher to be offered a position.
- C. In the event two (2) or more teachers are qualified and certified for a position and their contracts were terminated on the same day, the Superintendent shall determine the order of recall involving these teachers according to the criteria established in 2(d) of the Reduction in Force Procedure.
- D. No new teachers shall be hired in a subject area or grade level until all laid off teachers have been recalled or decline an opening, providing the teacher has proper certification and qualifications for the grade level or subject matter area.
- E. Any teacher hired to replace a member of the bargaining unit who is on a leave of absence pursuant to contract or otherwise is not eligible to be placed on the recall list under this Article and shall have no seniority rights with respect to reduction in force.

ARTICLE X
SCHOOL YEAR

- A. The scheduled employment year for teachers shall be as follows:
 - 1. 186 days; three (3) days to fulfill professional growth requirements; one (1) day prior to the opening of school for orientation purposes.
- B. The teacher work day shall begin fifteen (15) minutes before the students enter the building and shall be no more than 7 hours and 45 minutes per day. Exceptions are current practices or specific contract language with respect to meetings, open houses, and parent conferences.
- C. The Board shall schedule up to four (4) formal parent/teacher conference sessions per year. Such sessions shall last a maximum of three (3) hours per session. Two (2) of the four (4) sessions shall be scheduled on student early release days. Sessions scheduled for early release days shall conclude by or before 3:45 p.m. Sessions scheduled for the normal student day shall conclude by or before 9:00 p.m. All certified staff, regardless of FTE status, shall attend the annual school open house and participate in parent/teacher conference sessions unless the teacher is ill or unless the teacher is excused in advance by the administration. The Board shall schedule up to one (1) open house per year, the scheduling and format of which shall be determined by the Board and/or the administration. Such open house shall be scheduled for up to two (2) hours in length.
- D. Part-time teachers shall participate in the professional development day at the start of the work year and will participate in all other professional days occurring on the days said teachers are working at the school site.

ARTICLE XI
PROFESSIONAL GROWTH

- A. The Board of Education will reimburse full-time faculty members up to 100% of the cost of tuition. Faculty members, who are half-time or more, will be reimbursed on a prorated basis. Reimbursement will be for credit courses in liberal arts and sciences at an accredited college or university under the following conditions:
 - 1. Only post-master's courses approved by the Superintendent in advance shall be reimbursable.
 - 2. Courses shall be reimbursed at no greater than the rates established by the University of Connecticut.
 - 3. A teacher must have at least a B average in the course to be reimbursed for tuition.
 - 4. A pool of \$2,500 for all staff will be allocated for course reimbursement.
 - 5. Determination of reimbursement will be made final at the June meeting of the Board of Education.
 - 6. The reimbursements will be determined on a prorated basis based on the number of applicants.

- B. Faculty members requesting reimbursement must comply with the following conditions:
1. Written notification must be made to the Board of Education through the Superintendent of Schools. Said notification may be made at any time up to 60 days after the commencement of the course and shall include the title of the course, the name of the college or university where the course is or will be taken, and a brief statement of how the course relates to the teacher's assignment at the Eastford Elementary School, and the cost for the course.
 2. The teacher must submit grade credentials and copies of fees paid to the Board through the Superintendent of Schools prior to the Board meeting in June to consider tuition reimbursements.
- C. National Board Certification
1. The Board of Education will make available \$1,500 to each teacher accepted into the process of gaining National Board Certification.
 2. The teacher must notify the Board in advance and in writing prior to the commencement of the certification process.
 3. The Board will grant such reimbursement to no more than one (1) teacher per year.
 4. Compensation shall be made in three (3) equal payments, one payment in each of the three (3) consecutive years of employment by the Eastford Board of Education following the successful completion of certification. Payments shall be made in June.
 5. Any teacher receiving National Board Certification shall receive a \$1,000 annual stipend.

