

# **A G R E E M E N T**

**BETWEEN**

**KILLINGLY BOARD OF EDUCATION**

**AND**

**KILLINGLY EDUCATION ASSOCIATION**

**July 1, 2014 -- June 30, 2017**

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## **AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS FIRST DAY OF JULY, 2014, by and between the **KILLINGLY BOARD OF EDUCATION** (hereinafter referred to as the "Board") and the **KILLINGLY EDUCATION ASSOCIATION** (hereinafter referred to as the "Association"), affiliated with the Connecticut Education Association and the National Education Association.

### **ARTICLE 1** **PREAMBLE**

- 1.1 This Agreement is negotiated under §10-153b through §10-153f of the General Statutes of the State of Connecticut, as amended in order (a) to fix for its term the salaries and all other conditions of employment provided herein, and (b) to encourage and abet effective and harmonious working relationships between the Board and the professional staff in order that the cause of public education may be served.
- 1.2 It is recognized that the Killingly Board of Education has and will continue to retain, whether exercised or not, all statutory rights, responsibilities and prerogatives to direct the operation of the public schools in the Town of Killingly in all its aspects, including but not limited to the following: to select, hire, employ, assign and transfer teachers, including the right to prescribe rules and regulations for the maintenance of discipline and for the performance of work; those power and duties specified in Connecticut General Statutes §10-220 through §10-222 inclusive; to decide the need for school facilities, programs and personnel; and to suspend or dismiss teachers in accordance with Connecticut General Statutes §10-151. Nothing herein shall be construed to waive the Association's right to demand bargaining over charges in mandatory subjects of bargaining. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, however, they shall not be exercised in any manner inconsistent with or in violation of specific terms and provisions of this Agreement or state law.

### **ARTICLE 2** **JUST CAUSE**

- 2.1 Disciplinary actions other than those subject to review under General Statutes §10-151 shall be for just cause. The parties agree that evaluations are not disciplinary.

### **ARTICLE 3** **DURATION OF AGREEMENT**

- 3.1 The provisions of this Agreement shall be effective as of July 1, 2014 and shall continue in full force and effect, to and including June 30, 2017.

**ARTICLE 4**  
**RECOGNITION CLAUSE**

- 4.1 The Board recognizes the Association as the exclusive representative, pursuant to Section 10-153b through 10-153f of the Connecticut General Statutes, as amended, of all those certified professional employees of the Board of Education in positions requiring a teaching certificate, other certificate, and/or a durational shortage area permit, and who are not included in the administrators' unit or excluded from the purview of Section 10-153a to 10-153g.

**ARTICLE 5**  
**AMENDMENT**

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

**ARTICLE 6**  
**GRIEVANCE PROCEDURE**

6.1 Definitions

6.1.1 Grievance

A grievance shall mean a claim by an employee or employees covered by this Agreement that there has been a personal loss or injury because of violation, misinterpretation, or misapplication of the terms of this Agreement.

- a. It is understood and agreed that handbooks, Board Policy manuals, or excerpts hereof are not, nor can they, be construed to be part of the terms of this Agreement.
- b. It is understood that any employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- c. Nothing herein shall be construed as limiting the right of either party to seek judicial intervention, prior to an arbitration hearing, with regard to questions concerning the arbitrability of a dispute.
- d. Days will mean school days during the teacher work year. After the last teacher work day, and prior to the first teacher work day of the following year, days shall mean business days on which the Board's central office is open.

6.1.2 Principal -- Shall mean any person designated by the Board of Education as its agent

responsible for the management of a school building or any person temporarily assigned such function by the Superintendent of Schools.

6.2 Any aggrieved person may be represented at Levels 1 through 3 of the grievance procedure by himself/herself, or at his/her option, by the Association.

6.3 Procedure

6.3.1 Grievances must be filed in writing within thirty (30) days after the grievant knew or should have known of the act or conditions on which the grievance is based, otherwise, the grievance shall be considered to have been waived. In the event the act or condition on which the grievance is based occurs after the last teacher work day of the work year, and prior to the first work day in the following work year, the thirty (30) day limitation shall take effect beginning on the first day of school of the subsequent academic year.

6.3.2 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 nature and extent of the injury or loss;
- d. A statement of the provision(s) of the contract allegedly misinterpreted, violated, or misapplied;
- e. The result of previous discussions or decisions, if any;
- f. The grievant's dissatisfaction with decisions previously rendered;
- g. Remedy requested.

6.3.3 Failure to provide the information required in this section shall be deemed by the parties to be a withdrawal of the grievance.

6.3.4 Level 1 -- Principal

If a teacher feels that he/she may have a grievance, he/she may first discuss the matter with his/her principal or other appropriate administrator in an effort to resolve the problem informally. If the grievant is still not satisfied with the disposition of the matter, he/she shall reduce the grievance to writing, and submit it to the principal. The principal shall, within five (5) days of the filing of the grievance in writing, give a written answer to the grievant with a copy to the Association.

6.3.5 Level 2 -- Superintendent of Schools

- a. If the grievant is not satisfied with the disposition of the grievance at Level 1 or if no decision is rendered within five (5) days of the filing at Level 1, the grievant

shall within five (5) days of the decision or the expiration of the time limit for rendering a decision (whichever is sooner), file the written grievance with the Superintendent of Schools.

- b. The Superintendent shall, within ten (10) days after receipt of the grievance, meet with the grievant for the purpose of resolving the grievance.
- c. The Superintendent shall, within five (5) days after the meeting, render his/her decision and reasons in writing to the grievant with a copy to the Association and the grievant's principal.

6.3.6 Level 3 -- Board of Education

- a. If the grievant is not satisfied with the disposition of the grievance at Level 2 or if no decision is rendered within five (5) days after such meeting a Level 2, the grievant shall within five (5) days after the decision or the expiration of the time limit for rendering a decision (whichever is sooner), file the written grievance with the Board of Education, with a copy to the Superintendent of Schools. The Superintendent shall forward all documents related to the grievance to the Board of Education.
- b. At the Association's request, the Board of Education or a committee thereof shall schedule a meeting to consider the grievance; the meeting shall be scheduled within ten (10) school days of the receipt of the written grievance.
- c. The Board shall, within ten (10) school days of the meeting, render its decision in writing to the grievant, with a copy to the Association.

6.3.7 Level 4 -- Arbitration

- a. If the decision of the Board does not resolve the grievance then the grievant may submit the grievance to the Association or a committee thereof for the purpose of determining whether the grievance should be submitted to arbitration.
- b. In the event the Association or a committee thereof determines that the matter should be submitted to arbitration, it shall advise the Board of Education of this determination, in writing, within twenty (20) school days of receipt of the Board's decision or the expiration of the time limit for rendering a decision (whichever is sooner). The Board's decision shall be final and binding on grievances concerning:
  - (1) Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or
  - (2) A complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure either is not possible or not required; or



(3) Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone.

- c. **Procedure for Securing Arbitrator** -- The following procedures shall be used to secure the services of an Arbitrator:

Within five (5) days after the Association's submission of a grievance to arbitration, the representatives of the Board and the Association shall attempt to agree upon and select an Arbitrator. If the parties cannot agree upon an Arbitrator, the grievance shall be submitted to the American Dispute Resolution Center, Inc. (ADRC) by the Association, by filing a demand for arbitration under the rules and regulations of the ADRC. The arbitration shall be conducted in accordance with such rules and regulations.

- d. **Limitation and Recommendation of Arbitrator**

The Arbitrator shall be limited to the issues submitted to the Arbitrator and shall consider nothing else. The Arbitrator can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the Arbitrator shall be binding, except as otherwise provided by law.

- e. **Cost of Arbitration**

The cost for the services of the Arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

#### 6.4 Miscellaneous

6.4.1 A grievance which arises out of action or inaction of the Board or the Superintendent may be initiated at Level 2.

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

6.4.3 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed a waiver of further appeal of the decision.

## **ARTICLE 7** **TEACHER SALARIES**

7.1 The salaries of all teachers covered by this Agreement are set forth in Appendices A and B, which are attached hereto and made part thereof.

## **ARTICLE 8**

### **DEGREE DEFINITIONS**

#### **8.1** Definition of Degrees

**8.1.1** The salary schedule lists in Appendix A of this Agreement shall be interpreted and applied in accordance with the following definitions:

a. Bachelor

A Baccalaureate Degree earned in an accredited college or university.

b. Bachelor Plus 30

Thirty (30) hours beyond the Bachelor in a planned program approved by an accredited college or university.

c. Master's

A Master's degree earned in an accredited college or university. Teachers on staff prior to June 30, 1989, who have completed a Bachelor's Degree plus thirty (30) hours by September 1, 1989, shall be appropriately placed on the Master's level of the salary schedule.

d. Sixth Year

(1) A possessor of a Sixth Year Certificate of advanced graduate specialty or a second Master's Degree from an accredited college or university. The approval of the program by the Superintendent of Schools must be obtained in writing prior to matriculation into a second Master's Degree program. This decision shall be rendered within thirty (30) days of the written request. To qualify for advancement to the Sixth Year level of the salary schedule, the second Master's Degree or Sixth Year Certificate must be earned in an educationally related field. A teacher who earns a Sixth Year Certificate which does not qualify for advancement to the Sixth Year level of the salary schedule shall receive an annual stipend of three hundred dollars (\$300).

