

A CONTRACT
between the
ELLINGTON EDUCATION ASSOCIATION
and the
ELLINGTON BOARD OF EDUCATION

2013-16

TABLE OF CONTENTS

<u>ARTICLE #</u>	<u>ARTICLE</u>	<u>PAGE #</u>
	Definitions	iii
I	Preamble	1
II	Recognition	1
III	Management Rights	2
IV	Grievance Procedure	3
V	Building Meetings	5
VI	Teacher Assignments	6
VII	Transfer Procedures	7
VIII	Filling of Vacancies	7
IX	Reduction in Force	8
X	Working Conditions	10
XI	Duty-Free Lunch	11
XII	Teachers' Workday	11
XIII	Employment Year	11
XIV	Vacations	11
XV	Class Size	11
XVI	Teacher Facilities	12
XVII	Part-Time Teachers	12
XVIII	Substitutes	13
XIX	Professional Growth and Development	13
XX	Incentives - Grants	13
XXI	Payroll	14
XXII	Salaries	15
XXIII	Approved Non-Teaching Professional Duties	20
XXIV	Approved Seasonal Extra-Curricular Duties	22

TABLE OF CONTENTS
(continued)

<u>ARTICLE #</u>	<u>ARTICLE</u>	<u>PAGE #</u>
XXV	Fringe Benefits	25
	A. Insurance	25
	B. Sick Leave	27
	C. Childbearing Leave	28
	D. Childrearing Leave	28
	E. Extended Leave	29
	F. Sabbatical	29
	G. Other Leave	30
XXVI	Retirement	31
XXVII	Jury Duty	32
XXVIII	General Provisions	32
XXIX	Association Security	33
XXX	Use of School Facilities	34
XXXI	Mentors	34
XXXII	Scope of Agreement	34
XXXIII	Amendment	34
XXXIV	Duration	34

DEFINITIONS

Days	calendar days.
Elementary Teachers	those who teach students in Pre-School through grade six (6).
Grievance	a claim alleging a violation, misapplication, or misinterpretation of a specific provision(s) of this Agreement or a condition which affects the health and safety of teachers arising from the specific language of this Agreement.
Grievant	any individual teacher, a group of teachers or the Association.
Open Houses	After school hour sessions where teachers are present in school and the schools are open to the general public, but not including after-hours parent conference meetings.
Part-Time Teacher	one working for less than one hundred percent (100%) of salary.
Secondary Teachers	those who teach students in grades seven (7) through twelve (12).
Superintendent	the Superintendent of Schools or his/her designee.

ARTICLE I
PREAMBLE

This Agreement is entered into between the Ellington Board of Education (hereinafter referred to as the "Board") and the Ellington Education Association (hereinafter referred to as the "Association").

ARTICLE II
RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive representative, as defined in Connecticut General Statutes as amended, for the entire group of certified professional employees who are employed by the Board in positions requiring a teaching or other certificate and are not included in the administrators' unit or excluded from the purview of the Teacher Negotiation Act.

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 this collective bargaining agreement, except as follows:

- A DSAP holder shall not accrue seniority or length of service for any purpose under this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously by the Board as a teacher 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.
 - 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.
 - DSAP holders shall have no bumping rights or recall rights under this Agreement.
- B. Unless otherwise indicated the term "teacher" when used hereinafter in this Agreement shall refer to all employees in the above unit.
- C. It is the intent and purpose of the parties hereto that their agreement promote and improve the quality of education in the Town of Ellington, provide for orderly, professional negotiations between the Board and the Association and secure prompt and fair disposition of grievances as to promote positive influences upon the operation of the educational program.

ARTICLE III
MANAGEMENT RIGHTS

The Board reserves and retains, solely and exclusively, all its rights, expressed or implied, to manage the school system and its employees as such rights existed prior to the execution of this Agreement. The Association agrees that the functions and rights of management belong solely to the Board and that the Association will not interfere with the Board's exercise of these rights and functions.

A. Enumerated Rights

The exclusive rights of the Board include, but are not limited to, the right to: direct the operation of the public schools in the system in all aspects; select and employ new personnel, manage the school system and the direction of its work force; determine methods and levels of financing and budget allocation; provide, when necessary, for the transportation of students; designate the schools to be attended by the children in the system; establish the number of schools to be utilized by the system; maintain good public elementary and secondary schools and provide such other educational activities as in its judgment will best serve the interests of the system to give the children of the system as nearly equal advantages as may be practicable; maintain and operate buildings, lands, apparatus and other property used for school purposes; decide the textbooks to be used; make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore; prepare and submit budgets and, in its sole discretion, expend monies appropriated to the Board for the maintenance and operation of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable; determine, and from time to time redetermine the number of Board personnel and the methods and materials to be employed; select and determine the qualifications of teachers and other Board employees required to promote the efficient operation of the school system; distribute work to Board employees in accordance with the job content and job requirements determined by the Board; establish assignments for teachers and other Board personnel; transfer teachers and other Board personnel; determine the procedures for promotion of teachers and other Board personnel; create, enforce, and from time to time change rules and regulations concerning discipline and safety of teachers and other Board personnel; discipline, suspend or discharge teachers and other Board personnel; and, otherwise take such measures as the Board may determine to be necessary to promote the orderly, efficient and safe operation of the school system.

B. Unenumerated Rights

The listing of specific rights in subsection (A) of this section is not intended to be inclusive, restrictive or a waiver of any rights of the Board not listed which have not been expressly and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

- C. The Board shall not, however, exercise any of its authority so as to contravene a specific provision of this Agreement.

ARTICLE IV
GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to equitably resolve any alleged breaches of this contract through open and honest discussion at the lowest possible administrative level. Both parties agree that the proceedings will be kept as confidential as is appropriate.

B. Informal Level

If a teacher believes that there has been a violation of a specific term or terms of this Agreement, that teacher shall first discuss the matter with the building principal or director, provided the perceived grievance involves that administrator. If the perceived grievance does not involve or cannot be resolved at the building principal or director level, the teacher may discuss the perceived grievance with the next higher administrator in an effort to resolve the matter informally. This informal level may take place with or without the assistance of the Association.

C. Time Limits

1. 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 limits specified may, however, be extended by written agreement of the grievant and the appropriate administrator.
2. If a teacher does not file a grievance in writing within twenty (20) days after he/she knows, 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.
3. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
4. Failure by the administrator involved to render his/her decision within the specified time limits shall be deemed to be a denial of the grievance submitted.

D. Formal Procedure

1. Level One - Building Administrator

- a. The grievant shall file a written formal grievance with the building administrator, with a copy to the Association, specifying the term or

terms of the contract that the grievant believes have been breached, a precise factual statement telling how the contract has been breached, and a proposed remedy.