ARTICLE XII

CURRICULUM PLANNING AND DEVELOPMENT

- A. Eastford staff personnel employed by the Board to work on administratively generated activities such as, but not limited to, curriculum planning and development, technology/information systems activities or other related educational activities other than during the normal work day/year will be reimbursed at the rate of one hundred and thirty seven dollars and thirty five cents (\$137.35) per day, or twenty seven dollars and forty seven cents (\$27.47) per hour. A normal work day for such activities will be considered to be five (5) hours.
- B. When administration requests a teacher's presence at professional development workshops as a representative of Eastford during the summer months or non-work days, he/she will be reimbursed at the rate of one hundred and thirty seven dollars and thirty five cents (\$137.35) per day, or twenty seven dollars and forty seven cents (\$27.47) per hour. The Board shall assume registration and travel costs. The Board shall reimburse car mileage for teachers at the rate established by the IRS, annually.

ARTICLE XIII

LEAVES

A. Sick Leave

Each full time professional employee certified by the State Board of Education and employed by the Eastford Board of Education shall be entitled to sick leave with full pay of fifteen school days in each year to a total of one hundred and eighty (180) days. Sick leave must be taken in at least three (3) hour increments, unless it is used from 8:00-8:40 a.m. or 3:15-3:45 p.m.

B. Sick Leave Bank

Purpose – To provide members with additional paid sick leave when such members have exhausted sick leave due to their personal catastrophic illness or injury or combination thereof, and have provided competent medical certification of said catastrophic illness or injury or combination thereof.

1. Process for activating the sick leave bank – A member fitting the criteria set forth above may request that the Superintendent/Association activate the sick leave bank.
2. Upon receipt of a request from a member to activate the sick leave bank, the sick leave bank four (4) member board, as described below, shall use the following criteria to determine the eligibility of a member to receive donations and to determine the number of days to be donated:
 - a. A member must have a catastrophic illness or injury or combination thereof and must provide timely and competent medical certification of the catastrophic illness or injury or combination thereof.
 - b. A member must have completed two (2) years of service in Eastford.
 - c. A member must have exhausted all accumulated sick leave.
 - d. A member shall not be entitled to any other paid leave, remuneration from disability payments, workers' compensation, and/or other such benefits.
3. Membership in the sick leave bank is voluntary on the part of employees.
4. Each teacher may donate up to five (5) sick leave days of the fifteen (15) annual days described above to a sick leave bank.
Contributions shall be made annually, on or before September 15 of each academic year.
5. Unused sick leave in the sick leave bank may accumulate up to thirty (30) days annually. In no event shall the accumulation in the sick leave bank exceed sixty (60) days. If the number of days falls below sixty (60), then Section 4, above, shall be reapplied.
6. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member to the bank.
7. The sick leave bank shall be administered by a four (4) member board, two (2) members chosen by the Board of Education, and two (2) members chosen by the Association. Each request for aid, as

certified by a doctor's certificate, for the sick leave bank shall be decided by the board on the merits of the individual request. Action of the board shall be by the majority vote. In the event there are requests for sick leave days beyond those available in the bank, the 4 member board shall determine which of the participants shall be entitled to receive sick days within the bank or any prorated share thereof.

8. The decisions of the sick leave bank four (4) member board, as described above, shall be final and binding and not be subject to the grievance procedure or arbitration.

The Association further agrees to save the Board and the Administration harmless from any and all claims of any kind arising out of the legality of the sick leave bank and its operation, including contributions to or withdrawals from the bank.

C. Pregnancy Disability Leave

1. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be treated as temporary disabilities for all job-related purposes. (The term "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in Section 10-156 of the Connecticut General Statutes).
2. Disability leave beyond any accumulated sick leave shall be available for such reasonable further period of time as a female employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto. Because each case is different, a doctor will base his/her judgment on an examination and determine a teacher's physical ability to carry out responsibilities. Such determination should be based on medical criteria independent of employee preferences. Should such determination be deemed necessary by administration, the Board will assume the cost incurred for such examination.
3. Once a teacher has been determined by the physician to be no longer disabled, he/she should return to work, request a leave of absence from the Board of Education, or resign his/her position. If employees have questions, they should contact the Superintendent of Schools.