(2) Any speech and language pathologist who earns a Master's Degree requiring the completion of at least fifty-two (52) credits shall be placed on the Sixth Year degree track of the salary schedule. This provision shall apply to any speech and language pathologist employed by the Board during the 2007-08 school year and/or any subsequent year, regardless of the date that the Master's Degree was earned. However, this provision shall be applied prospectively only, beginning with the 2007-08 school year.

e. Doctorate

Should a certificated employee earn a doctorate in an educationally related field or

should a candidate possessing such a doctorate be employed, such person shall automatically be placed on the appropriate step of the Sixth Year level of the salary schedule and shall receive an additional one thousand dollars (\$1,000) stipend each year over and above his/her salary.

## 8.2 Initial Salary Schedule Placement

### 8.2.1 Initial Step Placement on the Salary Schedule

- a. The Superintendent, at his discretion and following documentation of the teacher's credentials, shall place said teacher on the appropriate salary step:
  - (1) Degree status as defined.
  - (2) At the discretion of the Superintendent, credit for previous satisfactory teaching experience in public or private schools will be given. Previous full-time professional experience may be credited for work as a social worker, psychologist, speech therapist, counselor, registered nurse on a year-for-year basis provided the teaching position for which such a person is hired is directly related to the area of past professional experience.
  - (3) Credit for non-teaching employment experiences that are, in the Superintendent's judgment, directly related to the teaching position for which the person is hired, may be granted by the superintendent. Such credit shall be on a year-for-year basis or less.
  - (4) Credit for satisfactory active service in the armed forces of the United States to a maximum of three (3) years or as may be stated in the General Statutes of Connecticut.
- b. Newly appointed teachers shall initially not be placed at a higher salary step as current staff members with the same years of experience.

## 8.3 Salary Schedule Advancement

### 8.3.1 Documentation and Advancement

- a. A new and/or experienced teacher desiring correct step placement on the salary schedule must adhere to the following regulations before the correct professional level/step placement can be affected:
  - (1) An official transcript from a recognized institution of learning must be submitted to the Superintendent prior to September 1 of the year in which the step or degree status of the individual is to be reviewed and implemented. If an official transcript from the recognized institution of learning is unavailable prior to September 1<sup>st</sup>, the Board will accept a letter

from the recognized institution prior to September 1<sup>st</sup>, verifying that the teacher has completed all requirements for the conferral of the relevant degree, subject to the following conditions:

- (a) The teacher must submit the official transcript prior to December 1<sup>st</sup>; and
  - (b) If the teacher fails to submit the official transcript prior to December 1<sup>st</sup>, the teacher shall be required to reimburse the Board for any salary payments processed prior to December 1<sup>st</sup> based on the Board's anticipated receipt of such transcript.
- (2) Teachers anticipating a degree change within a given year shall give written notification to the Superintendent of said change by January 31. The Superintendent will post notification of this requirement in each school, and/or transmit such notification to all teachers electronically through the district's e-mail system, no later than December 31.
  - (3) File with the Superintendent a statement from the college or university that all necessary work for the degree is completed and that the teacher is eligible for the diploma.
- b. Record a copy of the diploma with the Superintendent once it is received.

## ARTICLE 9 SICK LEAVE

- 9.1 Teachers shall be entitled to sick leave with full pay up to fifteen (15) working days in each year. Unused sick leave may be accumulated to a maximum of one hundred and seventy (170) days. Sick days may be taken only in full-day or half-day increments.
- 9.2 Acceptable medical evidence may be requested by the Superintendent after three (3) consecutive school days absence for any of the following causes:
- 9.2.1 Personal illness.
  - 9.2.2 Exposure to contagious disease which may endanger the health of pupils or other personnel.
  - 9.2.3 However, the Superintendent may request medical evidence for frequent or unusual patterns of absence.
  - 9.2.4 In the event a teacher has been advised by a physician that a medical condition exists that will result in the teacher's being absent for two (2) or more weeks, the teacher shall provide a physician's statement indicating the anticipated duration of the absence.

9.3 A statement of accumulated days of sick leave and days accumulated toward a retirement bonus will be given to each teacher in September of each year.

9.4 Family Illness

Each teacher shall be entitled to use five (5) sick days, of the annual fifteen (15) days of sick leave, with full pay for family illness. Family shall be defined as spouse, parent or child. In addition, a teacher may use up to thirty (30) days of accumulated sick leave in the event of a family illness for which the teacher is eligible for leave under the federal Family and Medical Leave Act.

**ARTICLE 10**  
**TEMPORARY DISABILITY LEAVE**

10.1 Temporary disability leave may be granted by the Board of Education upon written request by a teacher. Upon request, the teacher shall provide a physician's statement indicating the nature of the disability and certifying that the teacher is unable to perform his/her employment duties. The statement shall set forth the anticipated duration of the disability period. The Superintendent of Schools has the right to request updated medical reports. Failure to provide such updated reports shall be cause for termination of the leave. Accumulated sick leave shall be made available for use during temporary disability.

10.2 A temporary disability leave, when granted, shall only be for the period of disability. The period of disability leave shall normally be no longer than twelve (12) months, however, disability leave may, at the discretion of the Board of Education, be extended for an additional period of time. Requests for an extension of disability leave shall be in writing and shall be accompanied by a physician's statement verifying the teacher's need for an extension of the leave.

10.3 Unless otherwise specified, a teacher shall return to employment from approved temporary disability leave five (5) work days after presenting to the Superintendent of Schools a written physician's certificate verifying the teacher's ability to perform his/her job responsibilities. The certificate shall state whether there are any physical or other limitations which would prevent the teacher from performing any of his/her duties.

10.4 The Board of Education shall have the right to require a teacher requesting temporary disability leave to be examined by a physician for the purpose of verifying the teacher's need for disability leave or need for an extension of such leave. The Board shall also have the right to have a teacher on disability leave examined by a physician to determine the teacher's ability to return to employment. In the event the Board should exercise its right to have a teacher examined, the Board shall select the physician to conduct the examination. The cost of this examination shall be at the expense of the Board of Education, to the extent that such expenses are not covered by insurance.

10.5 Insurance benefits, per insurance carrier regulations, will be continued for the teacher at Board expense, subject to the premium cost sharing obligations of this Agreement, during any portion of the temporary disability leave during which the teacher is using accumulated sick leave.

Upon exhaustion of accumulated sick leave, a teacher may continue insurance benefits during a temporary disability leave, at the teacher's expense, except as otherwise required under the Family and Medical Leave Act. Notwithstanding the foregoing, if a teacher has less than one (1) year of accumulated sick leave at the time that the teacher commences a temporary disability leave, then the Board will pay seventy-five percent (75%) of the costs of health insurance for the teacher for a total of up to twelve (12) months from the time the teacher commences such leave, subject to the Board's right, in its discretion, to continue such payment for a period exceeding twelve (12) months.

- 10.6 A teacher must render service for at least one-half ( $\frac{1}{2}$ ) of the school year, defined as the first work day in a school year through the last work day in that same year, if he/she is to progress to the next salary scale level at the beginning of the school year immediately following his/her reinstatement. Loss of such service time is unrecoverable in the future.
- 10.7 Upon return, such a teacher shall be assigned a position. Whenever practicable, he/she shall be assigned to that in which he/she performed prior to the commencement of the leave.

## ARTICLE 11 SPECIAL LEAVE CATEGORY

### 11.1 Personal Days

11.1.1 The Superintendent shall, on one (1) week advance written notice (excepting time when emergencies preclude this written notice), grant a teacher leave with pay for up to two (2) days per year for personal reasons, however, such days may not fall immediately prior to or immediately after a school holiday or vacation period. It is expected that requests will be for extraordinary conditions that could not be handled otherwise and when personally feasible, the reasons for said leave will be stated. Included in the above but not limited to are:

- a. Meeting legal requirements.
- b. Birth of child.
- c. Attendance of graduation exercise of self or a member of the teacher's immediate family, as defined in Section 11.3. Religious observances (such use of days shall not preclude additional days not to exceed two [2] for compelling personal reasons).

11.1.2 Personal days may be taken only in full-day or half-day increments. Unused personal days will be converted to sick leave days and added to the sick leave account at the end of the school year.

### 11.2 Professional Days

11.2.1 The Superintendent may, upon one (1) week's advance written application, grant a

teacher leave with pay for a maximum of three (3) days per year for:

- a. Attendance at professional conferences or institutes of an educational nature.
- b. Taking Comprehensive Examinations at an accredited college or university, when such examinations cannot be rescheduled to non-work time.
- c. Attendance as part of a residency requirement for an advanced degree at an accredited college or university. The degree is part or whole of a planned and prescribed course of study of no less than thirty-two (32) credits which includes a comprehensive admission process and a Capstone requirement.

### 11.3 Bereavement

Bereavement leave shall consist of a maximum of four (4) consecutive school days per year in the event of a death in the immediate family. The immediate family to mean: husband, wife, son, daughter, parent or step-parent, brother or sister, or the same relationship in-law, grandparent or guardian, or grandchildren. Under extenuating circumstances, the Superintendent may grant additional bereavement leave.

### 11.4 Attendance at Funerals

The Superintendent shall, upon proper advance request, grant leave of two (2) days with full pay to attend the funeral of a close friend or relative. Under extenuating circumstances, the Superintendent may grant additional leave.

## **ARTICLE 12** **MILITARY LEAVE**

12.1 A teacher will be granted credit up to a maximum of three (3) years on the salary schedule for satisfactory military service in the armed forces or as otherwise provided by the General Statutes of the State of Connecticut.

