

**PROFESSIONAL
AGREEMENT**

BETWEEN

**THE W.L. GILBERT SCHOOL
CORPORATION**

AND THE

**GILBERT EDUCATION
ASSOCIATION**

JULY 1, 2013 THROUGH JUNE 30, 2016

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AND THE
GILBERT EDUCATION ASSOCIATION
JULY 1, 2013 THROUGH JUNE 30, 2016

THIS AGREEMENT IS MADE AND ENTERED INTO on this 12th day of April 2013
by and between the W.L. Gilbert School Corporation (hereinafter referred to as the "School
Board" and the Gilbert Education Association (hereinafter referred to as the "Association").

PREAMBLE

This Agreement is negotiated pursuant to Connecticut General Statutes 10-153a to 10-153n,
inclusive and as amended from time to time.

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Article 1

RECOGNITION

- A. The Board of Directors of the W.L. Gilbert School Corporation, or its School Board or other designees, hereinafter referred to as “the School Board” recognize and certify the Gilbert Education Association, hereinafter referred to as “the Association”, as exclusive representative of all certified profession employees in the teacher unit. The teacher unit consists of all certified professional employees, excluding temporary substitutes, employed in positions requiring possession of a teaching or special services certificate or requiring possession of an administrator or supervisor certificate, provided that an employee possessing such certificate performs administrative or supervisory duties less than fifty percent of the assigned time. The unit will also include those persons holding a Durational Area Shortage permit (DSAP), who shall be subject to the provisions of the Addendum to the Collective Bargaining Agreement negotiated by the parties in their 2004-2007 agreement, which addendum is attached hereto and incorporated herein.
- B. Unless otherwise indicated, the term “teacher” when used hereinafter in this agreement shall refer to all employees in the above unit.
- C. Unless otherwise indicated, the term “Superintendent” or “Principal” when used hereinafter shall mean either the Superintendent of The Gilbert School or the Principal of The Gilbert School, or their designee.
- D. Reference to masculine or feminine gender shall apply to both genders.
- E. All Provisions, where applicable, commence from date of employment, or date of contract whichever is later.
- F. Except as expressly provided otherwise by the specific terms of this Agreement, the School Board has and will continue to retain, whether exercised or not, the responsibility and the prerogative to direct The Gilbert School in the Town of Winchester in all its respects, including but not limited to the operation of the school, the direction of the professional staff and the power and authority conferred upon the Board by law.

Article 2

PERSONNEL PRACTICES

A. No Discrimination

There shall be no discrimination, coercion, or intimidation of any kind against any employee of the Board for any reason whatsoever, including marital status, age, sex, race, color, religious belief, or union activity.

B. Teacher Employment Year/Salary Impact

The salary schedules attached to this Agreement shall be based on a work year of 186 days. The work day will begin ten minutes prior to the start of homeroom (or Period A if homeroom is ever eliminated or moved) and end seventeen minutes following the end of the last class of the day, except on Fridays when the day shall end fifteen minutes earlier than the regular work day. All teachers must be at work in the school for at least one hour after the end of the last scheduled exam on examination days. In the event the School Board changes the number of hours in the work day or the number of days in the work year in a manner which would require negotiations under state law, the parties shall negotiate the impact of this change. In addition to the work time set forth in the previous subsection, meetings of the entire staff, professional development, curriculum, curriculum subcommittee and department meetings, parent conferences, teacher-student meetings, PPT meetings, and other similar professional responsibilities shall be deemed part of the normal school day, provided the number and duration of such meetings are substantially consistent with past practice. To this end and as a matter of professional responsibility, teachers will continue to attend or participate in such meetings or school activities they have been required to attend or participate in as a matter of past practice. Teachers shall be required to attend up to three evening meetings per year. Attendance by teachers at after school meetings of the staff may be required no more than twice per month. These meetings shall begin fifteen minutes after students are released for the day and shall last no more than one hour.

C. Pay Dates

Each teacher shall receive a tentative schedule of pay dates and a tentative school calendar for the succeeding year prior to the first day of school.

D. Teaching Assignments and Teaching Loss

1. Teachers initially employed by the School Board shall receive their subject assignments by the Principal prior to August, unless they are hired after August 1. Teachers already in the system should receive notification of their subject assignments for the ensuing year prior to the last day of school, if reasonably possible. Such notification shall be in writing. In the event of a change in circumstances or conditions, teaching assignments may be changed only as required by August 1 in writing to the teachers. In the event of a change in circumstances or conditions subsequent to August 1, such assignments may be changed. The administration shall make reasonable efforts to notify teachers so affected by such changes in a timely fashion.
2. In the determination of teaching assignments, the convenience and wishes of the teacher shall be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school and the students as determined by the Principal in consultation with the Department Chairpersons.
3. Each teacher shall not be required to teach in excess of five (5) teaching periods and one "X-Block" (as established September 2012) period per day. Each teacher shall have at least one preparation period daily and a duty-free lunch period.

- a. The Department Chairpersons shall not be required to teach in excess of four (4) teaching periods per day and shall have no assigned duty.
 - b. For purpose of determining "Teaching Load" only, the Athletic Director shall not be required to teach in excess of four (4) teaching periods per day.
 - c. A teacher who voluntarily teaches a sixth (6th) class shall be entitled to additional compensation that is equal to the percentage of the work day represented by the additional class period.
4. Assignments of permanent duty positions (i.e. parking lot, hallway, cafeteria) will not be finalized until the Association has been given the opportunity to furnish input to the Administration.
 5. All authorized school-related travel requiring the use of a personal vehicle will be reimbursed at the IRS business rate in place on July 1 of the school year it precedes.

E. Summer Work for Guidance Counselors

1. The Administration of the Gilbert School may require any or all certified school counselors or guidance counselors in its employ to perform summer guidance services commencing with the contract year beginning July 1, 2006. Certified counselors so employed will be compensated at the rate of 1/186 of their current annual salary for each day actually worked. With the understanding that both the counselors and the Administration will require some flexibility in the scheduling of employment dates, and based on programming needs, the approximate schedule will be:
2. Four to eight days during the summer of 2007-2008, and four to ten days in subsequent years. The coverage days will be determined by the administration in consultation with the Director of Guidance. These days shall be determined no later than May 1 of the school year prior to the summer work schedule.
3. If equal time is not required of all counselors for summer work, the maximum number of scheduled days will be offered to counselors on a seniority basis, based upon total length of service as a member of the Gilbert School Guidance Department.

