AGREEMENT

GUILFORD BOARD OF EDUCATION

AND

GUILFORD EDUCATION ASSOCIATION

2014-2015 2015-2016 2016-2017

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Article 1 RECOGNITION

- A. The Board recognizes the Association for the purpose of professional negotiation as the exclusive representative, pursuant to §§10-153b through 10-153f of the Connecticut General Statutes, as amended, of all those certificated professional employees of the Board of Education in positions requiring a teaching certificate or Durational Shortage Area Permit and who are not included in the administrators' unit or excluded from the purview of §§10-153a to 10-153g and other than temporary substitutes.
- B. Teacher(s) with Durational Shortage Area Permit(s) shall be excluded from the provisions of Article 12 Teacher Transfers, Article 17 Promotions, Article 18 Reduction in Personnel, and Article 46 Just Cause.

Article 2 PROFESSIONAL NEGOTIATIONS

- A. Not later than the date mandated by State Statute, the Board and the Association agree to negotiate in good faith, pursuant to §§10-153a-153g of the Connecticut General Statutes, as amended, to secure a successor agreement relating to salaries and other conditions of employment or members of the unit.
- B. The Agreement so negotiated shall, upon approval by both parties be reduced to writing and signed by the parties and shall bind and inure to the benefit of the Board, the Association and members of the unit. The Board shall as promptly as is reasonably possible, provide copies of the Agreement for each member of the unit. The Board and the Association shall share the cost of providing copies of the agreement.
- C. Nothing in this Agreement shall prohibit joint review of progress or future policies by the Board and the Education Association for the purpose of amendment or change when indicated by either group. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

Article 3 GRIEVANCE PROCEDURE

A. **Definitions**

1. A "grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of a teacher or group of teachers and/or the interpretation, meaning or application of any of the provisions of this Agreement. It is expressly understood that a claim based upon an event or condition which does not affect the welfare or conditions of employment of a member of the unit described in Article 2 shall not constitute a grievance.

- 2. An "aggrieved person" is the person or persons making the claim.
- 3. A "party in interest" is an aggrieved person and any other persons who might be required to take action or against whom action might be taken in order to resolve the claim.
- 4. A "day" shall be a calendar day.

B. <u>Purpose</u>

- 1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings shall be kept informal and confidential as may be appropriate at any level of the procedure.
- 2. Nothing herein contained shall be construed as limiting the right of any member of the unit from discussing any matter informally with any appropriate member of the administration.

C. <u>Time Limits</u>

- 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.
- 2. If a grievance in writing is not filed within thirty (30) days after the grievant knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
- 3. In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

D. <u>Procedure</u>

- 1. Level One Building Administrator/Immediate Supervisor
 - (a) A member of the unit with a grievance shall reduce same to writing and submit copies to his/her immediate supervisor and/or principal and to the Association representative of that school. If the grievance is a claim based upon the interpretation, meaning or application of any of the provisions of this Agreement, the written grievance shall contain a statement of the provision(s) of the contract upon which the claim is based.

- (b) Within ten (10) days after receipt of written grievance, the principal and/or immediate supervisor shall render his decision in writing to the aggrieved person and the Association representative.
- 2. Level Two Superintendent of Schools
 - (a) If an aggrieved person is not satisfied with the decision of his/her grievance at Level one, or if no decision has been rendered in writing within ten (10) days after submission of the grievance, he or she may forward the grievance to the Association President and Superintendent of Schools within fifteen (15) days after original submission.
 - (b) Within fifteen (15) days after receiving the written grievance, the Superintendent shall meet with the aggrieved person and shall render his/her decision in writing and the reasons therefore to the aggrieved person, with a copy to the Association President.
- 3. Level Three Board of Education
 - (a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two or if no decision is rendered within fifteen (15) days after the meeting with the Superintendent (or his designee), he or she may within fifteen (15) days after receiving the Superintendent's decision, or if no decision has been rendered within twenty (20) days after the Level Two meeting, forward the grievance in writing to the Chairman of the Board of Education with a copy to the President of the Association.
 - (b) Within fifteen (15) days after receiving the written grievance, a committee of the Board shall meet with the aggrieved person, the President of the Association (or his designee), and other parties deemed necessary by the Committee or the Association to consider the grievance.
 - (c) Within ten (10) days following the meeting with the Board Committee, the Committee shall render its decision in writing and the reasons therefore to the aggrieved person, with a copy to the Association President.
- 4. Level Four Arbitration
 - (a) If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Three, or if no decision in writing is rendered within ten (10) days following the meeting, the aggrieved person may within fifteen (15) days of the hearing, forward the grievance to the Association President with a request that it be submitted for arbitration.
 - (b) The Association may, within ten (10) days after receiving a request for arbitration, submit the grievance to arbitration by so notifying the Board in

writing, postage prepaid, return receipt requested. The Board and the Association shall meet and attempt to agree upon a mutually selected arbitrator. If no such agreement is reached within five (5) days from the receipt of the Association's demand for arbitration, either party may submit the demand for arbitration to the American Arbitration Association (AAA) and the arbitration will be conducted in accordance with the rules and procedures of the AAA unless otherwise agreed by the Board and the Association.

- (c) The arbitrator shall have no power or authority to add to, amend, modify or otherwise alter this Agreement but must limit his decision to an application and/or interpretation of the provisions of the Agreement, and his decision shall be final and binding upon the parties, in the case of grievances which concern the interpretation, meaning or application of any of the provisions of this Agreement. However, the arbitrator's decision shall be only advisory for grievances based upon an event or condition which affects the welfare or conditions of employment of a teacher or group of teachers outside the scope of this Agreement.
- (d) The costs of the arbitrator shall be borne equally by the parties.
- E. <u>Rights to Representation</u>
 - 1. Any member of the unit or the Board may be represented at Levels One through Three of this grievance procedure by any person of his choice provided that exclusive organizational representation shall be provided by the Association. When a member of the unit is not represented by the Association, the Association with the written approval of the aggrieved person, shall have the right to be present and to state its views at all stages of this grievance procedure.
- F. <u>Miscellaneous</u>
 - 1. If, in the judgment of the Executive Committee of the Association, a grievance affects a group or class or members of the unit, the President of the Association may submit such grievance in writing to the appropriate administrative level. The President of the Association may process such a grievance through all levels of the grievance procedure even though the aggrieved persons do not wish to do so. The Administration may request, in writing, that the Executive Committee of the Association process as a class grievance two or more individual grievances which, in the opinion of the administration, are related. The pertinent time limits shall be suspended pending the Executive Committee's decision.
 - 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. A grievance filed at any level of this procedure must be in writing and must contain the following information:
 - (a) The name(s) of the grievant(s);
 - (b) A statement of the nature of the grievance;
 - (c) A statement of the provision(s) of the contract allegedly misinterpreted or misapplied;
 - (d) The result of previous discussions or decisions, if any;
 - (e) Grievant(s) dissatisfaction with decisions previously rendered;
 - (f) Remedy requested.

Forms for filing grievances shall be prepared by the Superintendent and (prior and subsequent to written approval thereof by the Association) given appropriate distribution by him/her so as to facilitate operation of the grievance procedure.

- 4. No reprisals of any kind shall be taken by the Board or by any other member of the administration against anyone by reason of participation in the grievance procedure or support of any participant thereto.
- 5. No reprisals of any kind shall be taken by the Association or any member of the Association against any member of the unit by reason of unwillingness to participate in the grievance procedure or to support any participant thereto.

Article 4 BOARD RESPONSIBILITIES

It is recognized that the Board has and will retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of Guilford in all its aspects, including but not limited to the following: to maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of Guilford; to give the children of Guilford as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operations of buildings, land, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer certificated personnel; to suspend or dismiss the teachers of the schools; to designate the schools which shall be attended by the various children within the town; to make such provisions as will enable each child of school age residing in the town to attend school for the period required by law and provide for transportation of children wherever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore and to approve plans for school buildings; to prepare and submit budgets and, in its sole discretion, expend monies appropriated by the town for the maintenance and operation of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are subject to delegation in whole or in

part, but the same shall be exercised in a manner consistent with applicable public laws and not in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance and arbitration provisions of this Agreement.

Article 5 CLASS SIZE

- A. The Board and the Association recognize that the pupil-teacher ratio is an important aspect of an effective educational program.
- B. The Board shall exert its best efforts to anticipate growth of the school population, and to cause classrooms to be constructed, and teaching staff employed, in order to maintain effective pupil-teacher ratios.
- C. For implementation of the above, maximum class size is defined as not exceeding the following:

1. Kindergarten classes	25 pupils
2. Grades 1, 2, and 3	27 pupils
3. Grades 4, 5, and 6	30 pupils
4. Combined Total in Teacher's	
regular classes in intermediate	
school (Grades 5 and 6)	
based on a five-day week	125 pupils
5. Combined Total in Teacher's	
regular classes in secondary	
schools (Grades 7-12) based	
on a five-day week	125 pupils

- D. The establishment of maximum class sizes shall not be construed as a constraint to larger groupings for lectures and assemblies, team-teaching programs, split-grade classes (physical education, music, art, etc.), experimental programs or other bona fide educational purposes; nor shall the establishment of maximum sizes prohibit increases above optimum size as the result of temporary shortages of classrooms or instructional staff. However, the Superintendent shall notify the Board and the President of the Association whenever specified class sizes are exceeded as the result of such shortages and the Board shall determine appropriate corrective action.
- E. Special Education: Classes in special education shall not contain more pupils than the State Department of Education shall approve for such placement.

F. Those students identified by the school system as having disabilities which necessitate a special program or extraordinary teacher attention shall be a topic of continuing discussion between the Board and the Association.

Prior to mainstreaming a student from a special education class into a regular education class, the principal or his/her designee will arrange a conference with both the teacher receiving the mainstreamed child and the teacher sending the mainstreamed child in order to review the child's specific needs and problems, and instructional techniques and methods.

Upon request, a teacher who is involved in having an included student placed in his/her classroom or instructional program will be provided with consultation and/or training as approved by the Superintendent or his/her designee during the time the teacher is providing services to the included student. All requested and approved consultation and/or training will be at the Board's expense.

Article 6 <u>DUTY FREE LUNCH</u>

All teachers shall have an uninterrupted duty-free lunch period of thirty (30) minutes. This time is to be considered the teacher's own. If a teacher leaves the building during his/her lunch hour, he/she will notify the office of his/her departure and return.