12.2 A teacher returning from military service will be placed on the proper schedule in accordance with Appendix A, including one additional year for each year of satisfactory military service, up to three (3) years.

## **ARTICLE 13** **GENERAL LEAVE**

13.1 A teacher may be allowed leave without loss of salary, to begin programs of study which result from foundation or scholarship grants and which necessitate personal presence in advance of the close of the school year, but not prior to June 1.

- 13.2 Other extended leaves, with or without salary, may be granted at the discretion of the Board, subject to the following conditions:
- 13.2.1 Four (4) years of experience with the Killingly Schools System.
  - 13.2.2 A written application requesting the leave shall be submitted to the Superintendent no later than April 1 of the school year proceeding the leave period.
  - 13.2.3 The Board's obtaining a certified teacher to fill the position for the period of the leave.
  - 13.2.4 Nothing herein is intended to prohibit the Board of Education from granting extended leaves with or without salary, upon the recommendation of the Superintendent of Schools for employees who do not meet the criteria set forth above.
  - 13.2.5 Any teacher granted leave under this provision shall notify the Board in writing no later than April 1<sup>st</sup> regarding the teacher's intention to return to work at the beginning of the next school year. Failure to submit such written notification by April 1<sup>st</sup> shall be deemed the teacher's resignation from employment.
- 13.3 Any teacher allowed extended leave shall adhere to the regulations set forth in one (1) of the following:
- 13.3.1 Extended Leave Without Pay

A teacher will receive no salary during this period although insurance benefits, subject to insurance carrier regulations, shall remain in effect, the cost of which shall be assumed by the teacher.
  - 13.3.1 Extended Leave With Pay

A teacher, as a condition of granting of an extended leave with pay, shall agree to return to employment in the Killingly 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 Killingly while on leave. Further, the teacher shall execute a promissory note in the amount the teacher will be paid while on such leave, payable to the Killingly School System. The terms of the note will state that if the teacher chooses not to teach one (1) full school year after returning from the leave, he/she shall be held financially responsible for paying to the Board the amount of money received while on leave. The Superintendent may waive the conditions set forth in this paragraph when, in the Superintendent's judgment, there are exceptional circumstances. Insurance benefits shall remain in effect, the cost of which shall be assumed by the teacher.
- 13.4 Childrearing Leave
- 13.4.1 Childrearing leave, for the purpose of this Agreement, is defined as a leave of absence, without pay, following the birth of a child or adoption of a child. Upon the expiration



of any FMLA leave applicable to the teacher's childrearing leave, the teacher may continue insurance coverage for the duration of the childrearing leave by paying fifty percent (50%) of the cost of such insurance coverage with the Board paying the remaining fifty percent (50%) of such cost.

13.4.2 Leaves of absence, without pay, for childrearing purposes, shall be granted by the Board of Education. Such leaves shall begin within sixty (60) days of the birth or adoption. In general, this type of leave shall be limited to the remainder of the school year in which it is requested. Whenever a childrearing leave is granted in the last half of a school year, the length of leave may be extended by the Superintendent to one or more semesters of the following school year if requested by the teacher. The length of the leave shall be specified whenever a leave is granted.

13.4.3 Upon return from childrearing leave, a teacher shall be assigned a position. Whenever practicable, he/she shall be assigned a position similar to that in which he/she performed prior to the commencement of the leave.

13.5 A teacher must render service for at least one-half ( $\frac{1}{2}$ ) of the school year, defined as the first work day in a school year through the last work day in that same work year, if he/she is to progress to the next salary scale level at the beginning of the school year immediately following his/her reinstatement. Loss of such service time is non-recoverable in the future.

## **ARTICLE 14** **ASSOCIATION LEAVE**

14.1 In the event the board schedules negotiation meetings during normal working hours of a school day, five (5) representatives of the Association shall be relieved from all regular duties, without loss of pay, to participate in such negotiations.

14.2 In the event mediation or arbitration meetings are scheduled during normal working hours, all authorized members of the Association's negotiations committee shall be relieved from all regular duties, without loss of pay, to participate in such negotiations. If more than five (5) members of the Association's negotiating team attend, the Association shall pay the cost of substitutes for the additional members.

14.3 When it is necessary, pursuant to the grievance procedure in Article 6 of this Agreement for a grievance hearing to be held during school hours, the aggrieved person, at least one (1) Association grievance committee representative, and up to two (2) witnesses shall be relieved from all regular duties without loss of pay as necessary in order to permit their attendance at such meetings.

14.4 Representatives of the Association will be permitted to use professional days, subject to the provisions of Article 11.2 of this Agreement, for Association conferences or institutes of an educational nature.

**ARTICLE 15**  
**INSURANCE BENEFITS**

- 15.1 Insurance benefits are defined in Appendix C, the expense of which is to be borne by the Board of Education, unless otherwise stipulated therein.

**ARTICLE 16**  
**PERSONAL INJURY BENEFITS**

- 16.1 In case of absence because of personal injury which the Worker's Compensation Commissioner or the Board's insurance carrier has determined to have arisen out of and in the course of employment, the teacher shall be allowed to use his or her accumulated sick leave, at the rate of one quarter ( $\frac{1}{4}$ ) sick day deduction for each day of absence, to make up the difference between the Workers' Compensation weekly benefit and the teacher's regular salary. It shall be the teacher's responsibility to pay his or her insurance premium cost share pursuant to Appendix C.

**ARTICLE 17**  
**JURY DUTY**

- 17.1 Any teacher who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The staff member shall receive a rate of pay equal to the difference between the professional salary and the jury fee. In the event a teacher is released from jury duty prior to 12:00 p.m., such teacher shall contact his/her building administrator or supervisor and shall report to his/her regular duty assignment if requested.

**ARTICLE 18**  
**EMPLOYMENT YEAR/WORK DAY**

- 18.1 Employment Year
- 18.1.1 The work year for teachers shall be set forth in Administrative Regulations. The Board may alter the work year at any time. Except in cases of emergency, the Board shall notify the Association at least thirty (30) days prior to the effective day of such change.
- 18.1.2 The salaries set forth in this Agreement shall be based on a teacher work year consisting of one hundred eighty-eight (188) days, other than the new staff referred to in 18.1.2b, including:
- a. A total of three (3) professional development days, including one (1) or more orientation and planning days immediately preceding the opening of regular classroom sessions for all teachers, and one (1) or more additional in-service days for professional development activities during the course of the work year.

- b. The equivalent of three (3) additional work days for the purposes of orientation and related activities designed to support teachers in their initial year of employment in the district. The scheduling of such activities shall be determined by the Superintendent or his/her designee.
- c. The days referenced in paragraph a, above shall be contiguous to the student year and shall not mandatorily be scheduled on weekends or during teacher vacation periods as set forth in the school calendar.
- d. If the Board in its discretion reduces the number of shortened school days below fourteen (14), the parties shall enter into bargaining concerning the impact of that reduction, to the extent that such impact bargaining is required under the Teacher Negotiations Act.

18.1.3 Any teacher working beyond the one hundred eighty-eight (188) days, other than new teachers referred to in 18.1.2b, or those hired for specific programs, as referenced in Article 25 (Special School Programs), shall be compensated at the per diem rate of 1/188 times his/her base salary for each day so assigned.

18.1.4 The preceding is exclusive of any emergency and/or storm days provided for in the school calendar.

18.1.5 Any teacher entering or terminating service during a school contract year will be credited and have his/her pay computed on the basis of 1/188th of his/her salary at the appropriate level and step for each day of service.

18.1.6 The Superintendent of Schools or his/her designee may require teachers to participate in educationally related activities on six (6) evenings each school year, provided such participation does not exceed a total of twenty (20) hours per school year.

18.1.7 As part of the teacher work day(s) scheduled prior to the opening of school for students, teachers shall be provided with one-half (½) work day for preparation and planning.

18.1.8 All per diem calculations required by this contract will be based upon the following formula:

$$\frac{1}{\# \text{ days in work year}} \times \text{base salary}$$

## 18.2 Work Day

18.2.1 The work day for teachers shall be seven (7) hours and fifteen (15) minutes at all grade levels.

18.2.2 The Board and the Association acknowledge and agree that at all grade levels in the school district, the Administration has the right to assign teachers to administrative duties before and/or after the student school day, provided that such duties do not

extend beyond the contractual work day set forth above, and provided further that such duties do not conflict with the provisions of Article 23 concerning time for preparation and planning and duty-free lunch.

- 18.2.3 Notwithstanding the foregoing, all teachers at all grade levels may be assigned, on a rotating basis, to work ninety (90) minutes beyond the teacher work day one (1) day per month. The purpose of such additional time shall be to provide tutoring, detention coverage, office hours, extra help and other assistance to students, and/or to carry out administrative duties as determined by the Administration, before and/or after school. The Administration shall determine the specific days and times during which each teacher shall work such additional time. No more than thirty (30) minutes of such additional time shall be scheduled to occur prior to the start of the teacher work day. The Administration will consult with the Association in developing the rotation and will make reasonable efforts to accommodate the scheduling needs of individual teachers.
- 18.2.4 Any extension of the normal work day beyond the work day set forth in Sections 18.2.1 and 18.2.3 shall be compensated at an hourly rate, or portion thereof, which rate shall be based upon such teacher's base per diem salary.
- 18.2.5 Present practices, i.e. those which have existed during the school year 2012-2013 concerning before and after workday activities shall not be considered extensions of the normal work day.
- 18.2.6 Before and after school meetings beyond the normal workday shall be of reasonable frequency and length.
- 18.2.7 Notwithstanding the provisions of any other Section of this Agreement, the parties recognize the Board's unilateral right to alter the scheduling of the student day and or create new programs. If the Board exercises such rights, the parties will bargain over any impact for which impact bargaining is required under C.G.S. 10-153f.