F. Teacher Position Openings

1. During the school year, teacher openings or new teaching positions that occur at any time shall be conspicuously posted in the faculty lounge and staff dining room and sent to all teachers via their Gilbert School email addresses.
2. The notice of position of vacancy shall clearly set forth qualifications for the position.
3. Notice of position openings which occur while school is in recess during the summer shall be made by emailing a notice of the vacancy to all staff via their Gilbert School email addresses, and by mail to the President of the Association or his/her designated representative.

4. Teachers who apply for such vacancy must file applications in writing with the Superintendent within the limit specified in the notice.
5. If a properly certified teacher currently on the Gilbert staff has requested a transfer, that teacher shall be granted an opportunity to be interviewed for the position.

G. Salary Schedule Placement

All new hires, including part-time personnel will be placed on the salary step which is commensurate with the number of years of teaching experience and degrees held.

H. Substitute Teachers

1. A reasonable effort shall be made to obtain substitutes when needed.
2. If a substitute is not available, teachers from study halls with multiple monitors will be used first, except in the case of volunteers, and if no study hall multiple monitors are available.
3. The Board and the Association recognize that from time to time, class coverage for other teachers is required. The Administration will endeavor to distribute such coverage among staff members so that the coverage burden is shared on a reasonable equitable basis. Concerns about distribution among the staff may be reviewed between the Superintendent and GEA President.

I. Extracurricular Activities

1. Newly created positions for extracurricular and/or other stipend activities may be proposed by the administration or a member of the faculty/staff, but final approval of the establishment of that position will be the decision of the Administration.
2. A job description will include, but not be limited to, duties, responsibilities, estimated time to carry out activity, and when the activity will take place. Once approved by the Administration, this document, developed with input from Administration and faculty, will be used as the basis of discussion for the stipend for the position. These job description(s) for certified staff shall be located in a central file and shall be accessible to all faculty. A joint committee will be formed to review existing extra-curricular job descriptions and to prepare job descriptions for those existing extra-curricular activities without job descriptions. Descriptions will be subject to the approval of the School Board.
3. A representative(s) from the GEA Negotiating Committee will meet with the Administration in order to negotiate fair compensation for new positions. A comparison with existing positions will be a part of these discussions.
4. Information regarding the new position (a description as well as compensation) will be made public to the members of the GEA through a job posting.
5. All newly created stipend positions will be added to the existing list in the contract under Appendix D.

J. Substitute teachers will be placed on step BA-1 or if deemed appropriate, on step commensurate with their certification and experience after thirty (30) consecutive days assigned to the same position, retroactive back to the first day of the assignment. Substitutes will receive no fringe benefits.

K. Personnel Files

1. Upon written request, each teacher shall have the right to review the contents of his/her official personnel file(s) at a mutually convenient time. At the teacher's request, a representative of the Association may accompany the teacher during such a review. The review shall be made in the presence of a representative designated by the Superintendent or his/her designee. The teacher may also provide a written authorization to permit a designated representative of the Association to review his/her file(s) under the same procedures. At the written request of the teacher or his/her authorized Association representative, he/she shall be provided at no cost with specifically identified copies of documents in his/her personnel file(s) that have not previously been provided to the teacher.
2. A copy of any non-routine documents, such as letters or emails from parents or letters of reprimand or commendation to be placed in the teacher's personnel file(s) will be shared with the teacher. Anonymous complaints that are not substantiated through administrative investigation will not be placed in a teacher's personnel file(s).

Article 3

REDUCTION IN FORCE/RECALL

A. Reduction in Force

1. In the event it becomes necessary to reduce the number of teachers due to program elimination or reduction, or to reduce the number of teachers in a given subject area, field or program, or to eliminate or consolidate positions, or to reduce teaching load, the School Board shall follow sequentially the procedure listed below:
 - a. Voluntary retirement
 - b. Voluntary resignation
 - c. Transfer of existing staff members (when in the best interest of the system as determined by the School Board)
 - d. Voluntary leaves of absence
 - e. Non-tenured teachers (if a tenured teacher is certified and qualified for the position)
 - f. Tenured teachers

2. If a teacher has obtained tenure status, his contract of employment may be terminated if his position is eliminated, but only if there is no teaching position in the school for which the teacher is certified and qualified. In the event two or more tenured teachers are then certified for a position, the School Board will follow in descending order of importance their respective lengths of continuous service in the school, professional training, experience in subject area or area of assignment, and prior evaluations. The School Board may use its own discretion in choosing among which non-tenured teachers will be terminated. Provisions of this section shall not be applied in an arbitrary and capricious manner.

B. Recall

1. The name of any teacher whose services have been terminated or reduced because of the elimination or reduction of a position shall be placed on a reappointment list and remain on such a list for two (2) years, provided such teacher does not refuse a reappointment and provided such teacher applied in writing for retention of his or her name on said list on or before March 1 of each year subsequent to his or her termination.
2. Recall will be based on a reversal of the staff reduction criteria listed above, Section 2.
3. No new teacher shall be hired in a certification area until all teachers on the re-appointment list with that certification who are certified and qualified for that position have been recalled or declined the opening.
4. If a position becomes open during recall, the appropriate teacher will be notified in writing by certified mail, sent to his or her last known address at least fifteen (15) days prior to the last date of re-employment. The teacher shall accept or reject the appointment within seven (7) days after receipt of such notification. If the teacher rejects the offer or does not respond according to this procedure within seven (7) days after receipt of notification, that teacher's name will be removed from the recall list. It is the responsibility of each teacher to provide The Gilbert School with a current address at all times while on the recall list.

Article 4

GRIEVANCE PROCEDURES

A. Purpose

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

B. Definitions

1. The term "grievance" as used in this article shall mean a complaint by a teacher or group of teachers that there has been, as to him/her or them, a violation, misinterpretation or misapplication of any of the specific provisions of this agreement.