Article 7 DAILY SCHEDULE

A. <u>Teacher's School Day</u>

The length of a teacher's regular school day shall be interpreted as seven (7) hours and fifteen (15) minutes (including a lunch period as defined in Article 6), commencing at such time as is set by the administration. These hours shall be continuous. However, nothing herein prohibits a teacher from agreeing, on a purely voluntary basis only, to a regular school day of seven (7) hours and fifteen (15) minutes which are not continuous. The fifteen (15) minutes that is being added to the teacher school day effective with the 1998-99 school year will be student instructional time.

Notwithstanding the above, teachers shall be required to attend three (3) evening conferences each work year. The teachers' regular school day on days during which the evening conferences are scheduled shall not be more than five (5) hours and (15) minutes. The total number of work hours during such days, including the conference hours, shall not exceed seven (7) hours and (15) minutes.

B. <u>Required Meetings</u>

Teachers are not required to remain beyond the regular teachers' school day for more than four (4) meetings a month. Such required meetings shall be of duration not to exceed one (1) hour beyond the regular teachers' school day. Teachers' attendance at all other meetings called by administration shall be voluntary.

C. <u>Part-time Teachers</u>

- 1. Part-time teachers may be required to remain beyond their work day on a prorated basis (i.e. 0.5 FTE teacher may be required attend two (2) meetings per month).
- 2. Each part-time teacher may, in lieu of section 2 above, attend professional development meetings on either full student release or early student release days (beyond their regular working hours). Attendance at professional development meetings shall be based on the pro-rated share of the number of annual meetings as set forth in the school calendar per section 1 above. Attendance at specific meetings per section 1 or professional development meetings will be decided in collaboration with the building principal.
- 3. Should attendance of part-time teachers be required at meetings, every effort will be made to schedule such meetings immediately before or after their work day.
- 4. In no event shall a teacher be required to attend a meeting that is scheduled more than two (2) hours after his/her scheduled work day.

D. <u>Conference Hours</u>

A schedule of by-appointment parent and pupil conference hours will be filed and updated in the principal's office and be available from teachers upon request by pupils.

E. <u>Before School Arrival</u>

Certificated itinerant teachers shall be in their assigned buildings thirty (30) minutes before commencing their instructional duties assigned by the administration; such teachers' regular school day shall commence upon such arrival in the building and continue for seven (7) continuous hours.

F. Professional Development

The Board and the Association agree to collaboratively discuss professional development needs as they impact teacher work day and/or teacher work year.

G. <u>Release Time</u>

- 1. Kindergarten teachers shall be released from their normal duties for not more than one day total per year for parent/teacher conferences.
- 2. Kindergarten teachers shall be released from their normal duties for not more than ¹/₂ day total per year in order to prepare report cards.
- 3. Teachers shall be released from their normal duties in order to administer and review benchmark, district wide and/or common assessments when it is deemed to be appropriate by the Superintendent, in the Superintendent's discretion.

Article 8 NON-TEACHING DUTIES

- A. The Board and the Association agree that a teacher's primary responsibility is to teach and that his/her energy should, to the extent possible, be utilized to this end. The Board and the Association recognize that teacher aides and part-time clerical and non-teaching employees are useful and necessary in order to implement this principle. Therefore, it is agreed as follows:
 - 1. The Principal will consider reasonable request from teachers for assistance in the duplicating of instructional materials.
 - 2. Teachers shall not be required to supervise the lunchroom during noontime, distribute milk, and collect money from students for non-school connected purposes. Teachers who volunteer for lunch duty may be assigned to the lunchroom as part of their collateral responsibilities to their teaching assignment to carry out the function of supervision necessary for the safety and welfare of the students. Teachers so assigned to lunchroom duty for any day shall be relieved of all other collateral duties for that day.
 - 3. Teachers shall not be required to perform such clerical tasks as: (a) scoring of standardized tests where machine scoring is suitable and possible (b) stamping and numbering books (c) duplicating instructional materials and examinations of a departmental, grade, or level nature (d) originating and maintaining cumulative records.
 - 4. Teachers shall not be required to drive pupils to activities which take place away from the school building.
 - 5. The Association in cooperation with the administration agrees to sponsor an inservice workshop to properly train the teacher aides.

Article 9 TEACHING ASSIGNMENTS

- A. The word "elementary" as used in the Agreement refers to all grades below grade 5; the word "intermediate" refers to grades 5-6 inclusive; the word "secondary" refers to grades 7-12 inclusive.
- B. Teachers initially employed by the Board shall be informed of their building, grade and/or subject assignments upon employment if reasonably possible and in any event no later than August 31 of their first year of employment, or such later date as their employment may commence.
- C. Teachers whose employment is to be continued for a subsequent year shall receive notification of their building, grade and/or subject assignments for the subsequent year prior to the close of the current school year. In the event that a change of assignment becomes necessary due to circumstances which prevent notification to the teacher prior to the close of the school year, the change shall be made subsequent to the close of the school year and prompt notification shall be given to the teacher.
- D. Teachers initially employed by the Board and informed of their building, grade and/or subject assignments shall be promptly notified in writing of any changes therein. Every reasonable effort will be made to avoid making such changes during the months of May through August.
- E. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned to subjects, grades or classes outside the scope of their teaching certificates.
- F. Teacher assignments shall be made without regard to age, race, creed, color, religion, nationality, sex, or marital status.
- G. In the determination of assignments, the preference and wishes of the teacher shall be considered to the extent that these preferences do not conflict with the instructional requirements and best interests of the school system and the pupils as determined by the administration or the Board. Any teacher dissatisfied with his assignment may seek relief under the provisions of Article 3 of this Agreement.
- H. In-Home Services
 - 1. All requests and approvals for in-home services must be authorized by the Director of Pupil Services or his/her designee with notice of such approval sent to the President of the Guilford Education Association.

- 2. In-home services shall only be provided by volunteers after the teacher workday, unless such services are included as part of an Individualized Education Plan, Section 504 Plan, or a Scientific Research-Based Intervention Plan.
- 3. Any teacher providing in-home services shall be reimbursed for mileage at the prevailing IRS rate for travel to and from his/her school.
- 4. A teacher who volunteers to provide in-home services after the teacher workday shall be compensated at his/her per diem, per hour base rate of pay according to the Teachers' Salary Schedule.
- 5. The Board of Education shall provide a liability waiver to all teachers providing in-home services. Said waiver form shall be completed by a parent, guardian, or other adult in the home at the conclusion of each home visit.

Article 10 TEACHING PERIODS

- A. Academic subject area secondary school teachers shall not be assigned more than five (5) teaching periods per day, except upon request initiated by the teacher upon notification of the department head by the principal. Intermediate school teachers shall not be assigned more than five (5) teaching periods per day, except upon request initiated by the teacher upon notification of the department head by the principal. Special subject area intermediate and secondary school teachers (e.g., art, music, physical education) may be assigned six (6) periods per day provided they are relieved from homeroom duties or a collateral duty, the choice of which shall be determined by the principal. Special subject teachers may request a six (6) period schedule with relief from homeroom and/or collateral duties as provided above, by written request to his/her department head and subject to approval by the principal, whose decision shall be final.
- B. Secondary school teachers shall not be required to teach more than two (2) subjects or to have more than four (4) preparations within said subjects or combinations of subjects at any one time. Intermediate school teachers shall not be required to teach at any one time more than three (3) subjects, two of which shall be i) language arts and ii) one content area.
 - 1. Subjects shall be defined as: major areas within the curriculum (e.g. science, math, social studies, business education, vocational education and language arts).
 - 2. Preparations shall be defined as:
 - (a) different areas of the same subject, e.g. French I, French II; not level 2 and level 4 of French II; and,
 - (b) different subjects regardless of grade placement of the subjects.

- 3. A secondary school teacher may be assigned more than four (4) preparations when:
 - (a) the teacher so requests assignment in writing upon notification by the department head;
 - (b) the teacher is the sole teacher of the subject and is aware of the assignment; and,
 - (c) the teacher is assigned in the Physical Education, Music, Art or Practical Arts department.
- C. Notwithstanding anything in Articles 10 and 11 to the contrary, in the event the "Eight Period/Drop Two Schedule" is implemented at Guilford High School, the following terms and conditions will apply:
 - 1. Teachers shall not be assigned more than five (5) teaching periods per day, except upon request initiated by the teacher upon notification of the department head by the principal. Teachers who volunteer to teach an additional period shall be compensated at one-fifth (1/5) of their annual salary for teaching such period.
 - 2. Each teacher shall be guaranteed one (1) fifty-seven (57) minute preparation period per day.
 - 3. Every effort will be made to reduce collateral duties, hall monitors, door monitors, cafeteria monitors, and study hall monitors. Instead, teachers may be made available to work collaboratively with colleagues.
 - 4. Secondary school teachers shall not be required to teach more than two (2) subjects or to have more than four (4) preparations within said subjects or combinations of subjects at any one time.
 - a. Subjects shall be defined as: major areas within the curriculum (e.g. science, math, social studies, business education, vocational education and language arts). An effort will be made to recognize differences in preparation required among same subjects at different levels.
 - b. Preparations shall be defined as:
 - (i) different areas of the same subject, e.g. French I, French II; not level 2 and level 4 of French II; and,
 - (ii) different subjects regardless of grade placement of the subjects.
 - c. A secondary school teacher may be assigned more than four (4) preparations when:
 - (i) the teacher so requests assignment in writing upon notification by the department head;

- (ii) the teacher is the sole teacher of the subject and is aware of the assignment; and,
- (iii) the teacher is assigned in the Physical Education, Music, Art or Practical Arts department.
- D. If the Board decides to restructure the student schedule(s), the Board and the Association agree to mid-stream bargain the impact of such change in accordance with C.G.S. 10-153f(e).

Article 11 <u>PREPARATION PERIOD</u>

- A. Classroom teachers of grades K-12 shall be afforded the opportunity during school hours for preparing lessons, meeting with the principal, specialists, and/or parents, administering make-up work to students or other teaching responsibilities. Reasonable effort shall be made to arrange meetings at least one day in advance except in emergency situations as determined by the Administration.
- B. Each full-time teacher shall be scheduled with one such period of not less than 30 minutes per day. Part-time teachers employed on a full-day basis shall also be scheduled with one period of not less than 30 minutes per day on those days the teacher is scheduled for a full day.
- C. The student recess period at the elementary schools shall be used for teacher preparation and collaboration.
- D. At the elementary schools, each teacher shall have 100 minutes of the time described in Sections A C above as individual, teacher-directed preparation time per week.