## **ARTICLE 19** **PROMOTIONS**

- 19.1 Promotions as defined in this section shall mean any position within the bargaining unit which includes a salary differential and/or involves additional or greater responsibility. Stipend positions, as set out in Appendix D of this Agreement; shall not be regarded as promotional positions.
- 19.2 Positions open under the provisions of Section 19.1 above will be posted in each building and/or be transmitted electronically to all teachers through the district's e-mail system, no later than outside publication.
- 19.3 Appointment will be made by the Board of Education upon the recommendation of the Superintendent.

- 19.4 Current professionals indicating interest in a listed position should apply to the Superintendent in writing.
- 19.5 Consideration for Promotion:
- 19.5.1 Consideration for promotion within the Killingly School System will be based upon knowledge, ability, skill, efficiency, character, degree status and certification.
- 19.5.2 Whenever, in the judgment of the Superintendent, the preceding factors are equal or exceed the qualifications of outside candidates, preference will be given to the candidates within the Killingly School System.
- 19.5.3 Whenever, in the judgment of the Superintendent, two (2) or more candidates from the Killingly School System are adjudged as the best qualified candidates and are equal in qualifications based upon the preceding factors, preference will be given to the candidate with the greatest seniority in the Killingly School System.

## **ARTICLE 20** **VACANCIES**

- 20.1 A vacancy shall mean all openings of bargaining unit positions within the school system which occur as the result of death, termination, retirement, approved leave of absence of one (1) school year's duration, resignation, non-renewal, transfer, reassignment, or a newly created position.
- 20.2 When a vacancy occurs in a building or program, the vacant position shall be posted in the buildings and the Superintendent's office (with a copy to the President of the Association), and/or be transmitted electronically to all teachers through the district's e-mail system. The posted vacancy shall set forth the qualifications for the vacant position.
- 20.3 All vacancies shall be posted for a minimum of five (5) school days, or five (5) business days during the summer months.
- 20.4 Any teacher who desires to apply for any vacancy shall submit a written letter of intent for any vacant position with the office of the Superintendent within the time limit specified in the posting.
- 20.5 New school year vacancies shall be posted, and/or transmitted electronically to all teachers through the district's e-mail system, by the previous June 1st if known by that date. New school year vacancies, which become known between June 1st, and the close of school, shall be posted and/or transmitted electronically to all teachers when known. Summer vacancies need not be posted in the buildings. Postings/electronic notifications shall not be required until the Board budget is adopted and finalized for the new school year.
- 20.6 Teacher vacancies may be filled by candidates outside the Killingly School System if they possess better qualifications, in the judgment of the Superintendent than those teachers already on staff who have applied for such vacancy.

- 20.7 The greater length of full time service, from the most recent date of hire as a certified employee, in the Killingly School System shall be a consideration in filling vacancies except when the filling of a vacancy is necessary to avoid layoff.

## **ARTICLE 21** **CONTRACTS**

- 21.1 The Board shall issue an initial contract. An annual salary notification and intent to return statement shall be issued by June 1 or by the fifteenth (15<sup>th</sup>) day after final approval of the Board of Education's budget by the town, whichever date is later.
- 21.2 Individual supplementary annual letters of appointment shall be issued for special extra assignments such as listed in Appendix D.
- 21.3 The Board and the Association agree that all the provisions of the collective bargaining Agreement, except just cause (Article 2), promotions (Article 19), vacancies (Article 20), transfers (Article 24) and separation and recall (Article 36) shall apply to any teacher possessing a durational shortage area permit. In addition, the parties agree that a DSAP holder shall not accrue seniority or length of service for any purpose of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously by the Board as an employee after receiving such certification, with no break in service, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of employment by the Board. The Board shall have the right, in its sole discretion, not to renew and/or to terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.

## **ARTICLE 22** **CURRICULUM REVISION**

- 22.1 The Board recognizes its obligations to insure that a constant, on-going evaluation of the school system and/or its component parts is being carried out under the leadership and supervision of the Superintendent.
- 22.2 It is expected that all professional, certified teachers will work with and through their administrators to the end that the curricula will be constantly reviewed, evaluated, and revised, in keeping with current and future educational philosophy.
- 22.3 Where feasible, pilot programs will be undertaken to determine relative worth and acceptance.

## **ARTICLE 23** **TEACHING PERIODS**

### 23.1 Duty Free Lunch

All teachers shall have a duty free lunch period of at least thirty (30) continuous minutes, except

that on scheduled and unscheduled shortened school days, the teacher lunch period shall be at least twenty (20) continuous minutes. During such periods, teachers may absent themselves from their assigned buildings provided they have notified the school principal or his/her designee.

## 23.2 Planning Time

### 23.2.1 High School (9-12)

- a. To the extent that the high school maintains a block schedule, each teacher at the high school shall have no fewer than one (1) class block for individual planning/preparation period each day, or an average of five (5) class blocks per week, except that on an alternating day basis (i.e. every other day), the Administration shall have the right to assign the teachers to administrative duties and/or other responsibilities determined by the Administration for one-half ( $\frac{1}{2}$ ) of each teacher's planning/preparation block. For any day on which the class blocks are shortened for any reason, on a scheduled or unscheduled basis, the preparation/planning time for teachers shall be shortened on a proportionate basis.
- b. The Administration shall have the right to designate up to one-half ( $\frac{1}{2}$ ) of one (1) block of such planning/preparation time per week as time for collaborative planning/preparation (not to be used for administrative duties).
- c. The Board and the Association acknowledge and agree that the Board has the right to designate a portion of the school day for the purposes of providing intervention and/or advisory services to students, and/or for establishing an activity period, and the Board and the Association further acknowledge and agree that such services and activities shall not be deemed to constitute an academic or instructional block.

### 23.2.2 Middle School (5-8)

To the extent that the Board maintains a schedule based on the middle school model for Grades 5-8, the following provisions shall apply:

- a. All middle school teachers shall be provided with individual planning time equal to one (1) period per day of not less than forty (40) minutes or an average of five (5) per week.
- b. Grade Five teachers shall not be required to attend more than one (1) Interdisciplinary Team meeting per week during their individual planning time.
- c. An Interdisciplinary Team planning/meeting periods for Grades 6-8 shall be in addition to the teacher's individual planning time.
- d. All Grade 6-8 teachers will have a minimum of two (2) noninstructional periods

per day, which shall be inclusive of planning and administrative assignment periods.

23.2.3 Elementary Schools (Pre-School-4)

All elementary school teachers shall be provided with not less than two hundred (200) minutes of individual planning time per week based upon a five (5) day school week.

23.2.4 Miscellaneous

- a. A teacher's individual planning time shall be scheduled during the normal school day. Under normal circumstances, teachers will be notified of meetings scheduled during their planning period the preceding school day.
- b. Teachers may not absent themselves from the school building during individual planning time except for official school business or when given permission by his/her administrator or designee.

23.3 Teacher Work Load

23.3.1 Class Load

To the extent that the high school maintains a block schedule, high school teachers shall not be required to teach more than six (6) academic blocks per school year.

23.3.2 Subject Load

All high school teachers shall not be required to teach more than two (2) subjects or to have more than three (3) teacher preparations.

23.3.3 Subject/program Coordinator's Load

- a. To the extent that the high school maintains a block schedule, the load for subject/program coordinators who supervise five (5) or fewer teachers within the subject/program shall be five (5) teaching blocks, one (1) coordination block, and two (2) planning preparation blocks.
- b. To the extent that the high school maintains a block schedule, the load for subject/program coordinators who supervise six (6) or more teachers within the subject/program shall be five (5) teaching blocks, one (1) coordination block and two (2) planning preparation blocks. Subject/program coordinators who supervise six (6) or more teachers shall not be assigned the additional ninety (90) minutes beyond the teacher work day one (1) time per month as specified in Article 18.2.3.
- c. This load may be changed if mutually agreed upon. Such agreement shall not be



unreasonably withheld. In emergencies of not more than two (2) days duration, subject/program coordinators may be assigned additional teaching periods.

23.3.4 Definition of Terms

- a. For the purpose of this Article, the term subjects shall mean disciplines or courses.
- b. For the purposes of this Article, the term Teaching Preparations shall mean the unique style of presentation or variety of materials used, occasioned by differences in the ability range or assigned level of specific class groups.

**ARTICLE 24**  
**TEACHING ASSIGNMENTS**

24.1 Teachers initially employed by the Board shall receive their tentative building, grade levels and/or subject assignments from the Superintendent's Office.

24.2 Teachers already in the system shall receive notifications of the grades, levels and/or subjects they will teach by June 1.

24.3 Any change from a teacher's current grade level or discipline shall be made only after consultation between the teacher and building administrator. If the change occurs after the last day of the school year the administration will make a good faith effort to have the consultation with the teacher.

24.4 Teachers shall be notified in writing of any change in their programs and schedules for the ensuing school year, including the schools to which they will be assigned, the grades, levels and/or subjects that they will teach as soon as such change is determined.