- b. Within five (5) days after the receipt of this formal grievance, the building administrator will set up a meeting with the grievant and with any other appropriate supervisor or member of the staff and/or the Association who may help to facilitate a solution to the alleged grievance.
- c. The building administrator shall, within five (5) days after the meeting, render his/her decision and reasons in writing to the grievant with a copy to the Association.
- d. No settlement or granting of the grievance at this level shall be valid without the written approval of the Superintendent.

2. Level Two - Superintendent

- a. If the grievant is not satisfied with the disposition of the grievance at Level One, he/she may, within five (5) days after the decision or seven (7) days after the Level One meeting, file the grievance with the Superintendent with a copy to the Association.
- b. The Superintendent shall, within five (5) days after the receipt of the referral, meet with the grievant and any other member of the staff or Association who may be able to facilitate a resolution to the problem.
- c. The Superintendent shall, within five (5) days after such meeting, render his/her decision and the reasons therefor in writing to the grievant and the Association.

3. Level Three - Board

- a. If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within five (5) days after the decision or eight (8) days after the meeting with the Superintendent, file the grievance with the Board with a copy to the Association.
- b. The Board or a Committee thereof shall, within ten (10) days after the receipt of the grievance, meet with the grievant and the Association for the purpose of hearing the grievance.

- c. The Board shall, within five (5) days after such meeting, render its decision and the reasons in writing to the grievant with a copy to the Association.

4. Level Four - Arbitration

- a. If the grievant is not satisfied with the disposition of the grievance at Level Three, he/she may, within ten (10) days after the decision of the Board, or within ten (10) days after the meeting with the Board, if no decision is issued, submit the grievance to the Association for determination of whether the grievance shall be submitted to arbitration. If the Association determines that a grievance shall be submitted to arbitration, the Superintendent shall be notified of such determination in writing. If the Association and the Superintendent cannot mutually agree upon a single arbitrator to hear the grievance within three (3) days of the notice of intent to submit to arbitration, then the Association and the grievant may submit the grievance to arbitration by filing a demand for arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association (A.A.A.). The American Arbitration Association shall then act as the administrator of the proceedings.
- b. The arbitrator shall, within thirty (30) days after the hearing, render the decision in writing to the Board and the Association, setting forth findings of fact, reasoning, and conclusions on the issues submitted.
- c. The arbitrator shall hear and decide only one (1) grievance at a time. The arbitrator shall decide initially questions of arbitrability. The arbitrator shall not add to, delete from, or modify in any way any of the provisions of the Agreement. The decision of the arbitrator shall be binding upon both parties.
- d. Fees and expenses of the A.A.A. and the arbitrator shall be borne equally by the Board and the Association.

E. Rights of Teachers to Representation

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

F. Miscellaneous

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

ARTICLE V
BUILDING MEETINGS

- A. Building meetings shall be those meetings scheduled by the Administration which require attendance of the entire professional staff. Building meetings shall commence within 15 minutes after the close of the students' school day. These meetings will be approximately sixty (60) minutes in duration.
- B. The number of building meetings shall be limited as follows:
 - 1. Entire building meetings shall not exceed fifteen (15) per school year. Additional meetings may take place by mutual consent of the building staff and building administrator.
 - 2. Department or grade-level meetings shall not exceed ten (10) per school year. Additional meetings may take place by mutual consent of the department or grade-level staff and the appropriate administrator.
- C. Building meetings will be called when necessary for school business.
- D. Day or evening school-wide parent conferences at which teacher attendance is mandatory will be scheduled by the Administration in the fall and in the spring of each school year. Parent conference days will be early release days for students. No more than two evenings of parent conferences shall be scheduled in the fall and no more than two evenings of conferences shall be scheduled in the spring. K-6 conferences shall be for a minimum of twenty (20) minutes. Building principals may approve an alternate schedule with shorter conference time as warranted by individual class size. Conferences shall be scheduled on these dates at the discretion of the parents and the teachers. When the parent/teacher conferences are completed, the teacher may leave with the approval of the building principal.
- E. Teachers shall be expected to attend two (2) open houses per school year, however, teachers who work in more than one (1) school shall not be required to attend more than four (4) open houses per school year. In the event of a special circumstance, teachers may be required by their building administrator to attend a third open house.
- F. A calendar shall be developed by the administration by September 18 of each school year for the purpose of scheduling building meetings for the current school year.

ARTICLE VI
TEACHER ASSIGNMENTS

- A. Secondary teachers shall be responsible for not less than three (3) preparations per day unless scheduling permits otherwise.
- B. Number of Classes
- Secondary teachers will be assigned to teach no more than five (5) classes per day. A teacher may elect to teach a sixth (6th) class in place of an assigned building duty. Such sixth (6th) class will be for the duration of the current school year. In emergency situations or unforeseen vacancies, a teacher may elect to teach a sixth (6th) class in lieu of a planning period. This volunteer emergency assignment will not exceed thirty (30) school days: The time may be mutually extended by agreement of the Association and the Superintendent. The teacher accepting this sixth (6th) assignment will be paid at the rate of compensation based upon pro-rating of 1/8th of that teacher's current annual salary.
- C. All teachers will be assigned to positions by the Superintendent upon the recommendation of the principal. Teacher preferences for changes in assignment will be considered. The following criteria will be used in determining the assignment of teachers.
1. certification
 2. experience/qualification in the area of certification
 3. total contractual experience in the school system
- D. Teachers shall receive their tentative teaching assignments from the building administrator as soon as they are known, normally not beyond one week before the close of the current school year or the approval of the next school year's annual budget, whichever occurs later.
- E. In the event of a change in circumstances or conditions during the months of July or August, such as resignations, deaths, promotions, leaves of absence or student enrollment, such assignments may be changed only as required thereby, with immediate notice in writing to the teacher(s) affected.
- F. Teachers' requests for a change of assignments shall be submitted in writing to the appropriate administrator no later than April 15, unless an opening occurs after that date.

ARTICLE VII
TRANSFER PROCEDURES

Teachers' requests to transfer to another building shall be submitted in writing to their building administrator with a duplicate to the Superintendent not later than April 15. When an involuntary transfer is made, the Superintendent will meet with the affected teacher upon request, and the Association, if requested by the teacher, to explain the reasons for the transfer.

ARTICLE VIII
FILLING OF VACANCIES

The Superintendent will post information in each building concerning all certified, professional vacancies within ten (10) school days after it is determined the position is to be filled, except during the summer vacation. Teachers wishing consideration for vacancies occurring during the summer shall leave notice and stamped, self-addressed envelopes with the Superintendent.