Article 12 <u>TEACHER TRANSFERS</u>

A. Teachers desiring to make transfers between school buildings or between grade levels within a building shall so advise the Superintendent and the Principal(s) concerned in writing, on a form mutually agreed to the Association and the Superintendent, not later than May 1. Qualified employees who have filed such statements will be given preference over equally qualified outside candidates in the filling of vacancies. Part-time teachers requesting transfer to a full-time position will be given preference over equally qualified outside candidates. Length of service in the Guilford system will be considered if more than one present employee requests transfer to the same position. Voluntary transfer requests will be given consideration before involuntary transfers are made except when said transfer would result in the termination of a teacher.

- B. Notice of open positions in all schools shall be posted on the faculty room bulletin board of each school during the school year. Notice of open positions occurring after the last day of the school year and before July 31 shall be sent to the Association President and posted in the Superintendent's office. All teachers requesting transfers in accordance with Section A. above shall be sent notice of vacancies occurring after the last day of the school year and before July 31. Rights of said teachers under Section A. above shall apply to vacancies occurring prior to July 31. Teachers applying under Section A. shall be considered for vacancies during August. Nothing herein shall prevent application or acceptance of applications from any teacher at any time. In the event of a staff reduction at any school, transfer to comparable positions in other schools shall be made on a voluntary basis wherever possible. Should an involuntary transfer be required, length of service in the Guilford system shall be considered in determining which teacher is to be transferred last. In no case shall a teacher be transferred involuntarily without prior opportunity to discuss the reasons for the transfer with the Superintendent or his designee and, if still dissatisfied, to seek relief under provisions of Article 3 of this Agreement.
- C. Notice of transfer shall be given to the teacher as early as practicable and under normal circumstances not later than June 1.
- D. In the event a teacher on a leave of absence of at least one year's duration or whose leave terminates at the end of a school year decides to terminate his/her employment with the Board, the teacher hired to replace such teacher or hired to fill a vacancy created by a full-time teacher's transfer to the position held by such teacher, may be displaced by a qualified part-time tenured teacher. A qualified part-time tenured teacher may also displace a less senior teacher who is recalled to a full-time position. The decision to displace must be made by the part-time teacher by informing the Superintendent's office, in writing, of such decision within fifteen (15) days of notification of the less senior teacher's recall. In no event may a part-time teacher displace a recalled teacher subsequent to August 15. In the event two or more part-time teachers wish to displace a newly hired or recalled teacher pursuant to this paragraph, the best qualified teacher shall be appointed to the position.

Article 13 TEXTBOOKS

The Association recognizes that it is the responsibility of teachers to serve on basic or core textbook committees in areas of their expertise and training. The opinions and recommendations of the professional staff, as well as written evaluations of piloted core textbook materials, will be discussed with appropriate staff members and their reactions and opinions submitted to the Board.

The Association recognizes that all recommended programs and materials are subject to final approval by the Board.

Article 14 EVALUATION

There shall be an evaluation of teacher performance annually. Such evaluation shall be reduced to writing, reviewed and signed by both the teacher and the teacher's supervisor, each of whom shall receive a copy.

Article 15 USE OF SCHOOL FACILITIES

- A. The Association will have the right to use school buildings without cost at reasonable times for meetings, provided, however, that the Association will be required to pay for any additional custodial costs involved by reason of said meetings. The Principal of the building in question shall be notified at least 24 hours in advance of the time and place of all such meetings.
- B. There will be one bulletin board in each school building, which will be placed in the faculty lounge, for the purpose of displaying notices, circulars, and other Association materials. The Association agrees that it will not post any material which is derogatory to the administration, the Board of Education, or any member thereof, of the School System.

Article 16 EMPLOYMENT YEAR

- A. The work year of teachers shall be as set forth in administrative regulations. The Board may alter the work year at any time. The work year of classroom teachers covered by this contract will include orientation. Three (3) additional days beyond that required by administrative regulations may be required of teachers who are employed on a regular teacher's contract for their first year in Guilford without additional compensation. In the event the Board extends the work year beyond 185 days, all teachers shall be compensated for each extended day at the rate of 1/185 x annual salary. Current practices regarding curriculum work and other summer projects shall not be affected by this Article.
- B. Contracts for periods less than or in excess of the work year as defined in administrative regulations shall specify the work period covered by the contract.
- C. Teachers who have not been certified as having completed duties by their principals on the last day of the school year shall be required to return until such duties are completed. Final payment shall be withheld until all responsibilities have been certified as having been met.
- D. For any teacher in an instructional coaching or subject area specialist position, up to ten (10) days may be scheduled flexibly, as agreed upon by the teacher and supervisor, within the contractual days but outside the regular work-year calendar.

Article 17 PROMOTIONS

- A. Positions as used in this section, means any position within the bargaining unit which pays a salary differential and/or involves an additional or higher level of responsibility.
- B. All vacancies or positions caused by the creation of a new position shall be filled pursuant to the following procedure:
 - 1. A notice shall be posted in every school building clearly setting forth a description of, and the qualifications for, the position including duties and salary.
 - 2. Such notice shall be posted as far in advance as practicable, and at least ten (10) school days before the final date for submission of applications.
 - 3. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or his special representative within the time limit specified in the notice. Applicants shall include qualifications for the position as well as other data requested in the notice and/or helpful in evaluating the applicant.
 - 4. All teachers from the Guilford School System who apply and are qualified for such positions shall be interviewed, and all applicants shall be notified when the position has been filled, such notice to include the name of the person appointed.
- C. All appointments to aforesaid promotional positions shall be made without discrimination as to age, race, creed, color, religion, national origin, sex or marital status.
- D. Promotions shall be filled on the basis of qualifications for the vacant position provided, however, that should two or more candidates from the Guilford School System be adjudged as best qualified candidates and are substantially equal in qualification in the judgment of at least two interviewers, or a majority of interviewers if more than two be involved, the applicant with the greater seniority in the Guilford School System shall be given preference. The decision of the Board, unless arbitrary, capricious and without basis in fact, will be final.
- E. The Association will be notified within a reasonable time when a promotional position becomes vacant after the end of the regular school year but before the opening of the fall semester. Teachers shall state an interest in promotional positions occurring after the close of the school year on the forms mutually agreed to by the GEA and the Superintendent. The administration shall send a notice of vacancy in promotional positions to all teachers exercising such option. Applications from such teachers must be received by the Superintendent or his/her specified representative within ten (10) days of the postmark date on the administration's notice to the candidate to be eligible for consideration. Such applicants shall make themselves available for interview, if so

notified by the administration, within five (5) days of the postmark date of applicant's notice to appear for interview to be eligible for consideration.

Article 18 <u>CURRICULUM REVISION</u>

- A. The Board and the Association agree that teachers should constantly strive to evaluate and study both established and new curriculum. Teachers have the right and the responsibility to participate in the formation and revision of curriculum and shall have their views make known to the Board.
- B. Every effort shall be made to see that the materials needed to implement any new curriculum are supplied to the teachers involved in the program before the program starts.
- C. The Board will encourage and support in-service training programs to prepare teachers for any new curriculum and will consider the use of released time when, in the judgment of the administration, it is required for effective in-service workshops.

Article 19 <u>REDUCTION IN PERSONNEL</u>

- A. In the event of a cutback or reduction of teachers through lay-off from employment, the following procedure, based upon programming needs, will be utilized.
- B. After the provisions of Article 12.C have been exhausted, specific reductions shall be made based upon the following criteria in the order listed:
 - 1. Area of certification.
 - 2. The teacher hired last in Guilford shall be eliminated first. The date of hire shall be the date the individual salary contract is signed by the teacher.
 - 3. If two or more teachers have the same date of hire, the teacher with the lowest qualifications shall be eliminated first. Qualifications shall include evaluation of the following:
 - (a) the number of graduate credit hours most pertinent to the specific assignment.
 - (b) the written evaluations of the principal for the previous two years.
- C. When there are two or more teachers in the specific level and/or department being reduced equal in certification status, the following procedure shall come into effect to determine order of reduction:
 - 1. The teacher hired last in Guilford shall be eliminated first. The date of hire shall be the date the individual salary contract is signed by the teacher.

- 2. If two or more teachers have the same date of hire, the teacher with the lowest qualifications shall be eliminated first. Qualifications shall include evaluation of the following:
 - (a) the number of graduate credit hours most pertinent to the specific assignment.
 - (b) the written evaluations of the principal for the past two years.
- D. Seniority shall be calculated on a pro-rated basis for part-time teachers (i.e. 0.6 FTE = 0.6 years of service for seniority purposes). As such, the position of a part-time teacher may be eliminated prior to that of a full-time teacher with a later date of hire.
- E. The Superintendent of Schools may require a teacher to take a refresher course of study within a particular area of assignment to commence within twelve (12) months of such assignment if the teacher does not have one full year's teaching experience in such area of assignment within the past five (5) years. The refresher course of study shall be not more than six (6) academic credits or shall be an appropriate in-service training program. The Superintendent shall approve the course of study. The refresher course of study shall be at the Board of Education's expense.
- F. Personnel who are laid off because of elimination of their positions shall be given first opportunity (for the period of three years next following their elimination) to fill a position within their level, as defined in paragraph B. of this Article, for which they are qualified and certified in the reverse order of lay-off. The teacher will accept or reject in writing this offer of rehire within five (5) days of the receipt of written notification of position availability from the Board. In the event the teacher does not accept the Board's offer, the teacher shall forfeit all recall rights. Such recalled teachers shall have sick leave and longevity benefits restored. The lay-off period shall not be considered in determining a teacher's seniority rights, salary schedule placement or period of continuous employment.
- G. The teacher shall be responsible for advising the administration of location and availability should the teacher change address after layoff.
- H. The Board agrees to notify the Association of planned reduction in personnel prior to the individual's being notified.
- I. All recall notices prior to August 15 shall be tentative. A teacher who is recalled to a part-time position may displace a less senior teacher recalled to a full-time position provided the teacher is certified and qualified for the position. Such displacement may only take place with regard to positions for which a recall notice has been sent out prior to August 15 of any school year. The decision to displace must be made by the recalled teacher by informing the Superintendent's office, in writing, of such decision within five (5) days of notification of the less senior teacher's recall. In the event two or more teachers recalled to a part-time position wish to displace a teacher pursuant to the

provisions of this paragraph, the best qualified teacher shall be appointed to the position. A person may turn down recall to a position not equal in time/salary to the position he/she lost and still remain on the recall list.