2. "Teacher" shall mean any certified professional employee or group of employees as defined in the recognition statement Part A.
3. "Party in interest" shall mean any person or persons making a claim, including their designated representative as provided for herein, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
4. "Days" shall mean days when school is in session, except that during the summer recess, days shall mean business days.
5. The terms, "receipt", "receipts of" and "receiving notice" as used in this article shall refer to personal delivery of the grievance to the teacher, the Association, the Principal, the Superintendent or the Board. This may be accomplished by interoffice mail, regular mail, or email, or (as appropriate) by providing a copy of the response to the President 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 parties in interest.
2. Failure of 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.

D. Informal Procedure

1. If a teacher feels that he/she has a grievance, he/she should first discuss the matter with the Principal in an effort to resolve the problem informally.

E. Formal Procedure

1. Level One
 - a. Within twenty (20) days after the teacher knew or should have known of the events giving rise to the grievance, he/she, if not satisfied with the outcome of the informal procedures (these should be used) will present his or her complaint in writing to the Association for possible referral to the Principal.
 - b. The Association shall, within five (5) days after receipt, provide an opportunity for the aggrieved teacher to meet with the appropriate Association committee to review the grievance.
 - c. The Association shall, within five (5) days of such meeting, if it deems the grievance to have merit, refer the grievance to the Principal by so notifying the Principal in writing. Such written grievance shall state the nature of the claim or dispute, the facts involved, and the remedy requested.

- d. The Principal shall, within ten (10) days after receipt of the referral, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance.
- e. The Principal shall, within five (5) days after the meeting, render his/her decision and the reasons therefore in writing to the aggrieved teacher with copies to the Association.

2. Level Two

- a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level One, he/she may within three (3) days after receipt of the decision or within eight (8) days after the hearing, file the grievance with the Association for appeal to the Superintendent.
- b. The Association may, within five (5) days after receipt, refer the appeal to the Superintendent.
- c. The Superintendent shall, within ten (10) days after receipt of the referral, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance.
- d. The Superintendent shall, within five (5) days after the meeting, render his/her decision and the reasons therefore in writing to the aggrieved teacher with copies to the Association.

3. Level Three

- a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two, he/she may within three (3) days after receipt of the decision or within eight (8) days after the hearing, file the grievance with the Association for appeal to the School Board.
- b. The Association shall, within five (5) days after receipt, refer the appeal to the School Board.
- c. The full School Board or subcommittee shall, within ten (10) days after receipt of the appeal, meet with the aggrieved teacher, representatives of the Association, and with the Superintendent, for the purpose of resolving the grievance.
- d. The full School Board or subcommittee shall, within 5 days after such meeting, render its decision and the reasons therefore in writing to the aggrieved teacher, with copies to the Association and the Superintendent.

4. Level Four

- a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Three, he/she may within three (3) days after receiving notice that the decision has been

rendered, request in writing to the President of the Association that his/her grievance be submitted to arbitration. Upon receipt of such request, the President will within three days convene the Association for a vote, as to whether or not the Association will support such grievance. If the vote is for supporting the grievance, then Sections E.3.b., E.3.c., and E.3.d., will be followed.

- b. The Association may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the school Board in writing and by filing a demand for arbitration under the voluntary labor arbitration rules of the American Arbitration Association requesting expedition of regular arbitration. The AAA shall act as the administrator of the proceedings.
- c. The arbitrator's decision shall be limited to an interpretation of the specific terms of this Agreement and shall not have the authority to add or to subtract from its specific provisions. The decision of the arbitrator shall be final and binding on all parties and shall be the exclusive remedy for breach of this Agreement, except that all parties do not waive their legal rights to appeal the arbitrator's award pertaining to such grievance as permitted by law.
- d. The cost of the services of the arbitrator shall be bore equally by the School Board and the Association.

F. Rights of Teacher to Representation

1. No reprisals of any kind shall be taken by either party or by any member of the Administration against any participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at all levels of the grievance procedure by a person of his own choosing. When a teacher is not represented by the Association, the Association shall have a right to be present and to state its view at all stages of the procedure.
3. Either party may, if it so desires, call upon the services of consultant(s) for assistance at any stage of the procedure.

G. Miscellaneous

1. Minutes of all meetings and hearings shall be kept by the Superintendent or Principal and made available to any party of interest upon request.
2. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
3. Any hearings or meetings provided for at any level shall be conducted after school hours unless another time is mutually agreed upon by all parties to the proceeding.

Article 5

PERSONAL DAYS

- A. Teachers shall be allowed up to three (3) days of absence without loss of pay and without deduction from sick leave for compelling household or family matters, legal obligations, religious holidays, and/or professional obligations which require absence during school hours. Personal days may only be used for personal business which cannot be transacted outside working hours. Personal days granted by the Administration in excess of three days will be deducted from the teacher's accumulated sick leave.
- B. Except in cases of emergency, a teacher requesting personal leave must notify the Principal in writing at least five (5) school days prior to taking such a leave. A teacher must indicate one of the four reasons listed above. In the case of "household or family matter" the teacher may be required to provide additional information.
- C. Personnel days may not be used to extend holiday or vacation periods unless the criteria under Section A are met and unless the teacher has requested in advance and the Superintendent has approved in advance an exception.
- D. In addition to the personal days outlined above, the teacher shall be entitled to five (5) consecutive days for a death in the immediate family. Immediate family is defined as a spouse, parent, child, mother-in-law, father-in-law, brother, sister, and other family members living in the teacher's household.

Article 6

SICK LEAVE

- A. Teachers shall be entitled to fifteen (15) days sick leave each year. Unused sick leave shall accumulate at the rate of fifteen (15) days per year maximum, up to 180 working days, so long as the teacher remains continuously in the service of the School Board. Accumulated sick time will be calculated from the day of employment.
- B. Following ten years of continuous service, additional sick leave may be requested in writing and granted at the discretion of the School Board. Requests shall be considered only after all accumulated sick leave has been exhausted.
- C. A written report of all accumulated sick days shall be made to all teachers by October 1.