ARTICLE IX
REDUCTION IN FORCE

A. Teacher Reduction

1. When action must be taken to reduce the number of teachers, the Board, through the Superintendent, will meet with the Association to discuss the effects of the reduction in force.
2. Should it become necessary to dismiss teacher(s) because of the elimination of positions, determination of those who are to be released is to be in the following order:
 - a. Tenure and certification status:
 - (1) Volunteer retirements, transfers, resignations
 - (2) Certified, non-tenured teachers
 - (3) Certified, tenured teachers
 - b. Other criteria:
 - (1) A tenured teacher may be dismissed because of elimination of position only if there is no other position for which the tenured teacher is qualified. In order to be qualified to displace another teacher or to be transferred to an open position, a tenured teacher must be certified to hold such a

position and be able to show evidence of qualification for such position as determined by the Superintendent.

- (2) Within the separate categories of tenured and non-tenured teachers, dismissal because of elimination of position will be based on seniority as determined by the total number of years of contractual service as a certified teacher in the Ellington School System, provided, however, that in order to displace another teacher on the basis of seniority, a teacher must be certified to hold the position of the teacher to be displaced and be able to show evidence of qualification for such position as determined by the Superintendent. Part-time service will be credited as that portion of full-time salary received (for seniority).
 - (3) When it becomes necessary to choose between or among several qualified teachers of equal seniority, the following shall be considered:
 - (a) Total contractual experience in the system (starting with the date the contract was signed)
 - (b) Experience in area of certification
 - (c) Degree status.
3. Reduction in force decisions shall be governed by the provisions of Connecticut General Statutes Section 10-151 and shall not be subject to the grievance and arbitration provisions of this Agreement.

B. Recall

1. The name of any teacher whose services have been terminated because of the elimination of a position or a reduction in teachers shall be placed upon a reappointment list and remain on such list for two (2) years, provided such teacher does not refuse a reappointment and provided such teacher applies in writing by registered mail for retention of his/her name on said list on or before June 1 of each year subsequent to his/her termination.
2. Any teacher on the recall list shall receive a written offer of reappointment at least thirty (30) days prior to the date of reappointment. The teacher shall accept or reject the appointment in writing within ten (10) days. If he/she accepts the appointment, he/she shall receive a written contract at least fifteen (15) days prior to the effective date of reemployment, where possible.

3. The order of recall will be based on the application of teacher reduction in A.2.b.(3)(a),(b),(c).
4. No new teacher shall be hired in a subject area or grade level unit until all teachers on the recall list from that subject area or grade level have been recalled or have declined the opening.
5. No new teacher shall be hired in a subject area or grade level before teachers on the recall list from other subjects area or grade levels who may be qualified and who possess the necessary certification are recalled or have declined that opening.
6. Teachers being recalled shall be placed on a rehire list as determined by a Committee for Separation and approved by the Board.
7. The separation of a teacher pursuant to this procedure will not affect any fringe benefits earned and/or accumulated, or benefits to be earned and/or accumulated when reemployed, with the exception of salary schedule increments and years of service as applied to teachers' retirement.
8. The Committee for Separation shall consist of the Superintendent, the building administrator of the school involved and three (3) Association representatives representing the secondary or elementary levels, dependent upon those teachers to be terminated. The Superintendent and the building administrator will each have one (1) vote while the three Association representatives will totally have one (1) vote.

ARTICLE X
WORKING CONDITIONS

- A. Teachers will be excluded from cafeteria supervision, except where required by special education programs or other legal mandates.
 1. Teachers who volunteer to be cafeteria supervisors shall be paid an incentive as established by Article XXIII.
 2. In emergency situations, teachers who volunteer or are assigned will be paid \$12.50 per situation.
- B. Secondary school teachers may be assigned cafeteria study hall. Should the number of students exceed fifty (50), a second teacher shall be assigned.
- C. The teacher mileage rate shall be the IRS rate.
 1. The approved mileage rate also applies to teachers who travel between schools as a part of their normal teaching assignment.

2. Teachers shall be paid mileage for any Board approved, school-related activity requiring a return trip, except for parent conferences and open houses. Excluded are teachers who receive a stipend for school-related activities or who are otherwise paid by the Board for serving at a school function.
- D. Teachers who are involved in EIP/SAT, PPT, CPPT or Safety Committee meetings which extend one hour beyond the teacher workday will be compensated at the rate of \$19.00 per hour, or fraction thereof.
- E. Elementary teachers shall be excluded from playground duty. Teachers shall self-direct this recess time tutoring students, communicating with parents and/or planning for instruction.
- F. All extra-duty assignments will be assigned to staff as equally as possible.
- G. Kindergarten teachers shall be assigned at least one preparation period per day, contiguous to the teachers' lunch period, of a minimum of twenty-five (25) minutes.

ARTICLE XI
DUTY-FREE LUNCH

- A. All PreK-6 teachers shall have an uninterrupted, duty-free and meeting-free lunch period daily of at least twenty-five (25) minutes duration.
- B. All 7-12 teachers shall have duty-free lunch periods at least the length of the students' lunch period.
- C. It is understood that teachers are free to leave the school during their lunch period, after informing the office.

ARTICLE XII
TEACHERS' WORKDAY

- A. The teacher workday shall extend thirty-five (35) minutes beyond the student school day as established by the Board. The Superintendent, upon the recommendation of the building principal and with suggestions from the teachers at a particular building, may adjust the amount of time before or after the student school day.
- B. If the Board lengthens the workday beyond seven (7) hours and fifteen (15) minutes, the Board and the Association will negotiate over the impact of such change.

ARTICLE XIII
EMPLOYMENT YEAR

If the Board lengthens the scheduled work year of teachers beyond one hundred and eighty seven (187) days, the Board and the Association will negotiate over the impact of such change.

ARTICLE XIV
VACATIONS

Teachers shall have all vacation time designated as "School Vacation" in the annual calendar adopted by the Board.

ARTICLE XV
CLASS SIZE

When classroom size or composition reaches a level which, in the opinion of the teacher, is considered detrimental to the learning process, it shall be brought to the attention of the building principal. No specific class size or composition shall automatically require the assignment of a teacher aide or the reassignment of students and/or teachers. If a satisfactory solution cannot be reached, the teacher may bring the problem to the attention of the Superintendent. It is expected that action on class size or composition will be initiated immediately and time frames will be reduced in order to reach a satisfactory solution in the shortest time possible. Should the Board consider a policy regarding class size or composition, the Association shall be consulted and allowed to provide input to the Board before adoption of the Policy.

ARTICLE XVI
TEACHER FACILITIES

- A. Space will be provided in which floating teachers may safely store instructional materials and supplies.
- B. The Board and the Association agree that each school shall have the following facilities:
 - 1. An appropriately furnished room to be used as a faculty lounge.
 - 2. A work area containing a photo copier and equipment to aid in the preparation of instructional materials will be provided for teacher use.
 - 3. Well-lighted and clean restrooms for teachers with separate facilities for men and women.
 - 4. Parking space of adequate portion and convenience of location at each school.

5. A telephone for teachers' use shall be provided, located to ensure confidentiality.
6. Classrooms shall be uniformly equipped with, but not limited to, necessary articles; such as, a teacher's desk, file cabinet, clock, and chalkboard.