Article 20 PROTECTION OF TEACHERS

- A. Teachers shall report immediately in writing to their principal and to the Central Office all cases of assault suffered by them in connection with their employment.
- B. Such report shall be forwarded through the Superintendent to the Board which shall comply with any reasonable request from the teacher for information in its possession not privileged under law which related to the incident or the persons involved.
- C. The Board of Education recognizes the provisions of Connecticut General Statutes §10-235a and §10-236a.
- D. If criminal proceedings, including police investigations, are brought against a teacher alleging that he/she committed an assault in connection with his/her employment, the Board shall reimburse such teacher the cost of retaining legal counsel in the event that the charges are withdrawn subsequent to the investigation, there is a dismissal of the criminal charges, or a finding of not guilty. Reimbursement shall be contingent upon the teacher presenting to the Board an itemized bill for legal services rendered in connection with the criminal assault proceedings.
- E. Whenever a teacher is absent from school as a result of personal injury caused by an assault, which the Workers' Compensation Commissioner has determined to have arisen out of and in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence without having such absence charged to his/her annual or accumulated sick leave. Any amount of salary payable pursuant to this section shall be reduced by the amount of any workers' compensation award for temporary disability due to the said assault injury for the period for which such salary is paid. The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his/her duties.

Article 21 <u>PERSONAL INJURY BENEFITS</u>

A. Whenever a teacher is absent from school as a result of personal injury caused by an accident which the Workers' Compensation Commissioner has determined to have arisen out of and in the course of his/her employment, he/she shall be paid his/her full salary (less the amount of any workers' compensation award made from temporary disability due to such injury) for the period of such absence up to one calendar year from the date

of the injury without having such absence charged to his/her annual or accumulated sick leave.

B. Whenever a teacher remains eligible to receive benefits under the Workers' Compensation laws after the provisions of Section A above have been exhausted, the teacher may elect, in addition to any Workers' Compensation award, to charge all or part of such absence to his sick leave credits in order to assure the teacher his/her full pay for the period of such absence, up to and including the current year's sick pay credit plus all accumulated sick leave.

Article 22 DISABILITY LEAVE FOR PREGNANT TEACHERS

- A. A teacher who becomes sick or disabled due to pregnancy or childbirth shall be entitled to a reasonable leave of absence for such disability. A teacher who becomes pregnant shall so notify the Superintendent, or his designee, at least one month prior to the expected date of commencement of such leave of absence. Such notice shall set forth the fact that leave will be requested and the time it is expected to commence and to terminate. A teacher on leave shall notify the Superintendent if her health situation requires a revision of the estimated termination date of the leave and shall respond to reasonable inquiries from the Superintendent concerning the estimated termination date. Leave shall begin when in the opinion of the teacher's doctor, she is no longer physically able to return to work. The teacher may opt to take Family and Medical Leave Act (FMLA) leave at the conclusion of her disability period.
- B. Regular sick days and accumulated sick leave shall be available for use during the period of temporary disability. If the disability continues after the teacher's accumulated sick leave is exhausted, she shall receive the difference between the actual cost of the substitute's pay and her regular salary (in no event shall such deduction exceed the teacher's contractual salary) up to a maximum of forty-five (45) days in any one school year beyond the cessation date of her accumulated sick leave. Said 45-day (forty-five) leave shall only be used if the teacher is disabled. If the disability continues beyond said forty-five (45) day period, the provisions of Section C of Article 29 of this Agreement shall apply.
- C. A teacher returning from such disability leave or leave without pay as outlined in Section F of this article shall be assigned to her former position at the beginning of the next school year or to an equivalent position if she returns at any time midway through a school year. Such assignment shall be made based on the educational requirements of the district in the judgment of the Superintendent.
- D. The Board may require an examination by a physician of its choice, if after consultation with the teacher's physician, such an examination is deemed necessary by the Board's physician in order to administer the leave policy set forth in this article.

- E. A teacher returning from disability leave or leave without pay as outlined in Section F of this article shall be placed on the next higher step on the salary schedule over that on which she was located at the time of commencing such leave provided that she shall have completed at least five (5) months' service in the school year immediately preceding absence for disability leave. Service of less than five (5) months of the school year either before or after disability leave shall not qualify for an added step on the salary schedule.
- F. Child Rearing Leave:
 - 1. A teacher shall be entitled to leave without pay for the balance of the school year (and the following school year in cases where leave begins after May 1st) or such shorter or longer periods of time as the teacher may request and the Board may grant for the purpose of caring for a newborn or newly adopted child.
 - 2. Teachers intending to terminate leave without pay at the beginning of the next school year shall notify the Superintendent in writing no later than February 1 of the year of intent to return.
- G. Teachers going on leave without pay are reminded that they may be credited with up to ten (10) months service toward retirement by paying the Retirement Association the required seven percent. Blue Cross and Blue Shield are transferable to the individual and such arrangements should be made by the teacher to insure continuity.

Article 23 SABBATICAL LEAVE

- A. On the recommendation of the Superintendent, the Board may permit members of the unit to take sabbatical leaves for the purpose of self-improvement and benefit of the school system.
- B. A maximum of three (3) members of the unit may be on sabbatical at any one time.
- C. A preliminary notice of intention to request a sabbatical leave for the ensuing year shall be filed with the Superintendent no later than February 1. Complete applications should be submitted sufficiently in advance to permit the Board a thirty (30) day period in which to study the proposed program prior to final approval.
- D. To be eligible for a sabbatical leave, a member of the unit must have been employed a minimum of seven (7) consecutive years in the Guilford School System.
- E. The sabbatical leave may be for a partial or a full academic year. The Board may allow any portion up to one hundred percent (100%) of the teacher's regular salary for the period covered by the leave.

- F. A member of the unit, as a condition of the acceptance of sabbatical leave, shall agree to return to his/her assignment in the Guilford Schools for a minimum of one (1) full school year immediately following such leave or to return upon completion of his/her leave all compensation received from Guilford while on leave.
- G. Upon his/her return, the member of the unit 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 time of the sabbatical leave, which time shall also be counted for determining continuity of service and seniority.
- H. A teacher applying for sabbatical leave shall include in such application any known source of income that shall accrue to the applicant as a direct result of the sabbatical leave planned program. The Board may in such case award said sabbatical leave so that the combined total of directly related sabbatical income and the sabbatical leave Board payments do not exceed 100% of the teacher's annual rate.
- I. In the event that such directly related income becomes available after the commencement of the leave, then the teacher shall reimburse the Board so that the combined total of sabbatical leave payment and directly related sabbatical income do not exceed 100% of the teacher's annual salary rate.

Article 24 POLITICAL LEAVE

Upon recommendation of the Superintendent and approval of the Board of Education a leave of absence without pay not to exceed four (4) years may be granted to any teacher for the purpose of campaigning for or serving in a public office.

Article 25 CONFERENCE LEAVE

- A. When it is evident that convention or conference attendance or the observation of an activity in another school building or school system will contribute to the effectiveness of the instructional program, the Superintendent may grant convention or conference leaves, or permission to observe an activity in another school building or school system to teachers without loss of pay.
- B. The Board shall endeavor to include an allowance for such activities in their annual budget. Principals shall include estimated requirements for their individual schools for this purpose at the time of budget preparation. Estimated needs shall be based on an evaluation with teachers as to anticipated requirements.

Article 26 ASSOCIATION LEAVE

- A. Association business normally shall be conducted so as not to interfere with regular teaching duties.
- B. In the event the Board and the Association hold negotiation meetings during normal working hours of a school day, not more than (10) representatives of the Association shall be relieved from all regular duties, without loss of pay, to participate in such negotiations.
- C. Principals may excuse teachers from their regular duties to participate in grievance meetings, provided the matter involved requires immediate attention and the meeting cannot be held during a free period or after school.

Article 27 EXCHANGE TEACHERS LEAVE

Upon request of the teacher and recommendation of the Superintendent, any teacher may exchange his/her teaching assignment with a teacher from some other school district in the United States or in a foreign country. All rights and privileges of the Guilford teacher shall continue in full force and effect during the exchange period unless waived by the Guilford teacher.

Article 28 MILITARY LEAVE

A teacher who is in the active reserve of any branch of the U.S. Military Service shall attempt to arrange required active duty training so as not to conflict with his teaching assignment. In the event that active reserve duty training is required to be taken during the regular school year, the teacher shall be authorized to be absent for such training and shall receive the difference between his teaching pay and military pay for a period of up to thirty (30) calendar days in any one school year. A teacher agrees not to request assignment to active duty during the school year in lieu of or in addition to assignment during non-school time. A certified copy of official orders to report for active duty during the school year shall be filed with the Superintendent at the earliest reasonable time after receipt of such orders.

Article 29 SICK LEAVE

A. Teachers shall be entitled to sick leave with full pay to fifteen (15) working days in each year. Unused sick leave shall be accumulated from year to year, so long as the teacher remains continuously in the service of the Board. This article shall be retroactive to include all certified employees under contract as of September 1970.

- B. For absence for sickness beyond granted leave, employees shall receive the difference between their substitute's lower pay and their regular salary up to a maximum of forty-five (45) days.
- C. The Board may grant sick leave in addition to accrued sick leave and upon the expiration of the substitute pay deduction period at the Board's discretion.

Article 30 OTHER LEAVE

A. <u>Temporary Leave</u>

- 1. All teachers shall be allowed three (3) temporary leave days with full pay for emergencies or activities that cannot be conducted outside the normal work day.
- 2. Such temporary leave days shall not be used to extend a vacation or holiday period, unless approval is granted by the Superintendent or his/her designee.
- 3. Any teacher who has three (3) temporary leave days remaining at the end of any work year shall carry over one (1) temporary leave day into the subsequent work year for a maximum of four (4) temporary leave days.
- 4. Under normal circumstances, notification of the need for a temporary leave shall be submitted to the building principal as least forty-eight (48) hours in advance of said leave.
- 5. Additional temporary leave days, beyond those listed in Section 1 above, may be taken from accumulated sick leave subject to the approval of the Superintendent or his/her designee to meet religious holidays of a faith in which the teacher is an active, practicing member.
- B. Bereavement Leave
 - 1. All teachers shall be allowed up to five (5) bereavement days per occurrence for a death in the immediate family. Immediate family shall be defined as spouse, partner, child, parent, sibling, grandparent, or other dependent residing in the same home as the teacher.
 - 2. All teachers shall be allowed one (1) bereavement day per year for the death of anybody not in the immediate family as defined above.
 - 3. The need for additional bereavement days shall be taken from accumulated sick leave subject to the approval of the Superintendent or his/her designee.
- C. <u>Extended Leaves</u>
 - 1. Other extended leaves, with or without salary, may be granted by the Board upon written application.
 - 2. A teacher returning from extended leave shall be placed on the next higher step on the salary schedule over that on which he/she was located at the period of last

employment, provided the teacher has completed at least five (5) months or ninety (90) days service in the last teaching year prior to the leave.

