AGREEMENT

between the

NEW CANAAN BOARD OF EDUCATION

and the

NEW CANAAN EDUCATION ASSOCIATION

July 1, 2013 - June 30, 2016

11/1/12

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PREAMBLE

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This Agreement is reached by and between the New Canaan Board of Education (the "Board") and the New Canaan Education Association (the "Association") pursuant to Conn. Gen. Stat. §10-153d.

ARTICLE 1 RECOGNITION

The New Canaan Board of Education recognizes the New Canaan Education Association as the exclusive representative for purposes of collective bargaining under Conn. Gen. Stat. §10-153d of (1) certified employees of the New Canaan Board of Education in positions requiring certification, except those employees in positions requiring an intermediate administrator or supervisor certificate and whose administrative or supervisory duties shall equal fifty percent (50%) of their time, and any other employee excluded by law, and (2) of persons employed pursuant to durational shortage area permits (DSAPs).

ARTICLE 2 MANAGEMENT RIGHTS

Except as expressly provided otherwise by the terms of this Agreement, the administration of education policies, the operation of the schools, and the direction of the professional staff are vested exclusively in the Board acting by itself or through the Superintendent of Schools (hereinafter the Superintendent) or his/her assistants. Reference to the "Superintendent" in this Agreement shall mean the Superintendent or his/her designee.

ARTICLE 3 PERSONNEL FOLDERS

Basic information is to be retained in the folders of all members of the professional staff employed on salary schedule:

1. Copies of official records (transcripts, grade reports or placement folders), either in paper or mutually-agreed secure electronic format, which bear evidence of the degrees granted.

2. Written verification of previous experience. This need not be secured before the candidate is employed, but should be completed early in the first year of service in New Canaan.

3. If military service is recognized, there should be a photostat copy of the discharge or service record indicating length of service.

4. There should be a form upon which the teacher lists the courses submitted for additional credit on the salary schedule. This list should be backed up by transcripts to be held in the files as verification of these credits. This record should be complete before the salary change is approved.

5. At the time of employment, the amount of service credit given, the step on the salary schedule and the actual salary shall be noted on the application form.

6. Each certified employee, in accordance with Conn. Gen. Stat. § 10-151a, "shall be entitled to knowledge of, access to, and upon request, a copy of supervisory records and reports of competence, personal character, and efficiency maintained in his personnel file with reference to evaluation of his performance in such school district." If in the process of reviewing the contents of his/her personnel folders a teacher finds materials with which he/she disagrees, the teacher may ask that the matter be reviewed with an appropriate member of the administration. In lieu of resolving the matter (in contention) through this process the teacher may:

- a. file a grievance or,
- b. have a signed personal statement inserted in his/her personnel folder.

7. There shall be only one official personnel file per teacher to be kept in the Superintendent's office (Human Resources office).

Copies of any materials which address the teacher's conduct, service, or character will be forwarded to the teacher when they are placed in the personnel file.

ARTICLE 4 PHYSICAL EXAMINATION

A. New Employees

1

All new employees of the school system shall be required to submit a certificate of health (Form A) to the office of the Superintendent of Schools prior to the beginning of their actual employment. This examinatio is required for the protection of the health and welfare of the children in the school and no employee is exempt because of religious beliefs. The cost of this examination shall be borne by the individual.

B. Regular Employees

Employees may be required to submit an annual physical examination (Form A) at the request of the Board of Education or the Superintendent of Schools. The cost of this examination shall be borne by the Board of Education.

The cost of any treatment resulting from any examination of the above nature will not be the responsibility of the Board of Education except as such costs relate to the personnel insurance of the school system.

ARTICLE 5 ASSIGNMENT AND TRANSFER

A. Assignment

The Board of Education delegates to the Superintendent the responsibility for assigning staff to schools in accordance with their qualifications and the needs of the school system. This provision is designed to provide a means of arriving at decisions concerning the assignment and transfer of staff. The provision applies at the time of initial appointment and also when reassignment is required by the administration or requested by a staff member.

Full time positions will ordinarily be filled with full time teachers and the availability of these positions will be posted when they occur. Applicants from all sources will be accepted. Final selection will depend on certification, formal preparation and experience as they relate to the position.