ARTICLE XVII
PART-TIME TEACHERS

- A. Teachers who work less than full-time shall receive sick leave equivalent to fifteen (15) of their contracted work days.
- B. Part-time service will be credited as that portion of full-time salary received (for seniority).
- C. In accordance with Article XXV, G. *Other Leave*, a teacher who is designated as less than full-time shall be authorized up to three (3) of his/her contracted work days' leave with pay annually and shall not accumulate.
- D. A teacher who is designated as less than .5 shall receive insurance benefits on a co-pay basis with the Board paying fifty (50) percent of its normal share of the premium and the teacher paying the remaining portion of the premium.

ARTICLE XVIII
SUBSTITUTES

- A. The Board will make every effort to employ substitutes in cases of teacher absences, including absences of specialists. In the event a substitute is not employed or is unable to cover an absent teacher's full schedule, teachers will be expected to cover another's class when it is absolutely necessary.
- B. A teacher may advise the building administrator of his/her preference for substitutes.

ARTICLE XIX
PROFESSIONAL GROWTH AND DEVELOPMENT

- A. All teachers will be required to participate in accordance with the professional growth and development plan approved by the Board and filed with the State Board of Education pursuant to Connecticut General Statutes as amended.
- B. Teachers will be reimbursed for each course necessary to teach new curriculum as required by the administration in an amount not to exceed the cost per credit hour rate set by the University of Connecticut.
- C. The teachers' conference account shall be set with a distribution to be determined by the Superintendent according to need.

- D. Tuition payment equivalent to the rate charged by the University of Connecticut will be reimbursed to teachers for any course taken in related subject areas not leading to a degree or salary change and with prior approval of the Superintendent of Schools. Payment is to be made upon verification of successful completion of said course along with a paid tuition receipt.

ARTICLE XX
INCENTIVES - GRANTS

- A. The Board will offer an incentive bonus to any teacher(s) who develops, prepares, submits, and receives approval for a competitive grant which will provide benefits to either the school system or children, if allowable in the approved grant application.

ARTICLE XXI
PAYROLL

A. Payroll Procedure

1. Payroll checks are to be issued to returning teachers on the first regular payroll date upon their return to work. All teachers will then be paid bi-weekly with the final paycheck issued on the last day of school. No later than May 1 of each year, each teacher shall notify the Board of the payment option(s) desired for the following year.

OPTIONS ARE AS FOLLOWS:

- a. Biweekly checks for ten (10) months with no balloon check
 - b. Biweekly checks for ten (10) months with a balloon check
 - c. Teachers may choose direct deposit at any banks of the teacher's choice.
2. Teachers hired after August 31 will make special arrangements for the first paycheck with the business office, but shall be paid by the second payday.
 3. Any coach or supervisor of an approved extracurricular activity or sport shall have a full compensation check prepared by the Business Office on the next pay period following the conclusion of the regular season (as determined by the Connecticut Interscholastic Athletic Conference (C.I.A.C.)) or the conclusion of the extracurricular activity as determined by the principal. The compensation check shall be given to the coach or supervisor when the Principal acknowledges in writing to the Business Office, that all obligations have been satisfactorily met.

4. Teachers receiving compensation for approved nonteaching professional duties performed throughout the school year, will have his/her stipend prorated and included in his/her biweekly check.

B. Deductions

1. The Board agrees to provide payroll deductions for insurance for those teachers filing the appropriate form no later than September 20.
2. The Board further agrees to provide payroll deductions for Association dues or service fees to be deducted twice a month in equal portions during the months of September through May. The Board agrees to forward to the Association treasurer, each month, a check for the amount of money deducted during that month, with the final payment being made prior to the last day of school.
3. The Board agrees to provide biweekly payroll deductions during the months of September through June for annuities for those teachers who file the appropriate form indicating the amount to be deducted at least three (3) weeks prior to the first of the month in which the deductions are to begin. Annuity deductions shall be electronically submitted on or before the payroll date and will be deposited in the appropriate accounts in a timely manner.
4. Long-term disability insurance and tax-sheltered annuities will be deducted by the Board for those teachers who, at their expense, choose to enroll in the plan.
5. Teachers' reimbursements for medical and child-care expenses from the IRS allowable pre-tax account shall be reimbursed in a timely manner. A schedule for reimbursements shall be provided by the Board at the beginning of each school year.

**ARTICLE XXII
SALARIES**

- A. The placement of any new teacher on a particular step on the teacher salary schedule shall be determined by the Superintendent, taking into consideration the following:
 1. Degree status.
 2. Teaching experience in public, private, and military dependents' schools.
 3. Up to four (4) years credit for military service.

4. Up to four (4) years credit for actual years of equivalent or related experience outside education at the discretion of the Superintendent.
- B. For purposes of definition relative to degree status, the following shall apply:
1. **Bachelor's:** A baccalaureate degree earned at an accredited college or university.
 2. **Master's:** A master's degree earned at an accredited college or university.
 3. **Bachelor's + 30:** Thirty (30) graduate credits earned at an accredited college or university in a **planned** program, as approved by the Superintendent. These credits are to be counted only if earned subsequent to the completion and awarding of the bachelor's degree.
 4. **Master's + 30:** Thirty (30) graduate credits earned at an accredited college or university in a **planned** program, as approved by the Superintendent. These credits are to be counted only if earned subsequent to the completion and awarding of the master's degree.
 5. **Sixth Year:** The sixth year shall constitute a **planned** and approved (by the Superintendent) program at an accredited college or university resulting in the award of a Sixth Year Certificate or a Certificate of Advanced Graduate Study (CAGS), or a second master's degree.
 6. **Ph.D./Ed.D.:** A doctor's degree earned at an accredited college or university and approved by the Superintendent for salary credit.
- C. Salary credit for earning an additional recognized degree or planned program in an educational field allied with the individual teacher's present or potential teaching/administrative assignment within the district shall be granted effective in the school year following the completion of the degree or planned program providing:
1. Notification in writing of pending degree/planned program completion is made to the Superintendent's office **prior** to October 1 for salary adjustment in the following school year.
 2. A certificate of successful completion or degree and all appropriate transcripts are received by the Superintendent from the institution at which the degree/planned program is earned or at which the credits are taken.

In the event the supportive data is delayed, the adjustment will be retroactive to the effective date of the contract.

- D. When a teacher has been placed on Intensive Assistance evaluation status for a second consecutive school year, the Board may, upon recommendation of the Superintendent, withhold a teacher's annual increment and/or salary increase.