3. Before a teacher returns from an extended leave for medical reasons, he/she shall provide a certificate from his/her physician confirming the ability of the employee to return to work and to perform his/her duties. The certificate shall state whether there are any physical or other limitations which would prevent the teacher from performing his/her duties. In the event that the employee is unable to provide such a certificate, the Superintendent may require the employee to be examined by a physician appointed by the Board of Education regarding said certificate. The examination by a physician appointed by the Board of Education shall be at the Board's expense.

Article 31 ABSENTEE COVERAGE

- A. All reasonable effort shall be made to provide substitute teachers or proctors when a teacher is absent.
- B. <u>Reporting of Tardiness</u>

Teachers who, because of hazardous travel conditions or personal emergencies beyond their control, are unable to arrive at their daily assignment on time shall report their expected tardiness as early as possible to the building administrator and shall thereafter report to their assignment as soon as possible. The administration shall determine whether internal or external coverage of the tardy teacher's classroom assignment shall be arranged.

Article 32 JURY DUTY

- A. A teacher who receives a jury inquiry blank indicating that said teacher's name has been placed on a list of prospective jurors shall notify the Superintendent of said fact within three (3) days of receipt of said blank and shall cooperate with the Superintendent in requesting a deferment or exemption which would be in the best interest of the school system.
- B. A teacher selected for jury duty shall be given the necessary leave to enable the teacher to serve as a juror and such leave shall not be deducted from said teacher's sick leave.
- C. During the period of jury duty, the teacher shall continue to receive the full salary said teacher would otherwise be entitled to receive less all compensation paid to said teacher for jury services.

Article 33 DUES DEDUCTION

A. Conditions of Continued Employment

All teachers employed by the Guilford Board of Education shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal in amount to that portion of the Association dues which represents the cost of collective bargaining, contract administration and grievance adjustment.

B. <u>Deductions</u>

- 1. The Guilford Board of Education agrees to deduct from each teacher an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the deduction from each paycheck shall be equal to the total Association membership dues or service fee divided by the number of paychecks from and including the first paycheck in October through and including the last paycheck in June. The amount of Association membership dues and service fee shall be certified by the Association to the Board of Education prior to June 1 for the following school year.
- 2. Summer deductions for members of the unit or service fee payers can be made during July and August for the following school year's dues or service fee. A list of those teachers requesting summer deduction of dues or service fees shall be submitted to the Superintendent's office no later than June 1 preceding the summer deduction period.

C. Subsequent Employment

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

D. Forwarding Monies

The Board of Education agrees to forward to the Association each month a check for the amount of money deducted during that month. The Board shall include with such check a list of teachers for whom such deductions were made.

E. <u>Lists</u>

No later than the first paycheck in October of each school year, the Board of Education shall provide the Association with a list of all employees of the Board of Education and the positions held by said employees. The Board shall notify the Association monthly of any changes in said list.

- F. The singular reference to the "Association" herein shall be interpreted as referring to the Guilford Education Association, the Connecticut Education Association and the National Education Association.
- G. The balance of the annual dues or service fee shall be deducted from the final paycheck of any employee resigning his/her position, receiving a leave of absence or terminating his/her employment after the opening of school.
- H. The right to refund to employees monies deducted from their salaries under such authorization shall lie solely with the Association. The Association agrees to reimburse any employee for the amount of any dues or service fee deducted by the Board and paid to the Association, which deduction is made in error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deduction.
- I. The Association shall indemnify and save the Board and/or the Town harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this article.

Article 34 INSURANCE BENEFITS

- A. The Board agrees to provide the following insurance benefit for each eligible teacher:
 - 1. The Connecticut Blue Cross, Blue Shield Century Preferred provider plan reimbursing covered medical expenses in full subject to the following in-network co-payments:
 - \$200 co-payment for each hospital admission in 2014-2015; \$200 co-payment in 2015-2016 and \$250 co-payment in 2016-2017 and beyond
 - \$75 co-payment for each emergency room service in 2014-2015; \$75 co-payment in 2015-2016 and \$125 co-payment in 2016-2017 and beyond
 - \$100 co-payment for each out-patient surgical procedure in 2014-2015; \$100 co-payment in 2015-2016 and \$175 co-payment in 2016-2017 and beyond
 - \$200 co-payment for each admission for nervous/mental care or substance abuse care in 2014-2015; \$200 co-payment in 2015-2016 and \$250 co-payment in 2016-2017 and beyond
 - \$20 co-payment for each home and office visit with unlimited maximum in 2014-2015; \$20 co-payment in 2015-2016; \$25 co-payment in 2016-2017 and beyond. This co-payment is not applicable to vision and annual physical examinations.

The Century Preferred Plan will provide dependent coverage with the limiting age in accordance with the law.

The Century Preferred Plan will contain the following deductibles and co-insurances for services rendered by out-of-network providers:

<u>Calendar year deductible</u>: one person - \$200; two-person family - \$400; more than two-person family - \$500.

<u>Co-insurance</u>: Teacher to pay 20% on the first \$4,000 of covered charges for one insured person, \$8,000 for two persons, and \$10,000 for family.

<u>Out-of-pocket maximums</u>: \$1,000 for individual; \$2,000 for two persons; \$2,500 for family.

The Century Preferred Plan will provide a lifetime out-of-network maximum benefit of one million dollars per person; in-network benefits unlimited.

The Century Preferred Plan will contain a Managed Care Program with the following non-compliance reductions:

- Hospital reduction \$200
- Admitting physician reduction 25%
- Surgical reduction 25%
- 2. Prescription drug coverage under the Anthem public sector 3-tier prescription drug program with an unlimited annual maximum per year per person; \$5.00 co-payment for generic (tier 1 drugs); \$25.00 co-payment for listed brand-name (tier 2 drugs); and \$40.00 co-payment for non-listed brand-name (tier 3 drugs). The pharmacy dispensing maximum is the lesser of a 34 day supply or 100 unit doses. The co-payment for mail order drugs will be \$10.00 for generic (tier 1 drugs); \$50.00 for listed brand name (tier 2 drugs); and \$80.00 for non-listed brand name (tier 3 drugs). The dispensing maximum for the voluntary mail order program is a 100-day supply.
- 3. Life, Accidental Death and Dismemberment benefits of \$40,000.
- 4. Income Protection Plan on the 91st day of continuous disability consisting of a benefit of 66-2/3% of the teacher's salary with a maximum monthly benefit of \$1,000 to age 65.
- 5. (a) Co-pay Blue Cross Dental Plan.
 - (b) Co-pay Blue Cross Dental Plan Rider A, "Additional Basic Benefits".
- 6. Subscribing teachers shall be permitted to enroll dependent family members. Dependent and family members as used or referenced herein shall conform with the definitions of eligibility indicated by each insurance plan.

- 7. A copy of the group policy or certificate of such insurance shall be given to each teacher.
- B. 1. For 2014-2015, health insurance under the Century Preferred Provided plan will be provided on a 81%/19% premium sharing basis for individual, two-person, and family coverage with the Board of Education paying 81% and the teacher paying 19% of the cost of the premium by automatic payroll deduction.

For 2014-2015, insurance under Section A, paragraphs 3, 4 and 5 will be provided on a 82%/18% premium sharing basis for individual, two-person, and family coverage with the Board of Education paying 82% and the teacher paying 18% of the cost of the premium by automatic payroll deduction

The teacher will sign the necessary wage deduction authorization forms.

2. For 2015-16, health insurance under the Century Preferred Provided plan will be provided on a 80%/20% premium sharing basis for individual, two-person, and family coverage with the Board of Education paying 80% and the teacher paying 20% of the cost of the premium by automatic payroll deduction.

For 2015-2016, insurance under Section A, paragraphs 3, 4 and 5 will be provided on a 82%/18% premium sharing basis for individual, two-person, and family coverage with the Board of Education paying 82% and the teacher paying 18% of the cost of the premium by automatic payroll deduction.

The teacher will sign the necessary wage deduction authorization forms.

3. For 2016-2017, health insurance under the Century Preferred Provided plan will be provided on a 79.5%/20.5% premium sharing basis for individual, two-person, and family coverage with the Board of Education paying 79.5% and the teacher paying 20.5% of the cost of the premium by automatic payroll deduction.

For 2016-2017, insurance under Section A, paragraphs 3, 4 and 5 will be provided on a 82%/18% premium sharing basis for individual, two-person, and family coverage with the Board of Education paying 82% and the teacher paying 18% of the cost of the premium by automatic payroll deduction.

The teacher will sign the necessary wage deduction authorization forms.

C. The Board will endeavor to adopt an Internal Revenue Code Section 125 pre-tax premium conversion account for teachers so that health insurance contributions may be made from pre-tax dollars.

- D. Teachers shall be required to authorize participation or to submit a waiver of participation in all insurance plans offered to them under the provisions of this Article. Appropriate forms shall be provided by the Board of Education.
- E. For the purposes of this Article, a teacher is defined as any employee of the Board of Education certified for the position for which he or she is employed on a full or part-time basis, and who meets the eligibility requirements of the insurance plans involved.
- F. The Guilford Board of Education makes available insurance benefits as set forth in this Article. All insurances shall be provided in accordance with the terms of the respective insurance carriers. Disputes concerning an employee's eligibility or entitlement to the benefits contained therein are matters which are to be resolved between the employee and the insurance carriers. Such disputes shall not be subject to the grievance procedure contained in this Agreement.
- G. Anthem Century Preferred Comprehensive Plan Alternative
 - 1. Each teacher shall have the option of enrolling him/herself and eligible dependents in the Anthem Century Preferred Comprehensive preferred provider organization (PPO) plan in lieu of the Century Preferred Plan referenced in Section A of this Article.
 - 2. The Century Preferred Comprehensive Plan will contain the following deductibles and co-insurances for services rendered in-network and out-of-network:

Calendar year deductible:

one person	\$200
two-person family	\$400
more than two-person family	\$600

Co-insurance:

<u>In-network</u>: Teacher to pay 20% after the deductible has been met up to a maximum of \$1,000 for one (1) insured person, \$2,000 for two-person family and \$3,000 for more than two-person family.

<u>Out-of-network</u>: Teacher to pay 40% after the deductible has been met up to a maximum of \$1,000 for one (1) insured person, \$2,000 for two-person family and \$3,000 for more than two-person family.

The Century Preferred Comprehensive Plan will provide a lifetime out-of-network maximum benefit of One Million Dollars per person; in-network benefits are unlimited.

3. The health insurance under the Century Preferred Comprehensive Plan will be provided on a 93%/7% premium sharing basis for individual, two-person, and family coverage with the Board of Education paying 93% and the teacher paying 7% of the cost of the premium by automatic payroll deduction. The teacher will sign the necessary wage deduction authorization forms.