Article 7

PROFESSIONAL LEAVE

- A. If, in the opinion of the Principal, a convention or conference attendance or the observation of an activity in another school system will contribute to the effectiveness of the instructional program, the Principal upon request of a teacher may grant to him or her convention or conference leave, or permission to observe an activity in another school system without loss of pay.
- B. The School Board agrees to:
 - 1. Reimburse a teacher(s) in full (up to the amount budgeted) for professional leave submitted and approved as part of the budgetary process.
 - 2. Reimburse a teacher(s) in at least part for appropriate business expenses incurred during a professional leave.
 - 3. Social expenses shall not be reimbursed.
 - 4. In order to share professional experience with other staff and the Principal, teachers who take professional leave pursuant to this Article are required to complete the professional development form located in the Personalized Professional Development Plan, which will be amended from time to time by mutual agreement. Teachers who partake in conventions and conferences outside the scope of this Article are also encouraged to complete this form.

Article 8

PREGNANCY AND CHILDBIRTH LEAVE

- A. Teachers may request leave for maternity, subject to the following conditions:
 - 1. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from, 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 SS 10-156 of the Connecticut General Statutes.) Subject to the maternity disability rights established under SS 46a-60 of the Connecticut General Statutes, any teacher who becomes pregnant shall so notify the Principal, or his/her designee, at least three (3) months prior to the expected date of commencement of said leave. Leave shall begin when in the opinion of her doctor she is no longer physically able to work and said leave shall expire when in the opinion of her doctor she is physically able to return to work. Except in the case of medical difficulties, such leave is not normally expected to continue for more than seven (7) weeks after delivery.
 - 2. Accumulated sick leave shall be available for use during periods of such disability.

3. Upon the discovery of any illness within the school system that may reasonably constitute a danger to the fetus of a pregnant teacher or the pregnant wife of a teacher, which danger cannot be eliminated by transfer of the teacher, the teacher shall be placed on leave with full pay and benefits and without loss of accumulated sick leave. Such leave will continue until: (1) medical testing has established that the teacher is immune to the illness, or (b) the illness is no longer present in the school system, whichever occurs first.
4. Policies involving commencement and duration of leave, the availability of extension, the accrual of seniority and other benefits and privileges, protection under the health or temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.
5. Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.
6. Leave granted under this article shall count toward leave under the Family and Medical Leave Act of 1993.

Article 9

CHILD CARE LEAVE

Teachers may request a child-care leave subject to the following conditions:

- A. Any teacher may be entitled, upon written request to, and approval of, the School Board, to an extended leave in the event of pregnancy or for the purpose of child rearing. Such leave without pay and fringe benefits shall be for a period not to exceed one full school year in addition to the year in which the leave commences. All child-care leaves must terminate with the start of the fall or spring semester.
- B. Insurance and other fringe benefits as provided by this contract may be retained at the teacher's expense if he/she desires.
- C. No experience credit on the salary schedule shall be granted for the period of child-care leave.
- D. The School Board shall re-engage the teacher for the ensuing year subject to the reduction-in-force procedures in this agreement.
- E. Failure to reapply for reinstatement in the system by April 1 in the school year that the leave was granted shall be considered a resignation and will be so treated.
- F. Leave granted under this article shall count toward leave under the Family and Medical Leave Act of 1993.

Article 10

GENERAL LEAVE

- A. Upon written request where possible and upon written approval, desired leaves with or without salary, which do not fall under any of the previously listed categories, or which extend beyond the limitations of those categories, may be granted by the Superintendent and School Board. Reasons for these leaves include but are not limited to, sickness in the family, legal obligations, paternity and Association-related business which it is necessary to conduct during school hours.
- B. Prior to the granting of any paid or unpaid leave for reasons of medical disability, the employee must have exhausted all accumulated sick leave established under Article VI of this Agreement. During the course of a paid or unpaid leave granted for medical reasons, the Superintendent may periodically require an employee to provide a statement from his/her physician indicating the anticipated date the employee will return to work and either the nature of the illness or disability or the fitness of the employee to return to work. The Superintendent may require the employee to undergo an examination by a school-appointed physician to verify this information.

Article 11

SABBATICAL LEAVE

- A. Upon written application and with written approval of the Superintendent and School Board, a teacher who has been employed by The Gilbert School for seven (7) years may be granted a sabbatical leave for one (1) year for the purpose of professional growth. During said sabbatical leave, the teacher shall be considered to be in the employ of the School Board for purpose of seniority.
- B. The sabbatical shall be granted to the applicant at a rate of $\frac{1}{2}$ the teacher's regular base salary and $\frac{1}{2}$ longevity plus fringe benefits at the current ratio of School Board to employee contributions. A teacher returning from a sabbatical leave will be required to return to his/her position or its equivalent for at least two months for every month of paid leave following such leave or return the salary paid, and any contribution for fringe benefits that is paid by the School Board. Continued service with The Gilbert School after termination of the leave shall be prorated and credited against the teacher's obligation upon return from leave. To this end, each employee granted a sabbatical leave shall be required to execute a promissory note at the commencement of leave memorializing this legal obligation. Such note shall provide that upon default, the employee shall be responsible for refunding all sums owed to the School Board with interest and all costs of collection, including reasonable attorney's fees. It is understood that if a teacher is unable to return to employment for the required period because of death or disability, neither the teacher nor his/her estate shall be responsible for reimbursing the sums as provided above. For the purposes of this provision "disability" means inability to engage in any

substantial gainful activity by reason of any medically determined physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration.

- C. A teacher, upon return from sabbatical leave, shall be restored to a position equivalent to his/her former position, subject to the reduction-in-force procedures of this Agreement, and shall be continued at the same position on the salary schedule as if he/she had taught in the school during such period. He/she shall maintain tenure, insurance benefits, accumulated sick leave, and all other accrued benefits provided in its contract.
- D. No more than one (1) teacher shall be placed on sabbatical leave per year.
- E. During the period of sabbatical leave, a teacher may engage in remunerative employment if specifically approved in advance by the School Board and may accept grants or fellowships.
- F. Upon return from sabbatical leave, the teacher must present to the faculty or department a written or oral description of the academic accomplishments of the leave.
- G. In order that all applicants are given equal consideration in case there are multiple requests, the following criteria will be considered in selecting the candidate for sabbatical leave:
 - 1. The merit of the objectives as they relate to improving the instructional programs;
 - 2. Years of teaching experience in The Gilbert School;
 - 3. Previous leave;
 - 4. Evidence of acceptance of the teacher's program or project by the institution offering the advanced study or research.
- H. Any reimbursement for tuition, books, and related expenses which are part of the approved sabbatical program shall not be part of the tuition reimbursement as defined in Article 13.