E. SALARY SCHEDULES

Ellington Public Schools

2013-14 Teacher Salary Schedule				
Step	BA	MA/BA+30	6th YR/MA+30	Ph.D.
1	\$43,854	\$46,191	\$48,830	\$53,845
2	\$45,735	\$49,069	\$52,003	\$57,067
3	\$47,616	\$51,950	\$55,180	\$60,288
4	\$49,498	\$54,831	\$58,355	\$63,508
5	\$51,379	\$57,713	\$61,530	\$66,729
6	\$53,259	\$60,594	\$64,706	\$69,950
7	\$55,140	\$63,476	\$67,881	\$73,171
8	\$57,022	\$66,358	\$71,057	\$76,392
9	\$58,903	\$69,239	\$74,233	\$79,614
10	\$59,844	\$72,120	\$77,408	\$82,835
11		\$75,728	\$81,364	\$86,889
12*	\$71,518	\$79,047	\$84,971	\$90,654
	*No additional teachers will move to BA step 12.			

Step 2012-13	BA Step 2013-14	MA & 6 th Year Step 2013-14
1	1	1
2	2	2
3	3	3
4	4	4
5	5	5
6	6	6
7	7	7
8	8	8
9	9	9
10	10	10
11		11
12	12	12

Ellington Public Schools

2014-15 Teacher Salary Schedule					
Step	BA	MA/BA+30	6th YR/MA+30	Ph.D.	
1	\$44,160	\$46,954	\$49,700	\$54,670	
2	\$45,061	\$47,912	\$50,714	\$55,786	
3	\$46,953	\$50,810	\$53,911	\$59,026	
4	\$48,845	\$53,708	\$57,105	\$62,266	
5	\$50,739	\$56,607	\$60,298	\$65,506	
6	\$52,630	\$59,505	\$63,493	\$68,746	
7	\$54,522	\$62,403	\$66,688	\$71,987	
8	\$56,415	\$65,303	\$69,882	\$75,226	
9	\$58,307	\$68,202	\$73,077	\$78,467	
10	\$59,787	\$71,100	\$76,272	\$81,708	
11	\$60,742	\$73,999	\$79,465	\$84,947	
12		\$76,864	\$82,584	\$88,192	
13*	\$72,830	\$80,498	\$86,530	\$92,318	
	*No additional teachers will move to BA step 13.				

<u>Step 2013-14</u>	<u>BA Step 2014-15</u>	<u>MA & 6th Year Step 2014-15</u>
1	2	2
2	3	3
3	4	4
4	5	5
5	6	6
6	7	7
7	8	8
8	9	9
9	10	10
10	11	11
11		12
12	13	13

Ellington Public Schools

2015-16 Teacher Salary Schedule				
Step	BA	MA/BA+30	6th YR/MA+30	Ph.D.
1	\$44,160	\$46,954	\$49,700	\$54,670
2	\$45,061	\$47,912	\$50,714	\$55,786
3	\$46,953	\$50,810	\$53,911	\$59,026
4	\$48,845	\$53,708	\$57,105	\$62,266
5	\$50,739	\$56,607	\$60,298	\$65,506
6	\$52,630	\$59,505	\$63,493	\$68,746
7	\$54,522	\$62,403	\$66,688	\$71,987
8	\$56,415	\$65,303	\$69,882	\$75,226
9	\$58,307	\$68,202	\$73,077	\$78,467
10	\$59,787	\$71,100	\$76,272	\$81,708
11	\$60,742	\$73,999	\$79,465	\$84,947
12		\$76,864	\$82,584	\$88,192
13*	\$74,105	\$81,907	\$88,044	\$93,934
	*No additional teachers will move to BA step 13.			

	BA	MA & 6th Year
<u>Step 2014-15</u>	<u>Step 2015-16</u>	<u>Step 2015-16</u>
1	2	2
2	3	3
3	4	4
4	5	5
5	6	6
6	7	7
7	8	8
8	9	9
9	10	10
10	11	11
11	11	12
12		13
13	13	13

ARTICLE XXIII
APPROVED NON-TEACHING PROFESSIONAL DUTIES

	2013-14	2014-15	2015-16
SYSTEMWIDE	SALARY	SALARY	SALARY
Athletic Director (7-12)	\$7,394	\$7,505	\$7,618
Director of Guidance	\$5,243	\$5,322	\$5,402
Curriculum Team Leader (7-12)	\$6,989	\$7,094	\$7,200
Special Education Assistant	\$4,369	\$4,435	\$4,502
Summer Curriculum/Summer Employment	\$31.63	\$32.10	\$32.58
Homebound Instruction	\$31.63	\$32.10	\$32.58
Curriculum Assistant	\$3,920	\$3,979	\$4,039
System Wide Web Master	\$1,357	\$1,377	\$1,398
Building Level Web Master	\$680	\$690	\$700
ESL Coordinator	\$2,621	\$2,660	\$2,700
PBIS School Coach	\$1,960	\$1,989	\$2,019
HIGH SCHOOL			
Bookkeeper	\$3,931	\$3,990	\$4,050
Student Council	\$3,931	\$3,990	\$4,050
Yearbook	\$3,931	\$3,990	\$4,050
Drama	\$5,243	\$5,322	\$5,402
Literary Magazine	\$2,621	\$2,660	\$2,700
Marching Band	\$2,184	\$2,217	\$2,250
Jazz Ensemble	\$2,184	\$2,217	\$2,250
National Honor Society	\$2,184	\$2,217	\$2,250
Cafeteria Supervisor (3) each @	\$2,184	\$2,217	\$2,250
Senior Class Advisor (2) each @	\$2,184	\$2,217	\$2,250
Junior Class Advisor (1)	\$1,486	\$1,508	\$1,531
Sophomore Class Advisor (1)	\$828	\$840	\$853
Freshmen Class Advisor (1)	\$656	\$666	\$676
Flag Carriers	\$828	\$840	\$853
Drivers Education (2) each @	\$25.12	\$25.50	\$25.88
FBLA	\$2,184	\$2,217	\$2,250
Peer Advocate Advisor	\$2,184	\$2,217	\$2,250
Peer Mediation Advisor	\$2,184	\$2,217	\$2,250
Choral Director	\$1,357	\$1,377	\$1,398
Pep Band	\$830	\$842	\$855
Weight Room Supervisor	\$2,035	\$2,066	\$2,097

ARTICLE XXIII
APPROVED NON-TEACHING PROFESSIONAL DUTIES

	2013-14	2014-15	2015-16
MIDDLE SCHOOL	SALARY	SALARY	SALARY
Student Council	\$2,184	\$2,217	\$2,250
Newspaper/Yearbook	\$2,184	\$2,217	\$2,250
Drama	\$2,184	\$2,217	\$2,250
Jazz Ensemble	\$2,184	\$2,217	\$2,250
Cafeteria Supervisor (3) each @	\$2,184	\$2,217	\$2,250
Math Counts	\$1,350	\$1,370	\$1,391
Audio Visual Coordinator	\$919	\$933	\$947
Select Chorus Director	\$1,357	\$1,377	\$1,398
Activity Program Coordinator	\$20.35	\$20.66	\$20.97
Intramural Coaches	\$20.35	\$20.66	\$20.97
Peer Mediation Advisor	\$2,184	\$2,217	\$2,250