D. Childrearing Leave

Any certified teacher under tenure shall be entitled, upon written request submitted to the Superintendent of Schools, to an extended leave, without pay, for the purposes of child rearing. This leave will be apart from any period of disability leave with pay. Such employee will be entitled to such leave for the remainder of the school year in which the child is born or adopted. Child rearing leave will be subject to the following provisions:

1. Employees requesting leave shall submit the request not less than sixty (60) days before anticipated date of ending performance of duties (in the absence of extenuating circumstances.)
2. While on child rearing leave, the employee may continue to participate in group insurance plans offered by the Board of Education, totally at the employee's expense. Any such employee must submit full payment for such participation at least two weeks in advance of the date the Board of Education has to make its payments to the insurance companies.
3. Child rearing leave shall be available to certified professional employees who have not acquired tenure only with approval of the Board.

4. Failure to apply for reinstatement in the system for the school year following the leave shall be considered a resignation and will be so treated. The application shall be made by the end of February in the calendar year in which the employee intends to return to work. Any teacher whose leave commences March 1, or after, who intends to return during the following school year, must apply for reinstatement prior to the last day of school that school year.

E. Long Term Leave of Absence

A tenured teacher or a nontenured teacher who has worked continuously for 30 months or more may be granted such leave without pay, at the discretion of the Board of Education, for a period not to exceed one (1) school year. Such leave may be granted for advanced study, travel, or other professional development.

1. Each teacher granted such long term leave shall have the following re-employment rights:
 - a. If said teacher notifies the Superintendent of Schools, in writing, on or before March 1 of his/her desire to return the following September, said teacher will be returned to active employment at the commencement of the school year. A teacher's failure to notify the Superintendent of Schools by the deadline of an intent to return from long-term leave shall be considered a resignation of employment.
 - b. Upon return to duty, said teacher will be credited with all unused sick days accumulated prior to having been granted such leave.
 - c. Upon return to duty, said teacher will be credited with the number of years teaching experience previously acquired toward future incremental and seniority benefits.
2. All benefits for the teacher on leave may be carried during the leave and upon the teacher's return:
 - a. Health Insurance - The teacher on leave may maintain insurance benefits during the year at their expense.
 - b. Sick Days - Sick days previous to the leave will remain in place, although none would be added during the leave.
 - c. Salary - A teacher on leave will return to the regular salary schedule and be entitled to the appropriate increment(s).
 - d. Tuition Reimbursement - A teacher may apply for and be considered for course reimbursement for course work taken during their leave year.

F. Personal Leave - Each full time teacher shall be entitled to four (4) days of personal leave per year. Personal leave shall only be used for necessary and unavoidable business that cannot otherwise be conducted outside of the workday and for which arrangements cannot be made outside the workday or on other than a workday because of reasons beyond the control of the teacher.

- a. Personal leave must be used in at least three (3) hour increments.

- b. The Superintendent may extend additional personal leave, with or without pay, if in his or her judgment there are extenuating circumstances which justify such action.

- G. Bereavement Leave - Three (3) days special leave with pay shall be granted per death in the immediate family. Immediate family is defined as spouse, civil union partner as defined under Connecticut law, mother, father, son, daughter, brother, sister, grandmother, grandfather, grandchild, legal guardians, all present in-laws of the employee, and any person living in the same household as the employee. Special leave with pay for two (2) days per occasion shall be granted to an employee to attend funerals of relatives not listed above.

ARTICLE XIV

SALARY AND PLACEMENT ON THE SALARY SCHEDULE

A. Degree Definitions

Salary schedules listed in the Appendices of this Agreement shall be interpreted and applied according to the following definitions:

Bachelor A Baccalaureate degree earned at an accredited college or university.

Master A Master's degree, based upon State Department of Education regulations, earned at an accredited college or university relevant to the education profession. Thirty (30) credits beyond the baccalaureate will be considered equivalent to a Master's degree if they are in a planned program with documentation from the preparing institution, approved in advance by the Superintendent.

Sixth Year A second Master's degree relevant to the education profession or completion of thirty (30) credits beyond the Master's degree in a program approved by an accredited college or university and relevant to the education profession, approved in advance by the Superintendent; or a "Sixth Year Certificate" from an accredited college or university relevant to the education profession. Approval by the Superintendent shall not be unreasonably denied.

Doctorate A Doctor's degree earned at an accredited college or university relevant to the education profession.