Article 12

NOTICE OF INTENT TO RETURN FROM LEAVE

- A. A teacher intending to return from a paid or unpaid leave at the commencement of an academic year shall file a notice of such intention with the Superintendent on or before January 1 preceding the scheduled date of return for a full leave, or May 1 for a leave commencing after December 31 of the school year during which the leave is granted. Employees required to return on a date other than at the commencement of an academic year shall file notice of intent to return by or on the date established by the Superintendent at the commencement of the leave. A teacher who fails to file a notice of intent to return with the Superintendent by the required date shall be deemed to have resigned from the employ of the School Board effective on the notice of the return date.

Article 13

TUITION REIMBURSEMENT

- A. Prior to each school year, the School Board shall designate a minimum of 50% of the current BA Step 1, as the amount of money that will be available to the staff for course reimbursement. The amount will be posted in the faculty lounge and staff dining room and distributed equally according to the provisions of this Article.
- B. Tuition reimbursement shall be made to any teacher taking up to a maximum of three courses per year and shall not exceed the current rate at the University of Connecticut. The amount a teacher is reimbursed from the tuition reimbursement pool shall be that percentage of the pool that the teacher's tuition bears to the total cost of tuition incurred by the members who have elected to seek reimbursement.
 - 1. Application shall be made by May 15 of each school year for reimbursement for any course which commenced after June 1 of the previous year.
 - 2. Tuition reimbursement shall be calculated by multiplying the amount of the teacher's tuition by the amount designated in the pool and dividing this product by the total amount of tuition actually incurred by members of the bargaining unit.
- C. The School Board will distribute tuition reimbursement by June 30 for all requests that were submitted prior to May 15 in accordance with B above.
- D. All courses submitted for tuition reimbursement must receive prior approval by the Superintendent. Course work must also meet the following requirements:
 - 1. The course work is to be done at an accredited institution.
 - 2. The course work is to be for credit.
 - 3. The course work is to be completed successfully.
 - 4. The course work is directly related to the teacher's approved program and/or assignment.
 - 5. The School Board shall pay 100% of the tuition, books, travel, etc., costs for teachers who are asked to do specific course work for the benefit of the school.
- E. A teacher who fails to meet the requirements of this Article shall be required to refund the School Board all sums advanced with interest at the legal rate and all costs of collection including reasonable attorney's fees. The School Board may require a teacher to execute a promissory note memorializing this legal obligation. Any sum recovered by the School Board or not utilized by the teacher seeking tuition reimbursement shall revert to the School Board.

Article 14

SERVICE FEE

- A. All teachers employed by the School Board, shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.
- B. The School Board agrees to deduct from each teacher an amount equal to the Association membership dues or service fees by means of payroll deductions. The amount of deduction from each paycheck for membership dues shall be equal to the total Association membership dues divided by twenty and shall be deducted beginning with the first paycheck in September. The amount of deduction from each paycheck for service fee shall be equal to the total service fee divided by the number of paychecks from and including the first paycheck I January through and including the last paycheck in June. The School Board shall be informed of the amount of the service fee prior to January 1 of each school year.
- C. Those teachers whose employment commences after the start of the school year shall pay a pro-rated amount equal to the percentage of the remaining school year.
- D. The School Board agrees to forward to the Association each month a check for the amount of money deducted during that month.
- E. No later than October 1, of each school year, the School Board shall provide the Association with a list of all employees of the School Board, their positions, and their step on the salary scale. Should any changes occur during the school year, the School Board shall notify the Association.
- F. The singular reference to the "Association" herein shall be interpreted as referring to the Gilbert Education Association, the Connecticut Education Association, and the National Education Association.
- G. The Association agrees to hold and save the Board harmless from any and all claims, damages or costs, including reasonable attorney's fees, which may arise out of or result from the School Board's compliance with or implementation of this Article.

Article 15

PAYROLL DEDUCTIONS

Each teacher shall complete a form distributed by the School Board to show the payroll deductions which should be made during the year. This notification should be completed by the first day of the school year. Changes made during the year shall be submitted, in writing, to the Business Affairs office.

Article 16

SALARY

- A. Salary schedule is attached in Appendix A.
- B. Longevity benefit will be available to all teachers employed by the School Board as of June 30, 2001 and who are eligible for that benefit currently or will be eligible as of June 30, 2004. Longevity pay will be paid according to the following scale:

Years	Payment
13-14	\$ 100
15-19	\$ 250
20-24	\$ 500
25-29	\$ 750
30 & over	\$1,250

- C. Positions with added pay and/or added responsibility are listed in Appendices B, C, and D.

Article 17

INSURANCE BENEFITS

Year 1 (2013-2014): There will be no change from 2012-2013 to the ConnectiCare PPO or POE Plans, benefits, or percent premium cost shares.

Teachers will, for the first-time, be offered a High Deductible Health Plan (HDHP) option with a Health Savings Account (HSA). The Plan will have a \$2000/\$4000 deductible, with the Board paying 50% of the deductible amount for each teacher who elects the HDHP/HSA plan. The Board paid deductible amount shall be directly deposited into the individual teacher's HSA account on July 1.

As documented in the Professional Agreement between the W.L. Gilbert School Corporation and the Gilbert Education Association, July 1, 2010 – June 30, 2013,

- A. The Board will provide coverage under the ConnectiCare (*previous carrier Anthem Blue Cross/Blue Shield*) Preferred Provider Plan (PPO) for any teacher selecting this option with the following premium share provisions:
1. For the 2012-2013 school year, the teacher shall contribute 15% of the cost of the applicable class of the plan.