24.5 Teacher Transfers

24.5.1 A transfer may be voluntary or involuntary. Certification shall be a major consideration in all transfers. For purposes of this Article a transfer shall be defined as a change in assignment from one school building to another school building.

24.5.2 Voluntary Transfers

- a. All voluntary transfers shall be governed by Article 20 (Vacancies).
- b. Prior to submitting a written request for a transfer, the teacher will meet with the current building principal or supervisor to discuss the request.
- c. Transfers will be made only if an opening exists for which the teacher is certified and such transfer is in the best interest of the school system. When voluntary

transfers are approved, the greater length of full time service in the Killingly School System shall be a consideration except when a transfer is necessary to avoid a layoff.

24.5.3 Involuntary Transfers

- a. When a teacher is transferred involuntarily, it shall be to a position for which the teacher is certified and to a comparable position if possible.
- b. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent, or his designee, at which time the teacher shall be notified in writing of the reason for the transfer.
- c. When involuntary transfers are necessary, the greater length of full time service, from the most recent date of hire as a certified employee, in the Killingly School System shall be a consideration except when a transfer is necessary to avoid a layoff.
- d. If a grievance is filed concerning an involuntary transfer, it shall be initiated at Level Three.

24.5.4 In the event of a staff reduction at any school, transfer to a comparable position in another school shall be made on a voluntary basis whenever possible.

24.5.5 Notice of transfer will be given to the teacher as soon as practicable and under normal circumstances not later than June 1.

**ARTICLE 25**  
**SPECIAL SCHOOL PROGRAMS**

25.1 When in the sole discretion of the Board, summer school, driver education, homebound instruction, or other instructional programs are to be initiated, compensation for teaching positions including extended day Detention Supervisor shall be at the rate of twenty-nine dollars (\$29.00) per hour.

25.2 When teachers assume responsibilities such as, but not limited to, chaperoning or developing curriculum and these activities occur after five (5:00) p.m., on weekends, or during vacation periods, they shall be compensated at the rates described in Article 25.1.

25.3 Teachers interested in such openings may apply by submitting letters of application to the Superintendent.

25.4 In filling these positions, first consideration shall be given to teachers regularly employed in the school system.

25.5 Goodyear Early Childhood Center (GECC)

25.5.1 GECC teachers will be paid a stipend of eight hundred dollars (\$800) per week of work during the summer. If there are not adequate volunteers to fill summer positions, the Administration may assign teachers to cover the program.

25.5.2 The teacher assigned to close the Goodyear program will be compensated for additional time in accordance with Article 25. Volunteers will be sought for this position. If there are no volunteers, the Administration shall have the right to assign a teacher to cover the responsibility. Seniority will be a consideration when making the assignment. No one will be required to fill this position for more than two (2) consecutive years.

25.5.3 If the Killingly Public Schools are closed due to inclement weather but the GECC remains open, GECC teachers will be paid on a per diem basis at the end of year for each such day worked.

**ARTICLE 26**  
**EXTRACURRICULAR ACTIVITIES**

26.1 The Board reserves the right to request reasonable participation in such activities which the Board deems necessary for good education. Normally, all participation in paid extra-curricular activities shall be made by mutual agreement.

**ARTICLE 27**  
**CONSULTATION AND PROCEDURES**

27.1 To achieve rapport between the Board and the Association, meetings at mutually agreed times, may be held between the Board and the Association to discuss matters of common interest.

**ARTICLE 28**  
**TEACHER EVALUATION**

28.1 The Board and the Association acknowledge that the subject of teacher evaluation is governed by Section 10-151b of the Connecticut General Statutes.

28.2 Notwithstanding the provisions of Section 28.1 hereinabove, the professional evaluation of a teacher's performance shall not be the subject of a grievance as provided in Article 6 (Grievance Procedure) of this Agreement unless there has been a violation of the established procedures in conducting said teacher evaluation.

28.3 No written evaluation, or written notice of discipline, or written complaint submitted by any person against a teacher, 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. A teacher may submit a written notation regarding any material placed in the teacher's personnel file, and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign the material placed in his/her personnel file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

## **ARTICLE 29** **PERSONAL FREEDOM**

29.1 The Association recognizes that the Board has not interfered in any way with the private and personal life of any teacher, and has in no way infringed upon their civil rights. The Association accepts the Board's commitment for continuing such practices.

## **ARTICLE 30** **GENERAL PROVISIONS**

30.1 It shall continue to be the policy of the Board and the Association that there shall be no illegal discrimination against any teacher or applicant because of race, color, religious creed, national origin, ancestry, genetic information, sex, age, marital status, sexual orientation, gender identity or expression, disability, political affiliation, Association affiliation or activity.

## **ARTICLE 31** **PAYROLL/DEDUCTIONS/SCHEDULES**

31.1 In addition to those payroll deductions required by law, the following payroll deductions may be made:

31.1.1 Insurance.

31.1.2 Professional Association Dues.

31.1.3 Teacher Retirement.

31.1.4 Annuity.

31.1.5 Credit Union.

31.1.6 Non-member Assessments (Article 35).

31.2 Except when limits are prohibited by law or under extenuating circumstances (i.e. births, deaths, changes in marital status, credit union loans) request for changes in deductions will only be honored during the following periods:

31.2.1 The first three (3) weeks of September.

- 31.2.2 The first two (2) weeks of January.
- 31.2.3 The first two (2) weeks of April.
- 31.2.4 All requests for deductions must be made in writing on an approved authorization form. All such deductions shall be equally deducted.
- 31.3 The Board shall deduct by payroll deduction the non-member assessment beginning January 1 or the pay period next following that date for all teachers who have not authorized payment prior to that date.
- 31.4 Teachers may elect to have a portion of their salary deposited into the credit union.
- 31.5 Pay Schedule

  - 31.5.1 In an effort to provide standard salary payment periods on a two (2) week delayed schedule, the number of pay periods may vary from year to year.
  - 31.5.2 The first payment in any fiscal year will be made during the second week of July and the last payment will be made as close to June 30th as possible. Payment dates for subsequent fiscal years shall be provided by June 1.
- 31.6 The Board shall not be required to honor for any month's deduction any authorizations that are delivered to it later than thirty (30) days prior to the distribution of the payroll from which the deductions are to be made excepting the first payroll in September.
- 31.7 The Board reserves the right to deduct all outstanding obligations previously agreed to by the teacher prior to the issuance of said teacher's final pay, as permitted by law.
- 31.8 Teachers' salaries shall be distributed by direct deposit to the financial institution of each teacher's choice, in one (1) of the following methods:

  - 31.8.1 Twenty-one (21) equal payments beginning no later than the second Friday of the work year. In the event the last pay period occurs more than one (1) week prior to the summer recess in June, the Board may, after consultation with the Association, pay teachers in twenty-two (22) equal payments.
  - 31.8.2 Twenty (20) equal payments plus a balloon payment beginning no later than the second Friday of the work year.
  - 31.8.3 Teachers shall inform the Superintendent's Office of the method of distribution no later than June 15 of the preceding school year. In the event a teacher fails to inform the Superintendent's Office of the method of payment by June 15, the teacher's salary shall be distributed according to method "31.8.1". Teachers hired prior to the first day of the work year shall indicate their method of payment upon hiring.
  - 31.8.4 The method of distribution shall be binding for the school year.

- 31.9 Twelve (12) month personnel shall be paid by direct deposit in either twenty-six (26) or twenty-seven (27) equal bi-weekly installments. All other certified personnel whose activities extend into the summer months shall be paid for the extended period biweekly based upon days actually worked.
- 31.10 Amounts deducted shall be paid to the appropriate agent biweekly as deducted.

**ARTICLE 32**  
**BOARD PUBLICATION**

- 32.1 The Board shall provide each teacher with a handbook containing a fair summary of governing policies and regulations. The Board shall periodically reissue editions of said handbook to all new teachers. Between reissued editions, summaries of new or revised policy or regulations shall be provided each teacher in a form suitable for inclusion in the handbook. The Board may at its option provide electronic access to the documents referenced in this section, in lieu of written copies.
- 32.2 The inclusion of this section is solely for the purpose of providing information and does not constitute any agreement between the Board and the Association and their content matter shall not provide the basis for any grievance consistent with definition "Grievance" contained in Article 6, Section 6.1.1
- 32.3 The Board and the Association shall share the cost of producing the complete text of the negotiated Agreement or any successor Agreement.

**ARTICLE 33**  
**NO STRIKE CLAUSE**

- 33.1 The Killingly Education Association acknowledges that the employees of the Board of Education which it represents are not entitled to strike or to take any other collective action to disable the Board of Education in the discharge of its statutory duty and the Killingly Education Association agrees that such action would constitute a material breach of the Agreement.
- 33.2 Nothing contained in this Agreement shall be construed to limit or restrict the Board of Education of the Killingly Education Association in its right to seek and obtain such judicial relief as it might be entitled to have, in law or in equity, for injunction or damages or both in the event of such breach.
- 33.3 In the event any employee or employees of said Board of Education strike or take any collective action to disable said Board of Education in the discharge of its statutory duties so as to constitute a material breach of this agreement, the said Killingly Education Association shall not be held liable or responsible for said strike or breach provided that it takes immediate action and utilizes all powers within its discretion to abate said condition. It is further agreed that said

Association shall formally and expeditiously disavow and declare said act or acts to be in violation of this agreement.