- H. In each case where the name of a particular company or a specific plan has been used in the Article, the intent is to indicate a general type of insurance and not to establish a relationship with on particular company or any specific plan. In each case, the Board is free to seek substantially comparable benefits with other companies. The Board will provide the Association thirty (30) days advanced written notification of intent to change insurance carriers.
- I. Notwithstanding the above, teachers may elect to waive all health and dental insurance (but not life or disability) coverage provided for under this Article 34, and in lieu thereof may receive an annual payment of \$2,000 (individual coverage); \$3,000 (two person); \$4,000 (family). Payment to those employees waiving such coverage shall be made in equal payments during the months of February and June. Notice of intention to waive insurance coverage must be sent to the Superintendent or his designee not less than thirty (30) calendar days prior to the publicized enrollment period cut-off date and may be subject to any regulations or restrictions which may be prescribed by the appropriate insurance carriers. Any teacher may elect to resume Board provided insurance coverage effective the next enrollment period, upon written notice to the Board of Education, and subject to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate carriers, provided, however that a teacher may in extraordinary circumstances, re-enter the medical plan during the year upon review by the Superintendent. Any payment received by the teacher in lieu of coverage will be discontinued and/or repaid to the Board. Extraordinary circumstances are those such as divorce, death, or loss of spousal employment which result in loss of the alternative insurance coverage because of which the teacher discontinued coverage with the Board, but shall not include illness or injury. This provision is not applicable to a person who, if health benefits were declined, otherwise would be covered under benefits provided to another person by the Town of Guilford. This waiver option is not available to retired teachers.

Article 35 RETIREMENT PAY

- A. Employees, hired on or before June 30, 1998, retiring from Guilford Schools under provisions of the State Teachers' Retirement Act and who have completed ten (10) years of service in the Guilford School System without a break of more than five (5) years immediately prior to retirement shall receive payment of one-half (1/2) of their accumulated sick leave, not to exceed seventy (70) days. Employees hired on or after July 1, 1998, shall have no entitlement to the retirement pay benefit of this paragraph.
- B. The Board shall implement and maintain a pre-tax Special Pay Retirement Plan in accordance with state and federal law from which the employee may use this severance benefit to pay for health insurance benefits after retirement. Such Plan shall consist of a post-retirement medical expense trust account and an IRC 403(b) in which the severance benefits shall be distributed as determined by the Board.

- C. Such supplementary retirement pay shall be computed at the employee's regular pay scale for the school year preceding retirement, and shall be paid in regular pay periods during the first two months of the employee's retirement, or commencing in January of the year following retirement at the employee's request.
- D. Employees, hired on or before June 30, 1998, voluntarily retiring during the school year, except for medical cause, shall not be eligible for retirement pay; however, such employees voluntarily retiring during the second semester of a school year who provide written notice to the Superintendent of such intention to retire which notice is provided prior to the start of the school year in which retirement occurs, shall be eligible for retirement pay.
- E. Teachers retiring from Guilford under provisions of the Teachers' Retirement Act may be continued in the Major Medical Insurance and Health Insurance Group plan of the Board of Education provided such continuance is authorized by the insuring company until eligibility for Medicare. A dependent of such retired teacher who was so listed prior to retirement may also be continued in the Major Medical and Health Insurance Group Plan provided such continuance is authorized by the insuring company. It is understood that the provisions of this paragraph are to be applied in a manner consistent with C.G.S. §10-183t.
- F. The premium for such coverages, less any state reimbursements, shall be borne by the retiring teacher by reimbursement of such cost to the Board of Education.
- G. The parties agree that the Superintendent or his or her designee shall, upon request of the Association, allow the Association to present a request for a retirement incentive plan, and consider such presentation. The parties agree that this presentation shall not be deemed to be negotiations and/or impact bargaining, shall not be subject to mediation, and shall not be subject to interest arbitration. If the Superintendent or his or her designee determines that the request is not in the Board's interest, the discussions with end.

Article 36 SCHEDULE OF PAYMENTS

- A. Paychecks will be paid on a biweekly basis for twelve months. This would result in twenty-six (26) payments, all equal, but with these exceptions:
 - 1. Two checks, during the school year, which will be larger because of the extra check in each of two (2) months.
 - 2. Checks for July and August will be larger since no retirement money is deducted.
- B. A teacher may have his summer pay in one lump sum payable on the last day of school provided the teacher has been certified as having completed his/her duties by his/her principal or supervisor. Income tax deductions shall be taken out as if the normal pay

schedule was in operation; form for such purpose shall be made available at individual schools to be completed by the teacher no later than April 15.

- C. In lieu of the payment schedules in A and B above, a teacher may be paid on a biweekly basis for ten (10) months provided the teacher has notified the Superintendent of Schools or his designee of this choice in writing on a form designated by the Superintendent of Schools or his designee, by August 1. This would result in twenty-two (22) payments, all equal, but with this exception:
 - 1. Two checks, during the school year, which will be larger because of the extra check in each of two (2) months.

Article 37 PLACEMENT ON SALARY SCHEDULE

A. All members of the unit shall, except as hereinafter provided, be placed on the appropriate step in the salary schedule in accordance with the following criteria.

Degree status as defined in Article 39:

- 1. (a) Full credit up to seven (7) years for previous teaching in public, private, and military dependency schools or colleges provided that such experience shall have been continuous for at least one-half of any school year and provided further that, if the teacher has not taught in the past three years prior to appointment, the total allowance for service will be restricted to the total experience of the past eight (8) years. Intermittent or short-term employment or substitute service which is less than one-half of a school year of continuous service, will not be credited as previous teaching experience.
 - (b) At the discretion of the Superintendent or his/her designee, additional credit may be given for teaching experiences in public, private and military dependency schools or colleges.
- 2. Credit for previous military service, Peace Corps, Vista or other experiences may, at the discretion of the Superintendent of Schools, be considered in determining placement on the salary schedule.

The step to which an individual is assigned at the time of hire will be equal to the experience as indicated in the table below.

2016-2017							
EXP	Schedule A	Schedule B	Schedule C				
	(bachelor)	(master)	(6 th year)				
0-1	Step 1	Step 1	Step 1				
2	Step 2	Step 2	Step 2				
3	Step 3	Step 3	Step 3				
4	Step 4	Step 4	Step 4				
5-6	Step5	Step5	Step5				
7-8	Step 6	Step 6	Step 6				
9-10	Step 7	Step 7	Step 7				
11	Step 8	Step 8	Step 8				
12	Step 9	Step 9	Step 9				
13-14	Step 10	Step 10	Step 10				
15	Step 11	Step 11	Step 11				
16-19	Step 12	Step 12	Step 12				
20	Step 13	Step 13	Step 13				
21+	Step 14	Step 14	Step 13				

Initial Employment Guilford Teacher's Salary Schedule 2016-2017

- B. Change in degree status shall be implemented according to the following procedure.
 - 1. Graduate degrees completed in summer school or during the school year and meeting the criteria of Article 39 will be credited as of September 1 and February 1.
 - 2. Placement due to change in degree status will be contingent upon the teacher submitting authorized proof that a degree was granted and/or a program completed.
 - 3. Such proof must be submitted by October 15 to take effect retroactively to September 1, and March 15 to take effect retroactively to February 1.
 - 4. Mid-year change in status shall be computed on the teacher's pro rata daily salary rates.
 - 5. In order to properly budget for such changes, placement due to change in degree status is contingent upon the teacher filing with the Superintendent a statement of expectation for earning of a degree and/or completion of a program no later than November 1 of the school year preceding the school year in which the change is to take place.

Article 38 ANNUITY PLAN

Teachers shall be eligible to participate in "tax sheltered" annuity plans, not to exceed 20 such plans, established pursuant to U.S. Public Law No. 87-300.

Article 39 SALARY SCHEDULE DEFINITIONS

A. The Salary Schedule listed in the Appendices of this Agreement shall be interpreted and applied in accordance with the following definitions:

Scale A

A Baccalaureate degree earned at an accredited college or university

Scale B

- 1. A Master's degree earned at an accredited college or university.
- 2. The completion of thirty (30) credits beyond the Baccalaureate degree in a planned program approved by an accredited college or university or in a planned program which has the prior approval of the Superintendent of Schools.

Scale C

- 1. A second Master's degree in a discipline other than the discipline in which the initial Master's degree was attained.
- 2. The completion of thirty (30) credits beyond the Master's degree in a planned program approved by an accredited college or university.
- 3. A Sixth Year certificate from an accredited college or university.
- 4. The completion of thirty (30) credits beyond a Master's degree in a planned program in technical courses which program has the prior written approval of the Superintendent of Schools.

Scale D-Earned Doctorate:

An earned doctorate from an accredited college or university shall receive a stipend of \$800 in addition to his/her placement on the Sixth-year schedule according to the provisions of this contract.

To qualify for advancement to Scales C or D, the degree, credits or certification must be in an educationally related discipline. Before commencing a program for advancement to Scales C or D, the teacher shall obtain the prior written approval of the Superintendent of Schools regarding the educational relatedness of the program. Teachers who have begun course work toward a program which would qualify for advancement to Scales C or D as of September 1, 1991 shall not be affected by the 1991-93 contract amendments to Levels C and D.

- B. No teacher who is presently employed in the Guilford Schools shall be moved to a lower schedule as a consequence of the redefinition of the salary schedules.
- C. Longevity Increment
 - 1. Each teacher upon completing the number of years of service in Guilford specified in the schedule below without a break of more than five (5) years shall receive an additional stipend in accordance with said schedule.

Longevity Schedule

Years	Total Annual Stipend
In Guilford Completed	Longevity Increment
15 – 19	\$450
20 +	\$650

2. Such stipends shall be payable with the first paycheck in December. Said stipend may be withheld for just cause. Notice of denial shall be in writing from the Superintendent or Assistant Superintendent on or before the November 1 preceding the pay period in which the stipend is due.

Article 40 COACHING AND CO-CURRICULAR SERVICE

All assignments to coaching and co-curricular positions shall be compensated at the rate stipulated in Appendices B1 and B2.

Article 41 TRAVEL REIMBURSEMENT

Teachers who use their own cars with prior approval on official school business will be reimbursed at the Internal Revenue Rate.

All claims for reimbursement shall be submitted to the Superintendent's office on forms provided by the Board, with claims to be validated by immediate supervisor no later than fourteen (14) days after the end of the month in which the expenses were incurred.

Article 42 PERSONAL FREEDOM

The participation or the failure of participation in any lawful and legal, religious or political action of any teacher (provided such activities do not take place during working hours) will not be grounds for any discipline or discrimination with respect to the professional employment of such a teacher.