The plan shall include the following cost share provisions for the 2012-2013 school year:

	<u>Individual</u>	<u>2-Person</u>	<u>Family</u>
Lifetime Maximum	Unlimited	Unlimited	Unlimited
In network:			
Per hospital admission	\$250	\$250	\$250
Physician office visit	\$ 20	\$ 20	\$ 20
Medical emergency	\$100	\$100	\$100
Failure to notify (per occurrence)	\$750	\$750	\$750
Out-patient surgery	\$150	\$150	\$150
Out-of-network:			
Deductible	\$300	\$600	\$900
Co-Ins Rate	20%	20%	20%
Coverage	\$4,000	\$8,000	\$10,000
Cost share Annual Max	\$1,100	\$2,200	\$ 2,900

2. Prescription drug rider with a \$5000 maximum and the following co-pays:
For the 2012-2013 school year:

\$10 Co-pay on generic drugs
 \$25 Co-pay on name brands (listed)
 \$40 Co-pay on non-preferred name brands (unlisted)
 Mail order option: 2 co-pays for a 3 month supply

- B. The Board will provide coverage under the ConnectiCare Point of Entry (POE) (*previous carrier Anthem BlueCare Point of Entry*), without a gatekeeper provision, for any teacher selecting this option with the following premium share provisions:

For the 2012-2013 school year, the teacher shall contribute 13% of the cost of the applicable class of the plan.

1. The plan shall include the following in-network provisions for the 2012-2013 school year:

\$250 Per hospital admission
 \$ 20 Primary care physician visit
 \$ 25 Specialist visit
 \$ 75 Emergency room visit
 \$150 Out-patient surgery

2. Prescription drug rider with an unlimited maximum and the following co-pays:
For the 2012-2013 school year:

\$10 Co-pay on generic drugs
 \$25 Co-pay on name brands (listed)
 \$40 Co-pay on non-preferred name brands (unlisted)
 Mail order option : 2 co-pays for a 3 month supply

- C. Eligible dependents for either of the above identified plans shall be :
Full-time students to twenty-six (26) years of age
Unmarried, financially dependent children to twenty-six (26) years of age
- D. Part-time teachers shall be eligible for coverage under the offered insurance plans with the Board contributing at a pro rata rate reflecting the percentage of the teacher's assignment less the appropriate cost share percentage.
- E. Dental coverage equivalent to that provided in the 2003-2004 school year with premium share percentages equal to that of the PPO coverage above.
- F. Life insurance for the teacher only, equivalent to the teacher's annual salary rounded to the nearest thousand dollars.
- G. A Section 125 Plan shall be established so that contributions for insurance coverage may be made on a pre-tax basis.
- H. The School Board reserves the right to change insurance carriers at any time so long as it gives prior notice to the Association and so long as the insurance coverage under the substituted insurance carrier's policy is substantially equal to the coverage, service, and administration under the policy then in effect. At the time the School Board notifies the Association of its intent to change carriers either or both parties may choose to refer the matter to a mutually agreed upon CEBS (Certified Employee Benefits Specialist) who shall provide a certification stating that the proposed plan is in fact, substantially equal to the existing plan in benefits, coverages and administration. Once the Association has been notified and provided with the certification, the Association has thirty (30) days to examine the new insurance carrier's policy and if necessary, object to the change in writing. Both parties shall equally share the cost of the CEBS. If the parties are unable to resolve informally the matter within the following twenty (20) days, the Association shall file a demand with the American Arbitration Association to resolve the dispute within five (5) days after the end of the twenty (20) day period set forth above. The arbitrator shall be asked to decide the following question: "Is the substituted carrier's coverage, service, and administration under the proposed policy substantially equal to the current insurance carrier's policy?". When a complaint has been lodged by the Association pertaining to the substituted carrier's insurance policy, the School Board will not institute the new insurance until an agreement has been reached or until an arbitrator has decided that the substituted policy is substantially equal to the current policy. The cost of the arbitration shall be shared equally by the parties.
- I. Any teacher who, during the open enrollment period prior to the start of the school year, elects in writing not to participate in the health insurance plans (medical and/or dental) provided by the School Board shall receive a stipend equal to ten percent (10%) of the annual premium of the POE product and/or dental plan for the class of coverage for which the teacher would otherwise be eligible not to exceed on thousand dollars (\$1,000.00) per year. Documentation of other coverage must be submitted if the teacher is waiving medical coverage. The payment of this stipend shall be made in June of the year for which coverage was waived. Payment shall be prorated for part-time teachers and teachers hired after the start of the school year who have waived coverage. Waiver of coverage shall be subject to the approval of the applicable insurance carrier.

Article 18

JUST CAUSE

No teacher shall be disciplined, reprimanded, or suspended without pay, or have his/her compensation reduced for disciplinary reasons without just cause. All terminations and non-renewals will be in accordance with Connecticut Statute 10-551.

Article 19

SEVERABILITY

Should any article, section, or clause of this collective bargaining agreement be declared illegal by a court or administrative agency of competent jurisdiction, the article, section or clause, as the case may be, shall be automatically deleted from this collective bargaining agreement to the extent that it violates the law, but the remaining articles, sections and clauses shall remain in full force and effect. On the written request of either party, negotiations shall immediately commence to negotiate replacement language for that which is declared illegal.

Article 20

DURATION

This agreement shall fix for its term the working conditions of all teachers employed by the School Board during the period July 1, 2013 through June 30, 2016. Copies, written or electronic, of the collective bargaining agreement shall be prepared at the expenses of the Board within a reasonable period of time, preferably within thirty (30) days of the signing of the collective bargaining agreement by both parties, and will be distributed to all current teachers and to all teachers hereinafter employed by the Board.