B. Placement on the Salary Schedule

All teachers shall be placed on the appropriate step on the salary schedule, taking into consideration the following:

1. Full credit for previous teaching experience in a public, private, or military dependency school as a certified employee, provided that such experience shall have been continuous service of at least one-half of any school year as a full time teacher or a full year as at least a half-time teacher. Intermittent or short-term substitute service will not be credited as previous teaching experience.
2. The superintendent may also grant credit for placement on the salary schedule for prior relevant work experience. Notwithstanding the above, no newly hired teacher will be placed on a step

higher in the salary schedule than that of any teacher currently employed in the school system with the same degree status and teaching and/or equivalent experience in the subject and/or related area.

C. Method of Payment

1. All teachers shall receive twenty-two (22) paychecks per year on alternate Fridays, commencing no later than the second Friday after the start of the teacher work year.
2. Teachers must have paychecks electronically deposited to the financial institution of their choice. Necessary forms for the implementation of direct deposit of paychecks shall be provided by the Board.

D. The salary schedules for 2015-2016, 2016-17, and 2017-2018 are set forth in Appendix A.

ARTICLE XV
HEALTH BENEFITS

A. Insurance Benefits

This article and the attached insurance matrix document contain summaries and descriptions of various insurance benefits. It is agreed and understood by the parties that the insurance descriptions contained in this Agreement and the matrix are descriptive only and are not insurance policies. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers. In the event of error or misstatement in this Agreement or the matrix, the policies shall always prevail.

1. Each full time teacher shall be eligible for full family coverage, with dependents up to age twenty-six (26), in accordance with law. Teachers who are employed less than full time but employed 50% or more shall be eligible for individual coverage. Teachers working less than 50% will not be eligible for health benefits as provided by the Board of Education. Teachers will choose from the following insurance options and premium shares:
 - a. Preferred Provider Plan (PPO) with the following teacher premium shares (summary in Appendix C)

2015-2016.....	17.5%
2016-2017.....	18%
2017-2018.....	18.5%
 - b. HMO Plan with the following teacher premium shares (summary in Appendix D):

2015-2016.....	16.5%
2016-2017.....	17%
2017-2018.....	17.5%
2. Each full time teacher shall be eligible for full family Dental coverage, with dependent students up to age twenty-six (26), in accordance with law. Teachers who are employed less than full

time but employed 50% or more shall be eligible for individual coverage. Teachers working less than 50% will not be eligible for dental benefits as provided by the Board of Education. Teachers electing dental coverage shall contribute to the premium based on the premium cost-sharing rate applicable to the PPO plan described above.

3. The benefits herein are attached to the Agreement as Appendices C and D for informational purposes only.
4. The Board will pay all costs for each employee for a \$50,000 term life insurance policy.
5. All insurance benefits are provided subject to and in accordance with the terms of the respective carriers. In each case when the name of the particular company or specific plan has been used, the intent is to indicate a specific type of insurance benefit and not to establish a relationship with one particular company or any specific type of insurance benefit with other companies.
6. Prior to any change in insurance plans, administrators or carriers, the Board shall notify and consult with the Association. Any change in insurance carriers, administrators or plans shall provide substantially equivalent coverage in terms of the overall level of benefits, service or administration. The representative of the insurance carrier/administrator shall meet with the president of the Association to explain any proposed change. If the President does not agree that the change as recommended by the Superintendent provides substantially equivalent coverage, as described above, he/she shall submit a written statement detailing the reasons for such disapproval specifically listing the aspects of the proposed change to which the Association objects. The Association must submit this written statement within thirty (30) days of meeting with the insurance representative. Failure to submit such statement within the thirty (30) days time period shall be deemed approval of the proposed plan and a waiver of any right to arbitrate the issue.

If the Association disapproves of any change pursuant to the written statement noted above, it may submit the issue to arbitration within fifteen (15) calendar days of receipt of notice from the Superintendent that the Board intends to implement the new plan. The sole substantive issue for arbitration shall be: Does the change as presented provide substantially equivalent coverage in terms of the overall level of insurance benefits, service or administration, when considered as a whole?