Article 43 <u>SEVERABILITY</u>

In the event any provision of this agreement conflicts with the law under which this agreement is to be construed or if any such provision shall be deleted from the agreement and the agreement shall be construed to give effect to the remaining provision thereof.

Article 44 <u>NO STRIKE PROVISION</u>

The Association agrees that it shall not call, authorize, instigate, sanction or condone any strike, slowdown, work-stoppage or other concerted refusal to perform any assignment on the part of any employees during the period of this agreement or any extension thereof.

Article 45 PERSONNEL FILE

No material originating after original employment shall be placed in a teacher's personnel file unless the teacher has been notified and has had an opportunity to review the material. The teacher may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, and shall not necessarily mean agreement with the content of the material. In no case shall any anonymous complaint be placed in any teacher's file.

Article 46 JUST CAUSE

No teacher shall receive a written reprimand, be suspended without pay or reduced in compensation without just cause. The provisions of Connecticut General Statute §10-151 set forth the exclusive procedure for termination or non-renewal of employment contracts. A grievance challenging a written reprimand may only be pursued up to and through Level 3 of the grievance procedure, as set forth in Article 3 of this Agreement.

Article 47 SICK LEAVE BANK

A. **Purpose** – To provide for members who have exhausted sick leave due to a chronic illness, series of illnesses, or injury or serious illness, or combination of the above, additional sick days.

B. Membership

- 1. A teacher actively teaching who has a minimum accumulated sick leave as of September 1 of a school year equal to or greater than thirty (30) days.
- 2. A teacher who transfers three (3) days from accumulated sick leave to the Sick Leave Bank as of September 15, 1991.
- 3. A teacher who transfers two (2) days from accumulated sick leave to the Sick Leave Bank during any year the Bank goes below fifty (50) days.
- 4. A teacher who does not fulfill membership items 1 to 3 will lose all Sick Leave Bank benefits.
- 5. a. Any teacher eligible to participate who does not do so, and who thereafter chooses to participate, shall, upon entering the Sick Leave Bank, be obliged to contribute the number of days he/she would have contributed had he/she participated from the Sick Leave Bank inception.
 - b. Those teachers who qualify in the future for membership (1. above) will transfer three (3) days from their accumulated sick leave to the Sick Leave Bank as of September 15 in the year they qualify.
- 6. Any member who elects to withdraw from participation may do so at the beginning of any year by so notifying the "Bank" administrator prior to June 1st of the prior school year. Days contributed by such member remain assets of the Sick Leave Bank.
- 7. Applications for membership after September 15, 1991 will be accepted between September 1st and September 15th of any year.
- 8. The Sick Leave Bank shall not be used in conjunction with any other leave.
- 9. A teacher shall only be eligible to use the Sick Leave Bank after the exhaustion of his/her own accumulated sick leave and prior to becoming eligible for coverage under the Income Protection Plan outlined in Article 34 (Insurance Benefits).

C. **Procedures**

- 1. Any Sick Leave Bank participant in good standing, having exhausted or in the process of exhausting his/her available sick leave, may apply for additional leave from the Sick Leave Bank upon filing a disability form with the "Bank" administrator.
- 2. Any and all requests shall be reviewed by the "Committee" to ascertain fulfillment of all procedural requirements of an application as well as to determine whether the participant meets the criteria as generally set out in the purpose of the Sick Leave Bank.
- 3. Decisions of the "Committee" regarding the awarding of sick leave by the Bank and judgments as to whether requests fulfill the purpose of the Bank are final and not subject to the grievance procedure.
- 4. The "Committee" shall include the Superintendent of Schools or his/her designee and three participants appointed by the Guilford Education Association.
- 5. The "Administrator" shall be the Superintendent of Schools or his/her designee.
- 6. The returning teacher shall be required to recontribute upon accumulation of thirty (30) sick days. Such contribution shall be three (3) days per year until fifty percent (50%) of the days used from the Sick Leave Bank have been restored to the Bank. Such contribution shall continue beyond withdrawal from participation until the requirements of this section are met, as long as employed by the Board of Education.

Article 48

NATIONAL BOARD OF PROFESSIONAL TEACHING STANDARDS (NBPTS)

- A. The Board and the Association believe in the value and importance of professional growth and development for teachers as essential in helping students achieve high standards. The Board and the Association recognize the National Board of Professional Teaching Standards (NBPTS) certification process as a highly effective means for teachers to engage in this essential professional development.
- B. Any teacher who provides evidence of acquiring NBPTS certification to the Superintendent shall be reimbursed the application fee, any necessary travel expenses, and the costs of materials required for achieving such certification. The Board shall budget \$10,000.00 annually to pay for said reimbursement.
- C. Additionally, the Board shall pay an annual stipend of \$1,000.00 to any teacher who is certified by the NBPTS.

Article 49 CLASSROOM TEACHING BY FULL-TIME ADMINISTRATORS

As new plans are proposed with regard to class schedules and attempts are made to improve school environments the possibility exists where administrators may take on classroom teaching responsibilities. In no case should the use of administrators as classroom teachers be viewed as an attempt to reduce teaching periods for an existing employee. The possibility does exist for a classroom teacher to be relieved from a teaching period to pursue some other professional activity for a designated period of time while an administrator takes on the teaching of that teacher's class on a limited basis.

The professional development activity should be of direct benefit to the District and classroom instruction. Teacher pay would not be affected if such a scenario were to occur. In such cases, a memorandum of understanding shall be signed by all parties involved. In the case of administrators teaching a class that is not assigned to a current employee, the Association will be informed of the intent. In no event should the above language be construed as a past practice or as a waiver of the Association's right to bargain over the issue of subcontracting bargaining unit work.

ARTICLE 50 LEADERSHIP DEVELOPMENT

Commencing in the 2014-2015 school year, the Board and the Association shall participate in a committee to explore and make recommendations to the Board and Association regarding a Guilford Public Schools leadership academy or residency.

Article 51 DURATION AND TERMS OF AGREEMENT

The provisions of this agreement shall be effective as of September 1, 2014 and shall continue and remain in full force and effect through and including August 31, 2017.

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

GUILFORD BOARD OF EDUCATION GUILFORD EDUCATION ASSOCIATION

12/13 Date_ $\left| \right|$

By

11.12.13 Date

		Scale A	Scale B	Scale C		
Scale	es A & B	(Bachelors)	(Masters)	(6th Year)	Scale C	r /
Exp.	Level/step				Level/step	Exp.
0	A	44,686	45,837	49,124	A	0
1	В	46,659	48,433	52,743	В	1
2	С	47,811	50,087	54,717	С	2
3-4	D	50,111	52,738	59,485	D	3-4
5-6	Е	51,592	54,508	62,279	Е	5-6
7-8	F	53,073	56,527	65,404	F	7-8
9	G	54,551	59,766	69,842	G	9
10	Η	57,017	62,410	73,461	Η	10
11-12	Ι	58,332	64,024	75,271	Ι	11-12
13	J	59,647	65,635	77,081	J	13
14-17	K	62,279	68,859	79,287	K	14-17
		64,590	71,691	81,494		
18	L	66,901	74,523	85,729	L	18+
19+	Μ	71,372	80,020			

Appendix A-1 2014-15 Teacher Salary Scale

Teachers will be placed on the salary schedule level in accordance with years of experience.

NOTES:

- 1. Scale D Earned Doctorate: An earned doctorate from an accredited college or university shall receive a stipend of \$800 in addition to their placement on the sixth year schedule according to the provisions of the agreement.
- 2. Withholding of Increase: The Board shall have the option to withhold all increases in compensation from the salary of a returning teacher whose performance is in need of improvement. A teacher shall be notified in writing of intent to withhold prior to February 1. Upon request of the teacher, a special observation by the Superintendent will be made. Such request for an observation shall be made in writing prior to February 15. This provision shall be subject to the "Just Cause" article.

		Scale A	Scale B	Scale C		
Scale	es A & B	(Bachelors)	(Masters)	(6th Year)	Scale C	
Exp.	Level/step				Level/step	Exp.
0	А	44,909	46,066	49,370	А	0
1	В	46,893	48,675	53,006	В	1
2	С	48,050	50,337	54,990	С	2
3	D	50,362	53,002	59,782	D	3
4-5	E	51,850	54,781	62,590	E	4-5
6-7	F	53,338	56,810	65,731	F	6-7
8-9	G	54,823	60,065	70,192	G	8-9
10	Η	57,302	62,722	73,829	Η	10
11	Ι	58,624	64,344	75,648	Ι	11
12-13	J	59,945	65,963	77,466	J	12-13
14	K	62,590	69,203	79,684	K	14
15-18	L	64,913	72,049	81,902	L	15-18
		67,235	74,896	87,015	Μ	19+
19+	М	72,442	81,221			

Appendix A-2 2015-16 Teacher Salary Scale

Teachers will be placed on the salary schedule level in accordance with years of experience.

NOTES:

- 1. Scale D Earned Doctorate: An earned doctorate from an accredited college or university shall receive a stipend of \$800 in addition to their placement on the sixth year schedule according to the provisions of the agreement.
- 2. Withholding of Increase: The Board shall have the option to withhold all increases in compensation from the salary of a returning teacher whose performance is in need of improvement. A teacher shall be notified in writing of intent to withhold prior to February 1. Upon request of the teacher, a special observation by the Superintendent will be made. Such request for an observation shall be made in writing prior to February 15. This provision shall be subject to the "Just Cause" article.

Scale A & B	Scale A (Bachelors)	Scale B (Masters)	Scale C (6th Year)	Scale C
Scale A & B		·····		Scale C
1	45,000	48,000	52,500	1
2	47,100	51,000	55,500	2
3	49,200	54,000	58,500	3
4	51,300	56,750	61,500	4
5	53,100	59,500	64,500	5
6	55,600	62,250	68,000	6
7	58,100	65,000	71,500	7
8	60,100	67,000	75,250	8
9	61,900	69,000	77,750	9
10	64,000	71,500	80,250	10
11	66,100	74,000	82,500	11
12	68,200	76,750	84,750	12
13	70,700	79,500	88,200	13
14	73,200	82,250		

Appendix A-3 2016-17 Teacher Salary Scale

NOTES:

- 1. Scale D Earned Doctorate: An earned doctorate from an accredited college or university shall receive a stipend of \$800 in addition to their placement on the sixth year schedule according to the provisions of the agreement.
- 2. Withholding of Increase: The Board shall have the option to withhold all increases in compensation from the salary of a returning teacher whose performance is in need of improvement. A teacher shall be notified in writing of intent to withhold prior to February 1. Upon request of the teacher, a special observation by the Superintendent will be made. Such request for an observation shall be made in writing prior to February 15. This provision shall be subject to the "Just Cause" article.