ARTICLE XXIV
APPROVED SEASONAL EXTRA-CURRICULAR DUTIES
 Coaching Stipends
 Experience*

2013-14

				<u>0-2*</u>	<u>3-5*</u>	<u>6+*</u>
1.50%						
<u>VARSITY</u>						
Basketball				\$6,554	\$6,989	\$7,430
Football						
Soccer/X-Country				\$4,369	\$4,804	\$5,243
Volleyball / Track						
Baseball/Softball						
Indoor Track						
Golf				\$3,497	\$3,931	\$4,369
Assistant Track				\$2,621	\$3,060	\$3,497
Assistant Indoor Track						
<u>JUNIOR VARSITY</u>						
Basketball				\$3,931	\$4,369	\$4,804
Other (Inc. Freshman BB)				\$2,621	\$3,060	\$3,497
<u>MIDDLE SCHOOL</u>						
Basketball				\$2,404	\$2,840	\$3,275
Other				\$1,968	\$2,404	\$2,840
<u>CHEERLEADING/DANCE</u>						
Basketball Varsity				\$2,293	\$2,621	\$2,949
Football Varsity						
Dance Team - Football						
Dance Team - Basketball						
Basketball J.V.				\$1,968	\$2,293	\$2,621
Basketball M.S.				\$1,309	\$1,530	\$1,748

*Experience lane shall be determined by years of coaching experience in that sport.

ARTICLE XXIV
APPROVED SEASONAL EXTRA-CURRICULAR DUTIES
(cont.)

Coaching Stipends
Experience*

2014-15

				<u>0-2*</u>	<u>3-5*</u>	<u>6+*</u>
1.50%						
<u>VARSIITY</u>						
Basketball				\$6,652	\$7,094	\$7,541
Football						
Soccer/X-Country				\$4,435	\$4,876	\$5,322
Volleyball / Track						
Baseball/Softball						
Indoor Track						
Golf				\$3,549	\$3,990	\$4,435
Assistant Track				\$2,660	\$3,106	\$3,549
Assistant Indoor Track						
<u>JUNIOR VARSITY</u>						
Basketball				\$3,990	\$4,435	\$4,876
Other (Inc. Freshman BB)				\$2,660	\$3,106	\$3,549
<u>MIDDLE SCHOOL</u>						
Basketball				\$2,440	\$2,883	\$3,324
Other				\$1,998	\$2,440	\$2,883
<u>CHEERLEADING/DANCE</u>						
Basketball Varsity				\$2,327	\$2,660	\$2,993
Football Varsity						
Dance Team - Football						
Dance Team - Basketball						
Basketball J.V.				\$1,998	\$2,327	\$2,660
Basketball M.S.				\$1,329	\$1,553	\$1,774

*Experience lane shall be determined by years of coaching experience in that sport.

ARTICLE XXIV
APPROVED SEASONAL EXTRA-CURRICULAR DUTIES
(cont.)

Coaching Stipends
Experience*

2015-16

			<u>0-2*</u>	<u>3-5*</u>	<u>6+*</u>
1.50%					
<u>VARSIITY</u>					
Basketball			\$6,752	\$7,200	\$7,654
Football					
Soccer/X-Country			\$4,502	\$4,949	\$5,402
Volleyball / Track					
Baseball/Softball					
Indoor Track					
Golf			\$3,602	\$4,050	\$4,502
Assistant Track			\$2,700	\$3,153	\$3,602
Assistant Indoor Track					
<u>JUNIOR VARSITY</u>					
Basketball			\$4,050	\$4,502	\$4,949
Other (Inc. Freshman BB)			\$2,700	\$3,153	\$3,602
<u>MIDDLE SCHOOL</u>					
Basketball			\$2,477	\$2,926	\$3,374
Other			\$2,028	\$2,477	\$2,926
<u>CHEERLEADING/DANCE</u>					
Basketball Varsity			\$2,362	\$2,700	\$3,038
Football Varsity					
Dance Team - Football					
Dance Team - Basketball					
Basketball J.V.			\$2,028	\$2,362	\$2,700
Basketball M.S.			\$1,349	\$1,576	\$1,801

*Experience lane shall be determined by years of coaching experience in that sport.

ARTICLE XXV
FRINGE BENEFITS

A. Insurance

1. Options

a. **OPTION 1**

The Board will provide CIGNA Open Access Plus (“OAP”) medical and dental insurance for individual and/or family coverage. The certificate of insurance policy form number, as supplied by the Board, will be distributed to each enrolled teacher.

Coverage in CIGNA OAP includes, but is not limited to (with managed benefits):

- \$500/\$1,000/\$2,000 out of network deductible
- 70/30 coinsurance to \$8,000/\$16,000/\$20,000
- \$2,900/\$5,800/\$8,000 cost share maximum
- \$250 per admission hospital co-pay
- \$50 emergency room co-pay
- \$200 outpatient hospital surgery co-pay
- \$20 home and office co-pay (unlimited)
- Unlimited home and office maximum
- Lifetime maximum: in network – unlimited
- out of network – unlimited
- Based on co-pay drug rider

-OR-

b. **OPTION 2 (High Deductible Health Plan (HDHP)/HSA)**

A CIGNA OAP HSA plan as an option for teachers with the following elements:

In Network:

Deductible: \$2,000/\$4,000 (shared with out-of-network)
Preventative care covered 100%

Out of Network:

Deductible: \$2,000/\$4,000 (shared with in-network)
Member’s co-insurance 20% to \$4,000/\$8,000
Member’s out of pocket max: \$4,000/\$8,000

Lifetime in network: unlimited
Lifetime out of network: \$1,000,000

The Board will fund fifty percent (50%) of the applicable HDHP/HSA deductible amount.

2. Rider (Option 1) Prescription drugs (managed three-tier formulary) – [includes oral contraceptives]

Co-pays:

- \$10 generic
- \$25 brand name
- \$40 non-formulary brand name
- 2.0 co-pay mail order for up to 90 day supply

3. Flex Dental Plan (Options 1 and 2)

- \$1,500 calendar year maximum
- Orthodontics payable at 50%, \$2,000 lifetime maximum (children only to age 19)

4. Premium Cost Share:

Option 2 (HDHP) and the Flex Dental Plan described above shall be the core insurance plans for which teachers will pay the below-listed percentage of the applicable premium and the Board will pay the remaining percentage. Any teacher wishing to remain in Option 1 for will pay the difference between the Board's share of Option 2, including the Board's contribution towards the HDHP/HSA deductible amount, and the total cost of the applicable premium for Option 1.