Arbitration in accordance with the rules of the American Arbitration or ADRC Association shall be the exclusive method of deciding the above issue.

7. The Board shall maintain an Internal Revenue Code Section 125 pre-tax premium conversion account for teachers so that insurance contributions may be made from pre-tax dollars. The Board shall also make available on an optional basis, a Section 125 Flexible Spending Account for Medical Care Reimbursement (subject to IRS limits) and for Dependent Care (subject to IRS limits).
8. The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2018.

Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect in the 2017-2018 contract year triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations on the impact of the excise tax in accordance with the Teacher Negotiation Act. Such negotiations shall be limited solely to the distribution of payment of the excise tax, health insurance plan offerings, coverage, design, and premium cost share. Other negotiated subject matters shall not be subject to this reopener provision.

ARTICLE XVI

EARLY RETIREMENT

The Board of Education may offer such voluntary retirement incentives as it may deem appropriate with the agreement of the Association.

ARTICLE XVII

PART TIME EMPLOYEES

- A. Teachers employed less than full time but employed 50% or more shall receive the pro-rata equivalent of sick days, personal days, and pro-rata of cumulative sick days. In the case of partial or fractional parts the nearest whole will be employed.

Example: Teacher working 75% of F.T.E.

Sick = 11.25
Personal Days = 3.00
Cumulative Sick Days = 112.50

- B. Teachers employed less than fifty (50%) of full work schedule shall receive the pro-rata equivalent of sick days, and pro-rata of cumulative sick days. In the case of partial or fractional parts the nearest whole will be employed.

ARTICLE XVIII

PROTECTION OF TEACHERS

- A. Teachers shall report immediately, in writing, to their principal and the central office all cases of assault suffered by them in connection with their employment.
- B. Such report shall be forwarded through the Superintendent to the Board which shall comply with any reasonable request from the teacher for information in its possession not privileged under law which relates to the incident or the persons involved.
- C. Whenever a teacher is absent from school as a result of personal injury arising in and out of the course of his/her employment, he/she may utilize his/her sick leave entitlement to make up the difference

between the Worker's Compensation benefit (pay) and the teacher's regular salary for each day absent from such injury. The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his or her duties. The cost of such examination shall be borne by the Board.

ARTICLE XIX

JURY DUTY

- A. Teachers selected for jury service shall promptly notify the Superintendent of Schools of such obligation. Teachers shall receive necessary time to fulfill this legal obligation. Teachers selected for jury service shall receive a rate of pay equal to the difference between his/her earned salary and any jury fee.

ARTICLE XX

PAYROLL DEDUCTIONS

- A. In addition to those payroll deductions required by law, the following agencies are eligible for payroll deductions. All requests for deductions must be in writing.

Credit Union	Eastford Teachers Association
TSA Programs	National Education Association
Health Insurance	Connecticut Education Association

The Board of Education has agreed to handle the disbursement of monies collected for Tax Sheltered Annuity Plans for no more than seven (7) companies.

- B. Dues Deductions and Service Fee

1. Condition of Employment

All teachers employed by the Board of Education shall, as a condition of employment, join the Association or pay a service fee to the Association. Said service fee shall not be greater than the amount uniformly required of members of the Association which represents the costs of collective bargaining, contract administration and grievance adjustment. The service fee shall be set and administered in accordance with law.

2. Deductions

The Board of Education agrees to deduct from each teacher's salary an amount equal to the Association membership dues or service fee by means of payroll deductions. Each teacher who joins the Association shall file a "dues authorization card" with the Board. The amount of deduction for membership dues shall be equal to the total Association membership dues divided by sixteen (16) paychecks from and including the first paycheck in October through and including the last paycheck in May. The amount of the deduction for service fee shall be equal

to the total service fee divided by twelve (12) 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 by the Association to the Board of Education prior to the opening of the school year. The amount of service fee shall be certified by the Association to the Board of Education prior to January 1 of each school year.

3. Subsequent Employment

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

4. Forwarding 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.

5. Save Harmless

The Association shall indemnify and save the Board harmless against all claims, demands, suits, or other forms of liability, including attorney's fees, which may arise by reason of any action taken in making deductions and remitting the same to the Association. If the Association fails to meet its obligations under this provision, Section B of this Article shall be null and void, and shall be severed from this Agreement.