## **ARTICLE 34** **SEVERABILITY**

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

## **ARTICLE 35** **AGENCY SHOP**

### 35.1 Conditions of Continued Employment

All teachers employed by the Killingly 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 to the proportion of Association dues uniformly required of members that are actually used to underwrite the cost of collective bargaining, contract administration, and grievance adjustment.

### 35.2 Deductions

The Killingly Board of Education agrees to deduct from each teacher's pay an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount deducted from each paycheck for membership dues shall be equal to the total Association membership dues divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The amount deducted for the service fee from each paycheck shall be equal to the total service fee divided by the number of paychecks from and including the first paycheck in January through and including the last paycheck in June. The amount of Association membership dues shall be certified by the Association to the Board of Education prior to the opening of school each year. The service fee amount shall be certified by the Association to the Board of Education prior to January 1 of each school year.

### 35.3 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.

### 35.4 Forwarding of Moneys

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

35.5 Lists

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.

35.6 Save Harmless

35.6.1 In any case in which a teacher or teachers contest a deduction under the provisions of this Article and it is necessary for the Board to defend its position and engage legal counsel and to incur expenses in so doing, the Association further agrees to save the Board harmless and to reimburse it for any damages including salaries, court costs, etc., provided that the Board notifies the Association of any claims made against it.

35.6.2 In the event that any court of last resort determines that this Article is contrary to the laws of the State of Connecticut or is unenforceable under such laws, the parties will meet and bargain such new language as is necessary to comply with the laws as determined by such court.

35.7 Reference to Association

The singular reference to the "Association" in this Article shall be interpreted as referring to the Killingly Education Association, the Connecticut Education Association, and the National Education Association.

**ARTICLE 36**  
**SEPARATION AND RECALL PROCEDURES FOR REDUCTION IN**  
**PROFESSIONAL STAFF**

36.1 Definition

Reduction in professional staff shall mean elimination of a position or positions of certificated teachers employed by the Killingly Board of Education.

36.2 Procedure

36.2.1 The order of reduction designed to preserve the concept of seniority shall be as follows:

- a. Tenure
  - (1) Non-tenured teachers.
  - (2) Tenured teachers.



- b. Other Criteria -- In the event that tenure is found not to be definitive enough, other criteria shall be used within each level as follows:
- (1) Non-tenured Teachers – Layoff of non-tenured teachers shall be based upon qualifications and performance, as evidenced by teacher evaluations conducted in accordance with the school district’s performance evaluation plan.
  - (2) Tenured Teachers – The following factors shall apply, in the following order:
    - (a) Total contractual experience in the system from the most recent date of hire as a certified employee and specific related experience or special training. The term “date of hire” shall mean the employee’s first day of work in the district. In the event that two (2) or more teachers have the same date of hire, then the determination of “total contractual experience” shall be based upon the date each teacher signed his/her initial contract. For the purposes of this paragraph, teachers employed in the Goodyear Early Childhood Center (GECC) program will be credited only with those years of service in the GECC program occurring during or after the 2010-11 school year.
    - (b) Experience in position (elementary, middle, or secondary, not grade or subject taught) in the system. For the purposes of this paragraph only, teachers employed in the GECC program will be credited for total continuous service in the GECC program, including years of service occurring prior to 2010-11.
    - (c) Degree status.
    - (d) Mutual recommendations of principal and superintendent of schools.

### 36.3 Recall Procedure

36.3.1 Personnel who are released from employment because of elimination of their positions shall be given first opportunity, during the following recall periods, to fill a vacant position for which they are certified in the reverse order of layoff.

#### 36.3.2 Recall Periods

- a. Non-tenured teachers in the Killingly Public Schools shall be eligible for recall for one (1) year following elimination of their position.
- b. Tenured teachers in the Killingly Public Schools shall be eligible for recall for three (3) years following elimination of their position.
- c. The teacher will accept or reject in writing this offer of rehire within fifteen (15) days of the receipt of written notification of position availability from the Board.

This notification of position availability will be mailed to the teacher's last known address. The teacher's failure to provide to the Board written notification concerning the offer of rehire within the time specified shall be considered a rejection of the offer.

- d. If the teacher rejects an offer of employment which is equivalent in hours to his/her previously held teaching position, the teacher shall forfeit all recall rights.

36.4 Separation of a teacher under this Article shall not, during the recall period, adversely affect accumulated sick leave, eligibility for placement on the salary schedule, or seniority, upon a teacher's return from layoff. During the recall period, the teacher shall not accrue additional rights or benefits under this Agreement, and in particular upon rehire from layoff, shall not be credited for salary schedule advancement or seniority.

36.5 Nothing herein shall require the promotion of a teacher to a position of greater authority or compensation (e.g. eleven [11] or twelve [12] month positions, subject/program coordinator positions).

### **ARTICLE 37** **STIPENDS**

37.1 A teacher appointed to an extra-curricular position shall receive the stipend set forth in Appendix D.

37.2 The Board and the Association acknowledge that appointments to stipend positions are one (1) year appointments. A teacher appointed to a stipend position will be reappointed unless he/she is formally notified in writing by June 1 that he/she will not be reappointed. Vacancies due to non-appointment shall be posted, and/or transmitted electronically to all teachers through the district's e-mail system, as soon as practicable.

37.3 In the event of a vacancy in a stipend position, the position shall be posted in each school building and/or transmitted electronically to all teachers through the district's e-mail system. Qualified applicants who are teachers in the Killingly School System shall be preferred over equally qualified applicants from outside the school system.

### **ARTICLE 38** **RETIREMENT-SICK LEAVE**

38.1 A teacher who was hired prior to July 1, 2007 and who retires under the Teachers' Retirement Act, after a minimum of twenty (20) years of service to Killingly, shall receive twenty dollars (\$20) for each unused day of accumulated sick leave with no limitation upon the number of accumulated days.

38.2 In the event that a teacher dies after twenty (20) years of service to Killingly and has not received

any benefits pursuant to this Article, the accumulated benefits under this Article will be paid to the teacher's estate.

38.3 The provisions of this Article shall not apply to teachers hired on or after July 1, 2007.

### **ARTICLE 39** **WITHHOLDING OF INCREMENTS**

39.1 The Superintendent may withhold up to seventy percent (70%) of an increment or fifty percent (50%) of an annual salary increase for those teachers not scheduled for an increment. If such action is to be considered, the reasons, therefore, must be made by the Superintendent to the teacher prior to April 1. Upon notification, a program to address the concerns for the considered withholding of increment shall be implemented by the Superintendent of Schools or his/her designee for a period of not less than sixty (60) days. Upon the completion of this period, a final determination regarding such withholding recommendation shall be made by the Superintendent. Upon completion of a year of satisfactory teaching performance, as determined by the Superintendent, the teacher will be returned to his/her appropriate salary per experience.

39.2 In the event the withholding is due to an act of misconduct or an instance of gross professional misjudgment in the performance of the teacher's responsibilities that results in harm or injury, or in the event the withholding is for past conduct that was previously subject to a corrective program under this Article, notification shall be made within a reasonable time of such event or occurrence and the notification and program requirements of this provision shall not be applicable.

### **ARTICLE 40** **MILEAGE ALLOWANCE**

40.1 Mileage allowance for automobiles driven on official school business shall be reimbursed at the current Internal Revenue Service (IRS) rate per mile.

### **ARTICLE 41** **EDUCATIONAL CREDITS**

41.1 Subject to prior written approval of the Superintendent or his/her designee, teachers shall be reimbursed for up to twelve (12) credit hours of coursework per year (no more than six [6] credit hours per semester during the school year) subject to the following conditions:

41.1.1 Reimbursement shall not be for course work necessary to meet the requirements for the Professional Educator Certificate.

41.1.2 Reimbursement per credit hour shall not exceed two hundred fifty dollars (\$250.00).

- 41.1.3 Fifty percent (50%) of the costs of texts and materials up to one hundred dollars (\$100) per course shall be reimbursed.
  - 41.1.4 The course must be in the area of the teacher's current assignment or in an educationally related field approved by the Superintendent.
  - 41.1.5 A transcript or other official record of successful completion of the course must be forwarded to the Superintendent.
  - 41.1.6 A summary of course costs must be forwarded to the Superintendent of Schools at the time the teacher requests the Superintendent's approval.
- 41.2 The obligation of the Board of Education under this Article shall not exceed fifteen thousand dollars (\$15,000) per fiscal year.

**APPENDIX A**

**SALARY SCHEDULE FOR 2014-1015**

| <b><u>YEARS OF EXPERIENCE</u></b> | <b><u>STEP</u></b> | <b><u>BA</u></b> | <b><u>BA+30</u></b> | <b><u>MASTERS</u></b> | <b><u>SIXTH YEAR</u></b> |
|-----------------------------------|--------------------|------------------|---------------------|-----------------------|--------------------------|
| 0                                 | 1                  | \$ 40,958        | \$ 42,350           | \$ 42,967             | \$ 45,909                |
| 1                                 | 2                  | 41,134           | 42,525              | 43,143                | 46,083                   |
| 2                                 | 3                  | 41,697           | 43,049              | 43,650                | 46,501                   |
| 3-5                               | 4                  | 43,478           | 44,830              | 45,430                | 48,281                   |
| 6                                 | 5                  | 45,732           | 47,080              | 47,680                | 50,532                   |
| 7-8                               | 6                  | 47,983           | 49,332              | 49,934                | 52,783                   |
| 9                                 | 7                  | 50,232           | 51,583              | 52,183                | 55,033                   |
| 10                                | 8                  | 52,483           | 53,833              | 54,433                | 57,284                   |
| 11                                | 9                  | 54,735           | 56,084              | 56,684                | 59,535                   |
| 12                                | 10                 | 56,984           | 58,337              | 58,936                | 61,786                   |
| 13                                | 11                 | 59,235           | 60,584              | 61,185                | 64,038                   |
| 14                                | 12                 | 63,008           | 64,364              | 64,964                | 67,814                   |
| 15 or more                        | 13                 | 70,472           | 71,880              | 72,519                | 75,162                   |

Note: Step movement during the 2014-2015 year of the Agreement for those teachers on Steps 1-12.