Year	Option 2 and Flex Dental Plan
2013-14	12%
2014-15	13%
2015-16	14%

5. Should the Board determine that a new carrier will provide the members of the bargaining unit with a comparable or better plan than the existing carrier the Board is free to change carriers.
6. Life insurance to the nearest \$1,000 of salary.
7. All medical examinations (physical and/or psychological) required by the Superintendent or the Board will be fully paid for by the Board.

8. Teachers, at their expense, may purchase additional group life insurance up to the limits allowed by the insurance company.
9. Payroll deductions for insurance premiums paid by teachers will be through an I.R.S. Section 125 pre-tax premium conversion account. Teachers electing Option 1 will be allowed to deposit monies into a flexible spending account ("FSA") under Section 125 of the Internal Revenue Code. These monies may be expended for medical care and/or dependent care under Section 129 of the Internal Revenue Code.

B. Sick Leave

1. Accumulation
 - a. Teachers shall be entitled to a minimum sick leave with full pay of fifteen (15) school days in each school year. Unused sick leave shall be accumulated to two hundred (200) days, so long as the teacher remains continually in the service of the Board.
 - b. Extended illness beyond the amount of sick days accumulated under the provision of Section 1 will be deducted from the teacher's pay at the rate of 1/200 of his/her annual salary.
 - c. Any teacher who has accumulated two hundred (200) sick days shall, at the beginning of each school year, be entitled to an additional fifteen (15) days. If the fifteen (15) days are not used in the current school year, they may not be accumulated.
2. Conditions
 - a. Sick leave will be granted when an employee is incapacitated for performance of duty for reasons including, but not limited to:
 - (1) Sickness
 - (2) Injury or sickness outside the line of duty except where directly traceable to an employer other than the Ellington Board of Education.
 - (3) When through exposure to contagious disease, the presence of the employee would endanger the health of others, and is supported by medical certification.
 - b. When sick leave is to be granted for four (4) or more consecutive school days, the Superintendent may require that the teacher's absence be supported by a medical certificate from a licensed physician.

- c. Upon the discovery of Fifth Disease within the school system that reasonably constitutes a danger to the fetus of a pregnant teacher which danger cannot be eliminated by transfer of the teacher, the teacher shall be placed on sick leave. Such leave will continue until medical testing has established that the teacher is immune to the illness, or the illness is no longer present in the school system, whichever occurs first.
- d. Disability leave beyond accumulated sick leave shall be available for such reasonable further period of time as a teacher is determined to be disabled from performing the duties of the job.

C. Childbearing Leave

1. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom shall be treated as temporary disabilities for all job-related purposes.
2. Accumulated sick leave shall be available for use during such periods of disability.

D. Childrearing Leave

1. Any teacher who has acquired tenure and is expecting a child, or whose spouse is expecting a child, or who has documented plans in the immediate future to adopt or foster a child of preschool age or a preteen child with special needs or who is non-English speaking, may be granted a long-term leave without pay for child-rearing purposes up to two (2) full semesters or a reasonably requested portion thereof within the same school year.
2. Up to an additional two (2) full semesters within the same school year may be granted at the discretion of the Superintendent.
3. The request for such leave must be made in writing at least thirty (30) days prior to its commencement and will specify the period of time requested.
4. Upon return, the teacher shall be assigned to his/her former position, if available, or an equivalent position unless the teacher's contract has been terminated or nonrenewed in accordance with the reduction in force provisions of this Agreement.
5. Leave under this section may be granted to non-tenured teachers at the discretion of the Superintendent.

6. A teacher who has been granted a childrearing leave of absence shall notify the Superintendent in writing of his/her intention to resume work no later than thirty (30) days after the commencement of the semester immediately proceeding the anticipated semester of return. Failure to provide a written intention in accordance with the above shall be construed as other due and sufficient cause for termination of the teacher's contract of employment with the Board.
7. Any teacher employed by the Board to fill the position of a teacher on leave shall be notified in writing by the Superintendent at the time of employment that his/her contract will terminate at the conclusion of the leave.

E. Extended Leave

1. Upon recommendation of the Superintendent, the Board may approve a leave of absence, without pay, of up to one (1) year.
2. A two (2) year leave of absence may be granted by the Board, upon recommendation of the Superintendent, for government service; such as the Peace Corps, Vista, or other international or domestic teaching or service opportunities.
3. Intent to return to the school system from a leave of absence shall be made in writing to the Superintendent by February 1 of the preceding school year. A letter confirming a teacher's return to the system must be received by the Superintendent by April 15 of the preceding year. Failure to provide a written intention in accordance with the above shall be construed as a resignation.
4. A request for a leave of absence shall be given an answer in writing within ten (10) school days following the next regular Board meeting after the request is submitted.
5. All leaves of absence will occur from September to June. Emergency leaves other than those stated above will be considered by the Board.

F. Sabbatical

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

2. The teacher shall be eligible for a sabbatical after at least six (6) consecutive, full, school years of active service in the system. A second sabbatical may be granted after another six (6) year period.
3. The sabbatical shall be for a full academic year.
4. A teacher granted a sabbatical shall receive a salary stipend equal to the difference between his or her budgeted salary for the sabbatical year and that of the replacement teacher. The maximum sabbatical salary shall be fifty (50) percent of the teacher's budgeted salary.
5. The teacher returning from sabbatical 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. The sabbatical shall not affect continuity of service or accrual of seniority toward longevity benefits.
6. A sabbatical shall be subject to the recommendation of the Superintendent and approval by the Board. Notice of approval or disapproval will be given in writing as soon as possible.
7. A teacher on sabbatical shall maintain tenure, accumulated sick leave, and all other accrued benefits provided in this agreement other than full paid insurance benefits.
8. A teacher on sabbatical shall be given the opportunity to purchase full insurance benefits at group rates.
9. A teacher granted a paid sabbatical shall agree in writing to return to the school system for at least two years or reimburse the full amount of the sabbatical stipend. Exceptions to this will be at the discretion of the Board.

G. Other Leave

1. A teacher shall give prior notice to the building administrator, in those cases other than an absence for illness, four (4) school days before taking such leave. In case of emergency, notice will be given as soon as possible.
2. Additional leave with pay, not to exceed six (6) days annually and noncumulative, shall be authorized as follows, unless such request creates a hardship in the system as determined by the Superintendent:
 - a. For religious holidays.
 - b. For legal requirements.

- c. When a member of the immediate family of the employee suffers a severe or sudden illness, or is disabled, requiring the personal attention of the employee. Immediate family shall mean step-family as well as parent, mother-in-law, father-in-law, sibling, spouse, child, step-child, step-parent, grandparent, grandchild, aunt, uncle, or other person domiciled in such teacher's home. The Superintendent shall, at his/her discretion, extend the above list of individuals.
 - d. For funerals.
 - e. One (1) personal day will be allowed with no explanation necessary as to the reason for the request. This day will not be taken as a vacation day or to extend vacation or holiday unless there are extenuating family circumstances requiring excessive travel, including, but not limited to, marriage or graduation of an immediate family member.
3. In the event of extenuating circumstances, as approved by the Superintendent, a maximum of three (3) additional days' leave without pay may be taken.
- H. Each teacher's pay stub shall reflect the current available "sick Leave" and "other leave" (personal) days. Should there be a dispute regarding the actual totals of "sick leave" and "other leave" (personal), the personnel record shall prevail.