APPENDIX A

2013-2014

Step	BACHELOR	MASTERS	MASTERS + 30
1	\$39,984	\$42,166	\$44,573
2	\$42,141	\$44,562	\$47,129
3	\$44,554	\$47,134	\$49,871
4	\$46,887	\$49,638	\$52,554
5	\$49,663	\$52,596	\$55,706
6	\$52,128	\$55,256	\$58,571
7	\$55,575	\$58,910	\$62,444
8	\$59,250	\$62,803	\$66,573
9	\$63,168	\$66,957	\$70,986
10	\$67,343	\$71,384	\$75,666
11	\$73,043	\$77,318	\$81,871

2014-2015

Step	BACHELOR	MASTERS	MASTERS + 30
1	\$39,984	\$42,166	\$44,573
2	\$42,141	\$44,562	\$47,129
3	\$44,554	\$47,134	\$49,871
4	\$46,887	\$49,638	\$52,554
5	\$49,663	\$52,596	\$55,706
6	\$52,128	\$55,256	\$58,571
7	\$55,575	\$58,910	\$62,444
8	\$59,250	\$62,803	\$66,573
9	\$63,168	\$66,957	\$70,986
10	\$67,343	\$71,384	\$75,666
11	\$74,747	\$79,022	\$83,575

2015-2016

Step	BACHELOR	MASTERS	MASTERS + 30
1	\$42,141	\$44,562	\$47,129
2	\$44,554	\$47,134	\$49,871
3	\$46,887	\$49,638	\$52,554
4	\$49,663	\$52,596	\$55,706
5	\$52,128	\$55,256	\$58,571
6	\$55,575	\$58,910	\$62,444
7	\$59,250	\$62,803	\$66,573
8	\$63,168	\$66,957	\$70,986
9	\$67,343	\$71,384	\$75,666
10	\$71,829	\$75,987	\$80,405
11	\$76,315	\$80,590	\$85,143

APPENDIX B, C, and D

All new positions agreed upon in the MOU's of June 2012 have been incorporated into the 2013-2016 Agreement.

A joint committee will be established to develop job descriptions of the newly established stipended positions. The committee findings and results will be presented as recommendations to the respective bargaining teams for finalization.

Stipend compensation amounts for 2013-2014 are frozen at the 2012-2013 dollar amounts.

Stipend compensation amounts for 2014-2015 shall be the 2013-2014 dollar amounts increased by 1.32% (the applicable GWI).

Stipend compensation amounts for 2015-2016 shall be the 2014-2015 dollar amounts increased by 1.21% (the applicable GWI).

APPENDIX B

Department

Art
 Business
 English
 Foreign Language
 Guidance
 Family and Consumer Science
 Technology Education
 Mathematics
 Music
 Physical Education/Health
 Science
 Social Studies

Department Chairperson/Coordinator pay will be determined as follows:

	2013-2014	2014-2015	2015-2016
Position:			
Base Salary: Dept. Coordinator	\$3,033	\$3,073	\$3,110
Base Salary: Dept. Chairperson	\$3,485	\$3,531	\$3,574
Teacher Stipend	\$322	\$326	\$330
Team Leader	\$1,184	\$1,200	\$1,214
Dept. Liaison	\$2,581	\$2,615	\$2,647
T.E.A.M. Mentor*	\$557	\$564	\$571

* This per mentee per year amount shall be in addition to the state subsidy.

Base salary will be for Department Chairperson, Coordinator or Liaison and one other department member. A teacher stipend shall be paid to the Department Chairperson, Coordinator or Liaison for each teacher, or portion thereof, beyond two (2) in the department.

The Department Coordinator and/or Department Chairperson may be required to work up to an additional four (4) days beyond the contracted work year if it is deemed necessary by the Superintendent. The summer work schedule will be provided to the Department Coordinators and Department Chairpersons no later than May 1 of the school year that immediately precedes the summer work. If changes to the schedule are required due to unforeseen circumstances, the Administration will notify the affected individuals of the change as quickly as possible.

APPENDIX C

It is agreed between the Gilbert School and the Gilbert Education Association that coaches hired by The Gilbert School who are not members of the bargaining unit represented by the Association need not be compensated in accord with the terms of the master labor contract between the parties but not in any event will they be compensated at a higher rate than listed in Appendix C.

However, bargaining unit members will continue to enjoy the benefits of all contract language requiring hiring within the unit for coaches before going outside the unit.

CATEGORY I

Varsity Football
Varsity Basketball (B&G)

CATEGORY II

Varsity Baseball
Varsity Softball
Varsity Swimming
Varsity Volleyball
Varsity Wrestling
Varsity Soccer (B&G)

CATEGORY III

CATEGORY IV

Assistant Basketball (B&G)
Assistant Football (1)
Varsity Cross Country (B&G)
Varsity Tennis (B&G)
Varsity Track (B&G)
Varsity Golf
7/8th Gr Varsity Basketball (B&G)
Cheerleading (Fall)
Cheerleading (Winter)

CATEGORY V

Assistant Baseball
Assistant Football (3)
Assistant Soccer (B&G)
Assistant Swimming
Assistant Volleyball
Assistant Wrestling
Freshman Basketball (B&G)
Assistant Track (1)
Assistant Softball
7/8th Gr Varsity Cross Country (B&G)
7/8th Gr Varsity Soccer (B&G)
7/8th Gr Varsity Softball
7/8th Gr Varsity Baseball

CATEGORY VI

Diving
7/8th Gr JV Sports (All)
7/8th Gr Cheerleading

2013-2014

YEARS	I	II	III	IV	V	VI
0 to 2	\$3,862	\$3,667	\$3,476	\$2,993	\$2,510	\$1,545
3 to 5	\$4,827	\$4,539	\$3,563	\$3,185	\$3,090	\$2,026
Over 5	\$5,649	\$5,409	\$4,409	\$4,217	\$3,476	\$2,317

2014-2015

YEARS	I	II	III	IV	V	VI
0 to 2	\$3,913	\$3,715	\$3,522	\$3,033	\$2,543	\$1,565
3 to 5	\$4,891	\$4,599	\$3,610	\$3,227	\$3,131	\$2,053
Over 5	\$5,724	\$5,480	\$4,467	\$4,273	\$3,522	\$2,348

2015-2016

YEARS	I	II	III	IV	V	VI
0 to 2	\$3,960	\$3,760	\$3,564	\$3,069	\$2,574	\$1,584
3 to 5	\$4,950	\$4,655	\$3,654	\$3,266	\$3,169	\$2,078
Over 5	\$5,793	\$5,547	\$4,521	\$4,324	\$3,564	\$2,376