**APPENDIX A**

**SALARY SCHEDULE FOR 2015-2016**

| <b><u>YEARS OF EXPERIENCE</u></b> | <b><u>STEP</u></b> | <b><u>BA</u></b> | <b><u>BA+30</u></b> | <b><u>MASTERS</u></b> | <b><u>SIXTH YEAR</u></b> |
|-----------------------------------|--------------------|------------------|---------------------|-----------------------|--------------------------|
| 0                                 | 1                  | \$ 41,368        | \$ 42,774           | \$ 43,397             | \$ 46,368                |
| 1                                 | 2                  | 41,545           | 42,950              | 43,574                | 46,544                   |
| 2                                 | 3                  | 42,114           | 43,479              | 44,087                | 46,966                   |
| 3                                 | 4                  | 43,913           | 45,278              | 45,884                | 48,764                   |
| 4-6                               | 5                  | 46,189           | 47,551              | 48,157                | 51,037                   |
| 7                                 | 6                  | 48,463           | 49,825              | 50,433                | 53,311                   |
| 8-9                               | 7                  | 50,734           | 52,099              | 52,705                | 55,583                   |
| 10                                | 8                  | 53,008           | 54,371              | 54,977                | 57,857                   |
| 11                                | 9                  | 55,282           | 56,645              | 57,251                | 60,130                   |
| 12                                | 10                 | 57,554           | 58,920              | 59,525                | 62,404                   |
| 13                                | 11                 | 59,827           | 61,190              | 61,797                | 64,678                   |
| 14                                | 12                 | 63,638           | 65,008              | 65,614                | 68,492                   |
| 15 or more                        | 13                 | 71,177           | 72,599              | 73,244                | 76,217                   |

Note: Step movement during the 2015-2016 year of the Agreement for those teachers on Steps 1-12.

**APPENDIX A**

**SALARY SCHEDULE FOR 2016-2017**

| <b><u>YEARS OF EXPERIENCE</u></b> | <b><u>STEP</u></b> | <b><u>BA</u></b> | <b><u>BA+30</u></b> | <b><u>MASTERS</u></b> | <b><u>SIXTH YEAR</u></b> |
|-----------------------------------|--------------------|------------------|---------------------|-----------------------|--------------------------|
| 0                                 | 1                  | \$ 41,782        | \$ 43,202           | \$ 43,831             | \$ 46,832                |
| 1                                 | 2                  | 41,960           | 43,380              | 44,010                | 47,009                   |
| 2                                 | 3                  | 42,535           | 43,914              | 44,528                | 47,436                   |
| 3                                 | 4                  | 44,352           | 45,731              | 46,343                | 49,252                   |
| 4                                 | 5                  | 46,651           | 48,027              | 48,639                | 51,547                   |
| 5-7                               | 6                  | 48,948           | 50,323              | 50,937                | 53,844                   |
| 8                                 | 7                  | 51,241           | 52,620              | 53,232                | 56,139                   |
| 9-10                              | 8                  | 53,538           | 54,915              | 55,527                | 58,436                   |
| 11                                | 9                  | 55,835           | 57,211              | 57,824                | 60,731                   |
| 12                                | 10                 | 58,130           | 59,509              | 60,120                | 63,028                   |
| 13                                | 11                 | 60,425           | 61,802              | 62,415                | 65,325                   |
| 14                                | 12                 | 64,274           | 65,658              | 66,270                | 69,177                   |
| 15 or more                        | 13                 | 71,889           | 73,325              | 73,976                | 76,979                   |

Note: Step movement during the 2016-2017 year of the Agreement for those teachers on Steps 1-12.

## APPENDIX B

### COORDINATORS

#### B.1 Twelve Month Personnel (System wide Coordinators)

B.1.1 System wide coordinators shall be considered to be twelve (12) month employees except that their presence shall not be required during school holidays. System wide coordinators shall be granted twenty (20) days of vacation time, which time will be scheduled by the Superintendent of Schools.

B.1.2 Coordinators stipends shall be as follows based upon his/her proper level and step:

- a. Per diem compensation pursuant to Article 18 – Employment Year.
- b. \$1,312 –  $(227/188 \times 1,087)$  for the 2014-2017 school years.
- c. \$308 –  $(227/188 \times 255)$  per certified person in the department for the 2014-2017 school years.

#### B.2 Eleven Month Personnel

B.2.1 Eleven (11) month personnel shall work the work year as set forth in Administrative Regulation and up to an additional twenty (20) days which shall be scheduled by the Superintendent of Schools. Scheduling of individual employees shall be on the basis of which employee normally would have responsibility for the work that needs to be done. If no such determination can be made, the work shall be scheduled in an equitable manner.

B.2.2 The Superintendent of Schools shall provide such personnel with their additional work day schedule as soon as practicable but no later than June 1 unless there is no final budget determination.

B.2.3 Eleven (11) month employees shall receive regular step plus per diem compensation as provided for in Article 18, Employment Year, and Section 18.1.3.

B.2.4 Positions in this category include:

- a. Counselors.
- b. Social Workers.
- c. School Psychologists.
- d. High School Band Director.
- e. High School Business Coordinator.
- f. High School Physical Education Coordinator.



- g. Librarians.
- h. High School Athletic Director.
- i. High School Special Education Coordinator.

### B.3 Subject/Program Coordinators

B.3.1 Persons in this category shall receive salary at the appropriate step plus:

- a. \$1,087 for the 2014-2017 school years.
- b. \$255 per certified person in the department for the 2014-2017 school years.

B.3.2 Positions in this category include:

- a. English Coordinator.
- b. World Languages Coordinator.
- c. ALPS Coordinator.
- d. Mathematics Coordinator.
- e. Guidance Coordinator.
- f. Social Studies Coordinator.
- g. Science Coordinator.
- h. Music Coordinator.
- i. Business Education Coordinator.
- j. Technology Education Coordinator.
- k. Family & Consumer Science Coordinator.
- l. Physical Education Coordinator.
- m. Art Coordinator.
- n. Special Education Coordinator.

### B.4 Vocational Agriculture Personnel

B.4.1 Vocational agriculture personnel shall work the regular school year up to a maximum of two hundred twenty-seven (227) days and not less than two hundred eleven (211) days. Such additional days may include school vacation periods.

B.4.2 The Superintendent of Schools shall provide such personnel with their additional workday schedule as soon as practicable and not later than June 1 unless there is no final budget determination.

B.4.3 Compensation is as follows:

- a. Department Head
  - (1) Per diem compensation pursuant to Article 18 – Employment Year.
  - (2) \$1,312 –  $(227/188 \times 1,087)$  for the 2014-2017 school years.
  - (3) \$308 –  $(227/188 \times \$255)$  per certified person in the department for the 2014-2017 school years.
  
- b. Staff -- Regular step plus per diem compensation as provided for in Article 18 – Employment Year, Section 18.1.3.

## APPENDIX C

### INSURANCE

C.1 The Killingly Board of Education shall provide at its expense, except as provided for in paragraph C.3, the following insurance benefits:

C.1.1 High Deductible Health Plan/Health Savings Account (HSA) as outlined in Schedule A for employees and family with the following components:

- a. Century Preferred HDHP/HSA with a two thousand dollars (\$2,000)/four thousand dollars (\$4,000) annual deductible; with a cost share maximum of five thousand dollar (\$5,000) individual/ten thousand dollar (\$10,000) family; and an unlimited life time maximum.
- b. For each eligible full-time teacher, the Board will fund fifty percent (50%) of the applicable HDHP/HSA deductible amount. In the first and second year of the Agreement, the Board's contribution toward the HDHP/HSA deductible will be deposited into the HDHP/HSA accounts in or about July, and in the third year of the Agreement one-half (½) of the Board's contribution toward the HDHP/HSA deductible will be deposited into the HDHP/HSA accounts in or about July and the remaining half will be deposited in or about January. The parties acknowledge that the Board's contribution toward the funding of the HDHP/HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed teachers. The Board shall have no obligation to fund any portion of the HDHP/HSA deductible for retirees or other individuals upon their separation from employment. In the event that the HDHP/HSA plan is implemented after the calendar year has begun, the Board's contribution toward the deductible shall be pro-rated for that year.
- c. Following exhaustion of the applicable deductible, prescription drugs shall be subject to the following post-deductible co-payments:
  - (1) Public Sector 3-Tier Option 2 plan with a zero dollar (\$0) generic/fifteen dollar (\$15.00) formulary brand/thirty dollar (\$30.00) non-formulary and a two (2) times the foregoing co-pay for mail orders with an unlimited calendar year maximum.
  - (2) The retail prescription is a thirty (30) day supply and the mail order is a ninety (90) day supply.