6. The singular reference to the "Association" herein shall be interpreted as referring to the Eastford Teacher's Association, the Connecticut Education Association, and the National Education Association.

7. The Association shall certify to the agent of the Board, in writing, the current rate of its membership by July 15.

8. No later than September 30 of each year, the Board shall provide the Association with a list of those employees who have authorized dues deductions. The Board shall provide the Association monthly with any additions or deductions from such list.

C. All deductions shall be divided in such a manner that all paychecks are equal, except for the professional dues and those months in which there are three paychecks.

ARTICLE XXI

PERSONNEL FILES

A. No material excluding ordinary business records originating after original employment shall be placed in a teacher's personnel file unless the teacher has been notified and has had an opportunity to review the 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. Nothing herein shall be deemed to eliminate the Board's responsibility to maintain records consistent with the law, including but not limited to the Freedom of Information Act.

- B. Any substantive, serious complaint made to the administration against a teacher shall promptly be called to the attention of the teacher. No anonymous complaint will be placed in a teacher's file.
- C. Each teacher shall have the right to review and make copies of any material in the teacher's personnel file upon reasonable notice during the hours in which the Board's office is open.

ARTICLE XXII

JUST CAUSE

- A. No teacher shall be disciplined without reasonable and just cause. This provision shall not apply to non-renewals, terminations, evaluations, transfers or assignments, or the appointment or non-reappointment to an extra-curricular position.

ARTICLE XXIII

SEVERABILITY

- A. In the event 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 and the invalid clause shall be severed from the Agreement.

ARTICLE XXIV

DURATION

This agreement shall be effective as of July 1, 2015 and shall continue and remain in full force and effect to and including June 30, 2018.



Eastford Board of Education



Eastford Teacher's Association

Date: 2/10/15

Date: 2/10/15

APPENDIX A
SALARY SCHEDULE
2015 - 16

Step	BA	MA	6TH YR	PHD
1	46,427	51,349	54,302	58,239
2	48,197	53,318	56,268	60,205
3	49,970	55,288	58,239	62,176
4	51,743	57,253	60,205	64,142
5	53,515	59,224	62,176	66,114
6	55,288	61,192	64,142	68,082
7	57,058	63,163	66,114	70,052
8	58,830	65,126	68,082	72,019
9	60,601	67,096	70,052	73,988
10	62,374	69,066	72,019	75,956
11		71,036	73,988	77,927
12		73,004	75,956	79,894
13		74,970	77,927	81,863
14		78,911	81,863	85,800

Eligible teachers shall advance one step over their 2014-15 step placement.

APPENDIX A
SALARY SCHEDULE
2016 - 17

Step	BA	MA	6TH YR	PHD
1	47,365	52,386	55,399	59,415
2	49,171	54,395	57,405	61,421
3	50,979	56,405	59,415	63,432
4	52,788	58,410	61,421	65,438
5	54,596	60,420	63,432	67,450
6	56,405	62,428	65,438	69,457
7	58,211	64,439	67,450	71,467
8	60,018	66,442	69,457	73,474
9	61,825	68,451	71,467	75,483
10	63,634	70,461	73,474	77,490
11		72,471	75,483	79,501
12		74,479	77,490	81,508
13		76,484	79,501	83,517
14		80,505	83,517	87,533

Eligible teachers shall advance one step over their 2015-16 step placement.

APPENDIX A
SALARY SCHEDULE
2017 - 18

Step	BA	MA	6TH YR	PHD
1	48,483	53,622	56,706	60,817
2	50,331	55,679	58,760	62,871
3	52,182	57,736	60,817	64,929
4	54,034	59,788	62,871	66,982
5	55,884	61,846	64,929	69,042
6	57,736	63,901	66,982	71,096
7	59,585	65,960	69,042	73,154
8	61,434	68,010	71,096	75,208
9	63,284	70,066	73,154	77,264
10	65,136	72,124	75,208	79,319
11		74,181	77,264	81,377
12		76,237	79,319	83,432
13		78,289	81,377	85,488
14		82,405	85,488	89,599

Eligible teachers shall advance one step over their 2016-17 step placement.