Teachers will be placed on the salary schedule step in accordance with the transition guide below.

SCA	LE A	SCA	LE B	SCA	LE C
2015-16	2016-17	2015-16	2016-17	2015-16	2016-17
A/A	1	B/A	1	C/A	1
A/B	2	B/B	2	C/B	2
A/C	3	B/C	2	C/C	3
A/D	4	B/D	3	C/D	4
A/E	5	B/E	4	C/E	5
A/F	6	B/F	5	C/F	6
A/G	6	B/G	6	C/G	8
A/H	7	B/H	7	C/H	9
A/I	8	B/I	8	C/I	9
A/J	9	B/J	9	C/J	10
A/K	10	B/K	10	C/K	11
A/L	11	B/L	11	C/L	12
A/M	14	B/M	14	C/M	13

SALARY SCALE TRANSITION GUIDE

Stipends for Appendices B-1, B-2, B-3 are calculated based on 3.00%, 3.00% and 3.00% general wages increases over the preceding year.

Commencing in the 2014-2015 school year, the Board and the Association shall participate in a committee to study, evaluate, and make recommendations to the Board and the Association regarding Appendices B-1, B-2, and B-3. Such recommendations shall be made prior to June 1, 2015.

Appendix B-1 Extra Pay For Extra Work						
Head Coaches	2013-14	2014-15	2015-16	2016-17		
Baseball	4,754	4,897	5,044	5,195		
Basketball	6,046	6,227	6,414	6,606		
Cross Country	4,754	4,897	5,044	5,195		
Field Hockey	4,754	4,897	5,044	5,195		
Fencing	6,046	6,227	6,414	6,606		
Football	6,904	7,111	7,324	7,544		
Golf	4,754	4,897	5,044	5,195		
Hockey-Boys	6,046	6,227	6,414	6,606		
Hockey-Girls	6,046	6,227	6,414	6,606		
Soccer	4,754	4,897	5,044	5,195		
Softball	4,754	4,897	5,044	5,195		
Spring Track	4,754	4,897	5,044	5,195		
Tennis	4,754	4,897	5,044	5,195		
Volleyball	4,754	4,897	5,044	5,195		
Winter Track	6,046	6,227	6,414	6,606		
Wrestling	6,046	6,227	6,414	6,606		
Lacrosse	4,754	4,897	5,044	5,195		
Skiing	4,754	4,897	5,044	5,195		
Cheerleading-Fall	2,807	2,891	2,978	3,067		
Cheerleading-Winter	2,807	2,891	2,978	3,067		
Assistant Coaches						
Baseball	2,807	2,891	2,978	3,067		
Basketball	3,891	4,008	4,128	4,252		
Fencing	3,891	4,008	4,128	4,252		
Field Hockey	2,807	2,891	2,978	3,067		
Football	3,891	4,008	4,128	4,252		
Hockey	3,891	4,008	4,128	4,252		
Soccer	2,807	2,891	2,978	3,067		
Softball	2,807	2,891	2,978	3,067		
Spring Track	2,807	2,891	2,978	3,067		
Volleyball	2,807	2,891	2,978	3,067		
Winter Track	3,891	4,008	4,128	4,252		
Wrestling	3,891	4,008	4,128	4,252		
Cross Country	2,807	2,891	2,978	3,067		
Lacrosse	2,807	2,891	2,978	3,067		
Skiing	2,807	2,891	2,978	3,067		

Appendix B-1 Extra Pay for Extra Work *(Continued)*

Head Coaches Middle Schools	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
Baseball	2,807	2,891	2,978	3,067
Basketball	3,245	3,342	3,442	3,545
Soccer	2,807	2,891	2,978	3,067
Field Hockey	2,807	2,891	2,978	3,067
Football	2,807	2,891	2,978	3,067
Track	2,807	2,891	2,978	3,067
Wrestling	3,245	3,342	3,442	3,545
Cross Country	2,807	2,891	2,978	3,067
Cheerleading	1,684	1,735	1,787	1,841
Middle School Assistants				
Basketball	2,090	2,153	2,218	2,285
Wrestling	2,090	2,153	2,218	2,285
Baseball	1,684	1,735	1,787	1,841
Cross Country	1,684	1,735	1,787	1,841
Field Hockey	1,684	1,735	1,787	1,841
Soccer	1,684	1,735	1,787	1,841
Softball	1,684	1,735	1,787	1,841
Track	2,090	2,153	2,218	2,285

Appendix B-2 Extra Pay for Extra Work (Co-Curricular)

High School	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
Drama Coordinator	5,905	6,082	6,264	6,452
Fall Play Director	1,969	2,028	2,089	2,152
Musical/Stage Director	2,810	2,894	2,981	3,070
Musical/Technical Director	1,969	2,028	2,089	2,152
Musical/Music Director	1,969	2,028	2,089	2,152
Newspaper	1,969	2,028	2,089	2,152
Student Senate	1,969	2,028	2,089	2,152
Yearbook	5,905	6,082	6,264	6,452
Senior Class Advisors (2)	2,239	2,306	2,375	2,446
Junior Class Advisors (2)	1,586	1,634	1,683	1,733
Sophomore Class Advisors (2)	983	1,012	1,042	1,073
Freshman Class Advisors (2)	983	1,012	1,042	1,073
Marching Band	2,033	2,094	2,157	2,222
Percussion	2,033	2,094	2,157	2,222
Jazz Ensemble	3,383	3,484	3,589	3,697
Wind Ensemble	3,383	3,484	3,589	3,697
Voices	3,383	3,484	3,589	3,697
National Honor Society	1,702	1,753	1,806	1,860
World Language Societies (3)	1,315	1,354	1,395	1,437
Literary Magazine	1,702	1,753	1,806	1,860
Math League	1,315	1,354	1,395	1,437
Interact Club Advisor	1,315	1,354	1,395	1,437
Business Club	1,315	1,354	1,395	1,437
Debate Club	1,315	1,354	1,395	1,437
Environmental Action Team	1,315	1,354	1,395	1,437
Unity Club	1,315	1,354	1,395	1,437
Best Buddies	1,315	1,354	1,395	1,437
Sci-Fi Club	1,315	1,354	1,395	1,437
C.A.R.E.	1,315	1,354	1,395	1,437
Science Club (J.E.T.S.)	1,315	1,354	1,395	1,437
Science Club (Phenomenology)	1,315	1,354	1,395	1,437
Robotics	1,315	1,354	1,395	1,437
Anime	1,315	1,354	1,395	1,437
Crew	1,315	1,354	1,395	1,437

Appendix B-2 Extra Pay for Extra Work (Co-Curricular) (continued)

Middle Schools	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
Dramatics	1,360	1,401	1,443	1,486
Yearbook	1,237	1,274	1,312	1,351
Newspaper	1,237	1,274	1,312	1,351
Student Council	1,642	1,691	1,742	1,794
Cheerleading	1,237	1,274	1,312	1,351
Instr. Music Ensemble/Jazz ***	3,383	3,484	3,589	3,697
Instr. Music				
Ensemble/Orchestra ***	3,383	3,484	3,589	3,697
Vocal Music Ensemble ***	3,383	3,484	3,589	3,697
Instrumental Music **	2,033	2,094	2,157	2,222
National Jr. Honor Society	1,237	1,274	1,312	1,351
Peer Helpers	1,642	1,691	1,742	1,794
Color Guard	656	676	696	717
Math Counts	1,237	1,274	1,312	1,351
Computer Club	1,237	1,274	1,312	1,351
Do Something Community				
Coach	1,237	1,274	1,312	1,351
Mock Trial	1,237	1,274	1,312	1,351
Elysium Magazine	1,237	1,274	1,312	1,351
Anime	1,237	1,274	1,312	1,351
Young Artisans	1,237	1,274	1,312	1,351
Others Elementary (K-4) Equip. Organizer ** Homebound Instructor (hourly) Summer School Teacher (hourly) Intramurals Teacher (hourly) Director of Athletics or	495 36.54 41.00 18.07 118	510 37.64 42.23 18.61 122	525 38.77 43.50 19.17 126	541 39.93 44.81 19.75 130
Designee for site supervision, High School				

**Grandfathered for those holding the position during the 2001-02 School Year.

***Meets with (a) performing group(s) on a regular weekly rehearsal schedule, before or after regular school hours, for the entire year.

Appendix B-3 Differential Pay

A. The following flat payments will be made for service in the areas noted:

	2013-14	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
* Teachers of Mentally	902	929	957	986
Handicapped				
* Social Workers	902	929	957	986
* Psychological Examiners	902	929	957	986
Curriculum Facilitator:				
Elementary	1,853	1,909	1,966	2,025
Grades 5-6	926	954	983	1,012
Instructional Leaders	2,400	2,472	2,546	2,622
GHS Capstone Project				
Coordinator	5,000	5,150	5,305	5,464
Grade 7-12 Student Success				
Plan Coordinator	5,000	5,150	5,305	5,464
GHS Advisory Program				
Coordinator	5,000	5,150	5,305	5,464

*Stipend to be paid only to those employees on staff during the 1985-86 year. Newly hired staff in these positions shall not receive the stipend.

These stipends are to cover added responsibilities such as attendance at PPT and staff meetings in excess of those mandated by Article 7, Section B.

B. Guidance Counselors

The stipend for additional days shall be determined on a per diem basis. Said stipend shall be computed by dividing the counselor's salary by 185 and multiplying by 10 days.

These stipends are to cover ten (10) additional days of work in excess of those mandated by Article 16, Section A.

C. Department Chairpersons and Department Coordinators

Department Chairpersons and Department Coordinators will be paid at their per diem rate of pay for up to ten (10) days beyond the teacher work year as mutually agreed upon by the teacher and the Principal subject to the approval of the Superintendent.

Department Chairpersons shall have .4 release time to perform the responsibilities associated with said positions.

Department Coordinators shall have .2 release time to perform the responsibilities associated with said positions.

Appendix B-3 Differential Pay *(Continued)*

Mana than 25 too show in	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
More than 25 teachers in department and three or more buildings.	8,280	8,528	8,784	9,048
7.0-24.9 teachers in department and three or more buildings	6,921	7,129	7,343	7,563
7.0-24.9 teachers in department and fewer than three buildings	5,273	5,431	5,594	5,762
1.0-6.9 teachers in departments Department Coordinators	4,971 2,400	5,120 2,472	5,274 2,546	5,432 2,622

D. Instructional Coaches and Subject Area Specialists

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
Instructional Coaches	10,000	10,300	10,609	10,927
Subject Area Specialists	10,000	10,300	10,609	10,927