C.1.2 Individual life insurance in the amount of twenty-five thousand dollars (\$25,000). Such policy shall contain an accidental death and dismemberment rider.

C.1.3 Full service family dental plan (Blue Cross or equal benefits plan).

C.1.4 The maximum age for dependent student eligibility is twenty-six (26) years.

C.2 In each case where the name of a particular company or a specific plan has been used in this Appendix, the intent is to indicate a general type of insurance and not to establish a relationship with one particular company or any specific plan. The Board of Education may provide such health insurance coverage, either through the carrier(s) listed in the Appendix, through alternate carriers, or through self insurance, either in whole or in part, provided that the overall level of benefits, when considered as a whole, remains substantially comparable to the overall level of benefits in effect immediately preceding any such change.

C.2.1 The Board shall inform the Association, in writing, of its intent to change insurance carriers at least thirty (30) days prior to the effective date of the change. In the event the Association does not agree that the new insurance plan offers comparable benefits, the Association shall so inform the Board, in writing, at least ten (10) days prior to the effective date of the change. The issue of whether the proposed insurance plan offers comparable insurance benefits shall be submitted to arbitration. The Arbitrator shall be mutually selected by the Board and the Association. Should the parties be unable to mutually select an Arbitrator, the matter shall be submitted to the American Arbitration Association which shall administrate the proceedings under its voluntary arbitration rules. The Arbitrator's decision shall be in writing and shall be final and binding, except as otherwise provided by law. There shall be no change in the insurance plan pending final agreement of the arbitrator's award.

### C.3 Premium Sharing

C.3.1 High Deductible Health Plan/Health Savings Account (HSA) -- The Board of Education will pay the following percentages of the allocation rates for the insurance set out in Section C.1.2 herein for individual and family coverage:

- a. Effective July 1, 2014, eighty-four percent (84%).
- b. Effective July 1, 2015, eighty-two and one-half percent (82.5%).
- c. Effective July 1, 2016, eighty-one and one-half percent (81.5%).

C.3.2 The teacher will pay his/her share of the premium by automatic payroll deductions. In this regard, to be eligible to receive such insurance benefits, each teacher must submit a wage deduction authorization permitting the Board to deduct such premium costs. Each teacher will be informed in writing prior to the first deduction of the premium cost. It is understood by the parties that the teacher premium share set forth herein provides for insurance coverage throughout the months of July and August of each year.

C.3.3 A teacher may forego or withdraw from such coverage rather than pay such additional costs. Reinstatement of such coverage shall be subject to insurance carrier rules and regulations.

C.4 The Board will adopt an Internal Revenue Code 125 Pre-Tax Premium Conversion Account for employee premium contributions. The Internal Revenue Code and its implementing regulations shall govern the administration of this plan.

C.5 Part time Teachers

C.5.1 Teachers who work fifty (50%) percent or more of a full time teacher's assignment shall be eligible to enroll themselves and their dependents in the insurance program set forth in Section C.1 of this Appendix. Such insurance shall be provided at the Board's expense subject to the premium cost sharing provisions of Section C.4.

C.5.2 Teachers who work less than fifty (50%) percent of a full time teacher's assignment shall be eligible to enroll themselves and their dependents in the insurance program set forth in Section C.1 of this Appendix. Such teacher shall pay the full cost of the insurance and the Board will have no responsibility to make a payment toward the premium cost for the insurance. In order to receive such insurance, the teacher must submit a wage deduction authorization permitting the Board to deduct the cost of the insurance.

**APPENDIX C**  
**SCHEDULE A**

**CENTURY PREFERRED HDHP/HSA \$2,000/\$4,000 ANNUAL DEDUCTIBLE**

**COST SHARE PROVISIONS**

|   | In-Network Member Pays                       | Out-of-Network Member Pays                           |
|---|--|--|
| Annual Deductible<br>(individual/aggregate family)  | \$2,000/\$4,000                              |  |
| Coinsurance   | 0% after deductible                          | 20% after deductible, up to co-insurance maximum     |
| Cost Share Maximum<br>(individual/aggregate family) | \$5,000/\$10,000                             |  |
| Lifetime Maximum                                    | Unlimited                                    | Unlimited  |
| Preventive Care                                     | Deductible not applicable                    | 20% after deductible, subject to co-insurance limits |
| Prescription Drug Coverage                          | After deductible is met--see Appendix C.1.1c |  |

**APPENDIX D**  
**EXTRA CURRICULAR STIPENDS**

D.1 Method of Payment

D.1.1 Payment for coaching positions shall be made by separate paycheck twice a season: mid-season and within two (2) weeks following completion of the regular season and in no case later than the last payday in June.

D.1.2 Payment for non-coaching extra-curricular positions shall be made by separate paycheck(s) twice a year during the first two (2) weeks in February and no later than the last payday in June.

D.1.3 Employees holding extra-curricular positions shall receive with their annual letters of appointment a W-4 form on which to indicate the rate at which their stipend is to be taxed. This form shall be returned with the letter of appointment. If no W-4 is returned, the stipends shall be taxed at the same rate as the employee's regular salary.

D.2 Extra Curricular Stipends

| <u>LEVEL</u> | <u>2014-2017</u> |
|--------------|------------------|
| Level 1      | \$7,439          |
| Level 2      | \$6,051          |
| Level 3      | \$4,845          |
| Level 4      | \$3,800          |
| Level 5      | \$3,078          |
| Level 6      | \$2,879          |
| Level 7      | \$2,556          |
| Level 8      | \$1,911          |
| Level 9      | \$1,100          |

D.3 Positions

LEVEL 1 High School Athletic Director  
 High School Band Director  
 High School Channel 22 Manager  
 System wide Math Coordinator

LEVEL 2 High School Student Activity Account - Financial Secretary

LEVEL 3 High School Head Boys' Basketball Coach

High School Head Girls' Basketball Coach  
High School Head Football Coach  
High School Head Wrestling Coach  
High School Student Activity Director

LEVEL 4 High School Head Baseball Coach  
High School Head Field Hockey Coach  
High School Head Boys' Soccer Coach  
High School Head Girls' Soccer Coach  
High School Head Softball Coach  
High School Head Boys' Track Coach  
High School Head Girls' Track Coach  
High School Technology Resource Teacher

LEVEL 5 High School Head Cross Country Coach  
High School Golf Coach  
High School Gymnastics Coach  
High School Tennis Coach (2)  
High School Indoor Track Coach  
High School Volleyball Coach  
High School Dramatics Director  
High School Senior Class Advisor  
High School Auditorium Technical Coordinator

LEVEL 6 High School Asst. Baseball Coach  
High School Asst. Boys' Basketball Coach  
High School Asst. Girls' Basketball Coach  
High School Asst. Field Hockey  
High School Asst. Football Coach (5)  
High School Asst. Soccer Coach  
High School Asst. Softball Coach  
High School Asst. Boys' Track Coach  
High School Asst. Girls' Track Coach  
High School Asst. Indoor Track Coach  
High School Asst. Wrestling Coach  
High School Choral Director  
High School Newspaper Advisor  
Middle School Athletic Director  
Middle School Technical Resource Teacher  
Elementary School Technical Resource Teacher

LEVEL 7 High School Band Assistant (2)  
High School Fall Head Cheerleading Coach  
High School Winter Head Cheerleading Coach  
High School Asst. Dramatics Director  
High School Junior Class Advisor



High School Asst. Volleyball Coach  
High School Head Yearbook Advisor  
Middle School Band Director  
Middle School Baseball Coach  
Middle School Basketball Coach (2)  
Middle School Cross Country Coach  
Middle School Intramural Advisor  
Middle School Soccer Coach (2)  
Middle School Softball Coach

LEVEL 8 High School National Honor Society Advisor  
High School Student Government Advisor  
High School Unified Sports Head Coach  
High School Asst. Yearbook Advisor  
Middle School Asst. Band Director  
Middle School Cheerleading Coach  
Middle School Choral Director  
Middle School Dramatics Director  
Middle School Newspaper Advisor  
Middle School Yearbook Advisor

LEVEL 9 High School Fall Cheerleading Choreographer  
High School Winter Cheerleading Choreographer  
High School Freshman Class Advisor  
High School Grade 9-10 Head Teacher  
High School SADD Advisor  
High School Sophomore Class Advisor  
High School Asst. Unified Sports Coach  
High School Vocational Club Advisor (4)  
Middle School Math Counts Advisor  
Middle School National Junior Honor Society Advisor  
Middle School Student Government Advisor  
Middle School Assistant Cross Country Coach

**SIGNATURE PAGE**

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, herein below:

**KILLINGLY BOARD OF EDUCATION**

BY: \_\_\_\_\_  
Alexis Rich, Chairperson

WITNESS:  
\_\_\_\_\_  
Kevin C. Farr, Superintendent of Schools

DATE: December \_\_\_\_\_, 2013

**KILLINGLY EDUCATION ASSOCIATION**

BY: \_\_\_\_\_  
Sara Schmidt, President

WITNESS:  
\_\_\_\_\_  
Julie Corden, Vice President

DATE: December \_\_\_\_\_, 2013

**Memorandum of Agreement**

The Killingly Board of Education and Killingly Education Association agree that prior to the next round of contract negotiations; the parties will discuss the possibility of establishing a wellness incentive. Such discussions will be completed by June 30, 2016.

Killingly Board of Education

Killingly Education Association

By: \_\_\_\_\_

By: \_\_\_\_\_

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