ARTICLE XXVI
RETIREMENT

Standard retirement shall be based on the current interpretation of the rules and regulations of the State of Connecticut Teachers' Retirement Board.

- 1. Upon retirement at the end of any school year, any teacher who has taught a minimum of ten (10) consecutive years in Ellington will be paid nineteen dollars (\$19) per day for each day of unused sick leave, up to a maximum of two hundred (200) days. Teachers who give notice of retirement to the Board by December 1 of the calendar year prior to the teacher's retirement will receive their payment in July following their retirement. If a teacher does not provide such notice, the Board may make this payment any time up to and including the month of July one year after the teacher's retirement.
- 2. Upon retirement at the end of any school year, any teacher who has taught a minimum of ten (10) consecutive years in Ellington will be paid one hundred forty-five dollars (\$145) for each year of consecutive service in Ellington prior to retirement. Teachers who give notice of retirement to the Board by December 1 of the calendar year prior to the teacher's

retirement will receive their payment in July following their retirement. If a teacher does not provide such notice, the Board may make this payment any time up to and including the month of July one year after the teacher's retirement.

3. Retirement bonuses will be paid in January of the calendar year following the year of retirement.
4. A retiree may continue to participate in the group medical plan (Blue Cross/Blue Shield/Major Medical or comparable plan) insurances at his/her own expense until age sixty-five (65) by making the appropriate monthly payments to the Board. This age restriction shall not apply to retirees who do not participate in Medicare Part A.
5. Teachers, at their expense, may purchase group life insurance up to the limits allowed by the insurance company.

ARTICLE XXVII
JURY DUTY

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, personal days, or legal days. Staff members, who have been tentatively granted jury duty leave and subsequently are released from appearing, are expected to report to work.

ARTICLE XXVIII
GENERAL PROVISIONS

- A. There shall be no action of any kind taken against any teacher by reason of his/her membership in a professional organization or participation in its activities.
- B. All provisions of this Agreement shall apply without discrimination in accordance with state and federal laws.
- C. The private and personal life of a teacher is not within the appropriate concern or attention of the Board except as it may interfere with the responsibilities to and relationships with students.
- D. The Association shall be provided with updated Board policies at the beginning of each school year. New policies shall be posted on the Board's website upon Board passage.
- E. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, denied an increment, suspended, or given any adverse evaluation without reasonable and just cause. If a teacher is to receive such an action, he/she shall be entitled to receive a statement of reasons in writing and to have a representative of the Association present.

- F. The Ellington Education Association president and the chairperson of the Personnel Policies Committee may be released from preparation period responsibility for the purpose of seeking resolutions to personnel/administrative problems in the district. At the secondary level, the Association president and/or Personnel Policies chairperson may be released for a combined preparation/lunch period if scheduling permits. At the elementary level, either individual may be released for a combination duty-free recess/lunch/special period if scheduling permits.
- G. 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.
- H. In the event that the Board and the Association shall fail to secure a successor agreement prior to the termination of this Agreement, this Agreement will remain in effect for a period not to extend beyond the date of the execution of a successor agreement.

ARTICLE XXIX
ASSOCIATION SECURITY

- A. All teachers employed by the Board, as a condition of continued employment, shall join the Association or pay a service fee to the Association. This service fee shall be set by the Association, but shall not exceed the proportional cost attributable to collective bargaining, grievance adjustment and contract administration.
- B. All teachers who elect to join the Association shall sign and deliver to the Association, if they have not already done so, an authorization for payroll deduction of membership dues of the Association. This authorization shall continue in effect from year to year unless the teacher notifies the Board and the Association in writing in August of any year that the teacher no longer authorizes deduction of membership dues of the Association. If this notice is timely delivered, it shall mean that in the coming school year the teacher shall pay the service fee as described in the above Section A via payroll deduction.
- C. For those teachers who have not delivered an authorization card by October 1 of the first year of this contract, the Board agrees to deduct the annual service fee, as set by the Association, from their salaries via payroll deduction. The amount of this service fee shall be certified by the Association to the Board prior to the opening of the school year.
- D. Those teachers commencing employment after the start of the school year shall, within thirty (30) days of such commencement, sign and deliver to the Board an authorization card as described in Section B, or be subject to Section C after

such thirty (30) days. The amount of dues or service fee under this section shall be a prorated amount to the percentage of the remaining school year.

- E. No later than the first paycheck in October of each year, the Board shall provide the Association with a list of all certified employees, below the rank of assistant principal, employed by the Board. The Board shall notify the Association monthly of any changes in this list.

- F. The Association agrees to indemnify and hold the Board harmless against any or all claims, demands, suits, or other forms or liability that shall or may arise out of or by reason of action taken by the Board for the purpose of complying with the provisions of this article.

ARTICLE XXX
USE OF SCHOOL FACILITIES

- A. The Association shall have the right to use school buildings without cost, at reasonable times for meetings, provided that the building principal is notified to ensure no conflicts. The Association will be required to pay for additional custodial costs involved. These meetings will not start until thirty (30) minutes after the close of the students' school day.

- B. Adequate bulletin board space shall be provided in each school for the exclusive use of the Association.

ARTICLE XXXI
MENTORS

The Board will make its best effort to avoid using members of the bargaining unit to substitute for mentor, assessor, and/or cooperating teachers who are released from instructional duties.

ARTICLE XXXII
SCOPE OF AGREEMENT

This Agreement contains the full and complete agreement between the parties on all negotiable issues. This Agreement may be changed by mutual agreement which shall be in writing. Previously adopted policies, rules, or regulations in conflict with this Agreement are superseded by this Agreement. Nothing herein shall, however, require the Board to institute mid-term negotiations unless required to do so under applicable state statutes or case law.

ARTICLE XXXIII
AMENDMENT

This Agreement shall not be altered, amended, or changed except in writing, signed by both the Board and the Association, which amendment shall be appended hereto and become a part hereof.

ARTICLE XXXIV
DURATION

The provisions of this Agreement shall be effective as of July 1, 2013 and shall continue and remain in full force and effect to and including June 30, 2016.

Dated at Ellington, Connecticut this ____ day of November, 2012.

**ELLINGTON BOARD OF EDUCATION
ASSOCIATION**

ELLINGTON

EDUCATION

By: _____
Chair
Ellington Board of Education

By: _____
President
Ellington Education Association

By: _____
Chair
BOE Negotiations Committee

By: _____
Chair
EEA Negotiations Committee