APPENDIX D

ACTIVITY	2013-2014	2014-2015	2015-2016
National Honor Society	\$1,233	\$1,249	\$1,264
Junior Class Advisor	\$1,484	\$1,504	\$1,522
Sophomore Class Advisor	\$1,112	\$1,127	\$1,140
Freshman Class Advisor	\$741	\$751	\$760
Student Council	\$1,610	\$1,631	\$1,651
Senior Class Advisor	\$2,473	\$2,506	\$2,536
Yearbook	\$3,680	\$3,729	\$3,774
Newspaper	\$2,023	\$2,050	\$2,075
Music Activities (Band)	\$2,531	\$2,564	\$2,595
Music Activities (Chorus)	\$2,531	\$2,564	\$2,595
Athletic Director (9-12)	\$9,475	\$9,600	\$9,716
Drama	\$2,208	\$2,237	\$2,264
Drama Assistant	\$1,058	\$1,072	\$1,085
Drama Assistant/Music Director, (if necessary)	\$1,544	\$1,564	\$1,583
Cryptic Muse	\$2,820	\$2,857	\$2,892
Peers	\$1,084	\$1,098	\$1,112
TSA Advisor	\$1,058	\$1,072	\$1,085
Grade Quick Coordinator	\$2,820	\$2,857	\$2,892
Summer Guidance	1/186th salary	1/186th salary	1/186th salary
DECA Advisor	\$1,084	\$1,098	\$1,113
Video Production Advisor*	\$2,531	\$2,564	\$2,595
Administrator Plus Coordinator (per hour salary)	\$56.42	\$57.16	\$57.86
Detention Monitor/After School Monitor (per hour salary)	\$20.45	\$20.72	\$20.97
Associate Athletic Director (7-8)	\$4,398	\$4,456	\$4,510
SAT Instructors (per contact hour)	\$41.16	\$41.70	\$42.21
Music Activities (7/8 Gr) - 1	\$1,544	\$1,564	\$1,583
Music Activities (7/8 Gr) - 2	\$1,544	\$1,564	\$1,583
Art Club (7/8 Gr)	\$515	\$522	\$528
Computer Club (7/8 Gr)	\$515	\$522	\$528
Drama (7/8 Gr)	\$1,544	\$1,564	\$1,583
Student Council (7/8 Gr)	\$1,029	\$1,043	\$1,055

*The Video Production Advisor will supervise students recording and editing a minimum of ten (10) productions per year. Any other productions beyond ten (10) will be paid at a rate of \$150 per production not to exceed a total of stipend of \$3400 per 2012/2013 school year.

APPENDIX E

GILBERT SCHOOL GEA DENTAL COVERAGE SUMMARY***

As provided in Article 17 E, dental coverage shall be provided to eligible members of the GEA bargaining unit and their eligible dependents, with premium share percentage contributions equal to that of the PPO coverage (15% in 2012-2013)


BASIC DENTAL PLAN COVERAGE ELEMENTS

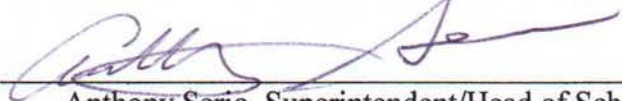
* Preventative and Diagnostic Services	100% (not subject to deductible)
* Remaining Basic	80% (subject to deductible)
* Prosthodontics and Crowns	50% (subject to deductible)
* Orthodontics	50% (subject to deductible--children only)
* Calendar Year Maximum (CYMAX)	\$1,000
* Lifetime Maximum of Orthodontics	\$1,000
* Annual Deductible	\$100 per person
* Annual Deductible Family Maximum	\$300
* Benefits are the same both in and out of network	
* Out of network services may be subject to balance billing	

***This is not an insurance policy. It is a description of benefits. The language, terms and conditions of the insurance policy control.

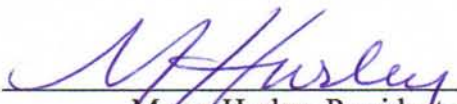
IN WITNESS WHEREOF, the parties hereunto set their hands this 12th day of April 2013,

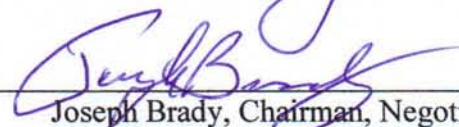
THE W.L. GILBERT SCHOOL CORPORATION

By: 
Steven A. Sedlack, Chairman

Witness: 
Anthony Serio, Superintendent/Head of School

GILBERT EDUCATION ASSOCIATION

By: 
Maura Hurley, President


Witness: 
Joseph Brady, Chairman, Negotiating Committee

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT

This addendum is entered into between the Gilbert Education Association (GEA) and the Gilbert School Corporation to accommodate the 2003 state law making holders of Durational Shortage Area Permits (DSAPS) members of the "teacher unit" as defined in the Connecticut Teacher Negotiation Act. To accomplish this, the parties agree as follows:

1. DSAP holders shall, effective upon signing and ratification of this MOA, become members of the GEA bargaining unit as defined in Article I, Recognition, of the parties' labor contract;
2. Salary and fringe benefits shall be granted to DSAP holders as per the labor contract in like manner as certified professional employees;
3. DSAP holders shall be subject to the terms and provisions of the parties' labor contract, including the requirement of paying Association dues and fees or agency shop under Article XIV, except in areas where the contract indicates that regular teaching certification is required, including, but not limited to:
 - a. Under Article II, Personnel Practices, DSAP holders shall be assigned by the Administration, and shall not have any contractual transfer rights. A DSAP holder without any regular teaching certification may not bid on posted positions. However, if a DSAP holder possesses regular teaching certification in an area other than his/her DSAP assignment, that person may apply for vacant positions within the system.
 - b. It is agreed that teachers holding DSAP's only are not subject to the teacher tenure law and are at-will employees not subject to the provisions of Article XIX, Just Cause in the event of discharge. Accordingly, the provisions of Article III, Reduction In Force/Recall, shall not apply to DSAP staff, and such individuals shall have no contractual rights in reference to layoff and/or recall. Further, it is agreed that the employment of a DSAP holder will automatically end upon the expiration of the DSAP;
 - c. DSAP staff shall not be eligible for Tuition Reimbursement under Article XII, or Sabbatical leave under Article XI;
4. This addendum shall be attached to the collective bargaining agreement and be in full force and effect through June 30, 2007.

Signed in Winchester, CT on 2/11, 2004


For the W. L. Gilbert School Corporation


For the Gilbert Education Association