**APPENDIX B
EASTFORD TEACHERS ASSOCIATION
STIPEND POSITIONS**

Extra Duty Salary Schedule

Advisors	2015-16	2016-17	2017-18
A. Class Advisor - Grade 8	\$378	\$386	\$395
B. Band/Chorus	\$133	\$136	\$139
C. Yearbook	\$250	\$255	\$261
D. Student Council	\$195	\$199	\$204
E. TEAM Mentor Per Mentee (State Reimbursement or amount listed when State reimbursement is not available)	\$511	\$521	\$533
F. Head Teacher	\$600	\$612	\$626
G. SAT/ RTI Facilitator	\$475	\$485	\$496
H. LPC Coordinator	\$256	\$261	\$267
I. Field Trip Coordinator	\$256	\$261	\$267
J. PPT and Special Education Report Facilitator	\$1,533	\$1,564	\$1,601
K. School Library Staff Liaison	\$250	\$255	\$261
L. Technical Assistant/Troubleshooter	\$1,354	\$1,381	\$1,414
 Other Extracurricular			
A. Homework Club	\$38/Session	\$39/Session	\$40/Session
B. Events Chaperone - Sports, Dances, Concert Activities (stipend available once teacher has participated in at least two events during the year)	\$43	\$44	\$45
C. Athletic Director	\$1,500	\$1,530	\$1,566
D. DC TRIP Chaperone	\$400	\$408	\$418
E. DC TRIP Planner/Chaperone	\$600	\$612	\$626
F. Coaches (Boys Basketball, Girls Basketball, Girls Soccer, Boys Soccer, Track, Baseball)	\$1,500	\$1,530	\$1,566
 <i>Summer School</i>			
A. <i>Summer School and Saturday School Teacher(s)</i>	\$42/hr.	\$43/hr.	\$44/hr.
Plus - for planning for three or more teaching hours OR	\$41	\$42	\$43
Plus - for planning for less than three teaching hours.	\$27	\$28	\$29
B. <i>Homebound Tutor</i>	\$42/hr.	\$43/hr.	\$44/hr.
(no planning time compensated)			

*Only one person shall be appointed to each extra-curricular activity. In cases where the position is split between more than one person, only one stipend shall be paid for the position, provided that multiple persons performing the same full position will not have to split their stipends.

APPENDIX C

Updated based on Plan Design effective December 1, 2014

PREFERRED PROVIDER PLAN (PPO)		
Benefit	In Network	Out of Network
Deductible & Co-Insurance	N/A Out of Pocket Limit: \$3,000/\$6,000	Deductible: \$2,000/\$4,000 Co-insurance:70% insurer/30% employee Out of Pocket Limit:\$6,000/\$12,000
Lifetime Maximum:	Unlimited	Unlimited
<i>Inpatient Hospital Services</i>	\$500 co-pay per day up to 3 days per admission	Deductible & Coinsurance
<i>Outpatient Hospital Services</i>	\$250 co-pay	Deductible & Coinsurance
Inpatient Mental and Substance Abuse	\$500 co-pay per day up to 3 days per admission	Deductible & Coinsurance
<u>Emergency Care</u> Emergency Room Visits, waived if admitted	\$150 co-pay	\$150 co-pay
Urgent Care	\$40 co-pay	Deductible & Coinsurance
Ambulance	No co-pay	No co-pay
<u>Physician Services</u> Medical Care	Office Visit: \$20 co-pay per visit Specialist: \$40 co-pay per visit	Deductible & Coinsurance
<i>Preventive Care</i> Pediatric: (Well Child Care) (According to Age Base Schedule) Adult Physical Examinations: (According to Age Base Schedule) Gynecological: (1 per year) Mammography: Hearing Exam: (As part of a preventative exam)	No co-pay	Deductible & Coinsurance
<u>Vision Care</u> Vision exam - one per calendar year	\$20 co-pay	See Plan Documents

PREFERRED PROVIDER PLAN (PPO)		
Benefit	In Network	Out of Network
Outpatient Therapy Coverages <i>ST, OT, PT & Chiropractic Services</i>	\$20 co-pay <i>40 visit max for PT, OT & ST; 20 visit max for Chiro per calendar year</i>	Deductible & Coinsurance
Prescription Drug Benefits	30 day supply at retail pharmacy member responsible for: Tier: 1 \$10 copay; Tier 2: \$30 copay; Tier 3: \$40 copay; Tier 4: \$25% to \$250 max Maintenance Drugs through mail order member responsible for Two & One-Half copayments when purchasing a 90 day supply	Covered at 70% Deductible & Coins.
Outpatient Mental Health & Substance Abuse	\$20 co-pay prior authorization required	Deductible & Coinsurance
Home Health Care (Limited to 100 visits; limit does not apply to Physical, Occupational or Speech Therapy when performed as part of Home Health)	\$20 co-pay	Deductible & 25% Coinsurance
Skilled Nursing Facility (Limited to 90 combined days for Rehab and Skilled Nursing Facility)	Same as Hospital Inpatient Co-pay	Deductible & Coinsurance
Maternity Care Prenatal and Postnatal	Covered in Full	Deductible & Coinsurance
High-Cost Outpatient Diagnostic <i>Prior authorization required Subject to copay: MRI, MRA, CAT, CTA, PET & SPECT scans</i>	0% Coinsurance	Deductible & Coinsurance

APPENDIX D

Updated based on Plan Design effective December 1, 2014

HMO PLAN	
Benefit	In-Network
<u>Cost Shares</u>	\$20 Office Visit Co-Pay \$40 Specialist Visit Co-Pay \$150 Emergency Room Co-pay (waived if admitted) \$40 Urgent Care No Cost Share for Ambulance Out of Pocket Limit: \$3,000/\$6,000 Unlimited Lifetime Maximum
<u>Prescription Drug Benefits</u>	30 day supply at retail pharmacy member responsible for: Tier 1 \$10 copay; Tier 2: \$30 copay; Tier 3: \$40 copay; Tier 4: \$25% to \$250 max Maintenance Drugs through mail order member responsible for Two & One-Half copayments when purchasing a 90 day supply
<u>Preventive Care</u>	
Pediatric	No charge - Covered according to age-based schedule
Adult	No charge - Covered according to age-based schedule
Vision	\$20 co-pay - Covered one per calendar year
Hearing	No charge - Screening part of physical exam
Gynecological	No charge - Covered once every year
<u>Medical Services</u>	
Medical Office Visit	\$20 co-pay
Specialist Office Visit	\$40 co-pay
Allergy Services Office visits/testing	\$20 co-pay
Diagnostic Lab and X-Ray:	No Charge
High-cost outpatient diagnostic - <i>prior authorization required</i> <i>Subject to copay: MRI, MRA, CAT, CTA, PET & SPECT scans</i>	0% Coinsurance

HMO PLAN	
Benefit	In-Network
Inpatient Medical Services - <i>Semi-private room</i>	\$500 copay per day up to 3 days per admission
Outpatient Surgery - in hospital or surgi-center	\$250 co-pay
Outpatient mental health & substance abuse - <i>prior authorization required</i>	\$20 co-pay
<u>Emergency Care</u>	
Emergency Room	\$150 co-pay (waived if admitted)
Urgent Care	\$40 co-pay
Ambulance	No charge
<u>Inpatient Hospital</u>	
General/Medical/ Surgical/Maternity/ Semi-private room	\$500 copay per day up to 3 days per admission
Inpatient mental health & substance abuse	\$500 copay per day up to 3 days per admission
Rehabilitative Services-(physical/speech/ occupational therapy) <i>limited to 40 combined visits for Physical, Occupational & Speech Therapy. Visit limits are combined across outpatient & other professional visits</i>	\$20 co-pay
Skilled Nursing Facility (Limited to 90 combined days for Rehab and Skilled Nursing Facility)	\$500 copay per day up to 3 days per admission
<u>Other Services</u>	
Home Health Care (Limited to 100 visits; limit does not apply to Physical, Occupational or Speech Therapy when performed as part of Home Health)	\$20 co-pay