Compensation for part-time teachers will be related to the actual teaching assignment. Part-time teachers will be expected to attend faculty meetings as well as major professional meetings of the school system. Part-time teachers may be required to attend full in-service day programs, and such part-time teachers who have a less than .5 assignment (or other part-time teachers who do not receive insurance benefits) shall receive their pro-rated per diem for that day. Part-time teachers shall have their annual sick days and special emergency/personal obligation days pro-rated to their percentage of full-time equivalent.

In scheduling, administrators shall make every effort to make teacher loads as equitable as possible. By October 1st a firm list of teacher loads shall be distributed to the Board of Education, the Administrative Council, and the NCEA. If inequities in teacher load exist within or among departments, the administration (at the direction of the Board of Education) and the NCEA will investigate causes and find satisfactory solutions.

When assigning students receiving special education services to mainstream classes, administrators should, to the extent possible, distribute those students equitably among the teachers within the grade level or department concerned.

B. <u>Transfer</u>

1

1. Voluntary Transfers

Staff members wishing to transfer shall submit a request in writing to the Superintendent prior to February 1st or at such time as positions become available. Transfers are not automatic upon request.

A list of open staff positions shall be posted on the district website. For positions which are established or become open during July and August, posting notices will be posted on the district's website. Positions shall not be filled until they have been so posted for at least one week.

Listings shall include:

- a. positions made available through sabbatical leave, maternity leave, or leave of absence
- b. open positions resulting from announcements of pending retirement and resignation
- c. new positions given preliminary approval by the Board.

During the summer, a minimum of one week will follow the posting of any new position or open positions before an appointment is made to such a position.

All other things being equal, present staff members will be given preference over candidates from outside the system.

Any candidate from within the system who is denied a position under this policy shall upon request to the appropriate administrator be given in writing the specific reason and/or reasons for not being appointed to the position in question.

2. Involuntary Transfer

Any involuntary transfer shall be made only after a meeting of the teacher involved, an Association representative and the Superintendent, at which time the teacher shall be notified of the reasons for the transfer. All transfers shall be capable of reasoned substantiation by the Superintendent or his/her designee.

Should the teacher object to such transfer, the dispute shall be resolved through the professional grievance procedure.

In the event the transfer of a teacher requires that the teacher teach a subject for which the teacher is certified but has no experience or has no recent experience, that teacher shall be required to take refresher courses prior to or concurrent with the transfer, and the Board will provide full tuition reimbursement for such courses.

C. Vacancy

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A vacancy is defined as an opening that results from the termination of a teacher's employment for whatever reason, the transfer of a teacher, or the creation of a new position. The following guidelines shall be employed in filling vacancies:

- Notices of vacancies shall be posted for a period of five school days for vacancies that occur during the school year. Notice of vacancies that occur while school is in recess shall be posted on the District website and shall be given to the Association and to any and all teachers who have requested in writing within the preceding twelve months that they be considered for the particular position vacancy. Recess vacancies shall not be filled until at least five business days after such notification has been mailed.
- 2. The posting and/or notification of vacancy shall include a statement of the qualifications for the position. Appointment to such vacancies shall be made by the Superintendent. Should a unit member be appointed to a vacancy, the Board reserves the right to defer implementation of the transfer to the next school year to minimize disruption of the educational program.

ARTICLE 6 STAFF REDUCTION/RETENTION

This policy is designed to provide a means of arriving at decisions concerning the reduction of staff made necessary as a result of (a) staff members returning from leave and/or (b) enrollment decline, and/or (c) program reduction, and/or (d) fiscal limitations. Unit members employed under a durational shortage area permit (DSAP) are employees-at-will and shall not be subject to the following procedure. When one or more of the above conditions results in a review of the school services, it is assumed that the retention of educational programs and the related staffing will remain in high priority in relation to other cost areas such as non-certified personnel, materials, and services provided in support of the educational program.

Determination of Reduction in Staff

· . /

| Phase 1. | Annual Review of Staffing Needs: | | |
|----------|--|--|--|
| | Identify at earliest possible date those staff members who are returning from authorized leaves and those leaving the school system by the end of the year (leaving, retiring, non-renewal of contract.) | | |
| | Identify schools, levels, and/or departments where unassigned staff will exist for the coming year as a result of enrollment decline, and/or fiscal limitations, and/or program reduction, and/or returning staff. | | |
| Phase 2. | Transfer: | | |
| | Transfers will be made in accordance with Article 5. | | |
| Phase 3. | Layoff of Probationary Staff: | | |
| | Non-tenured staff will be identified for layoff by the Superintendent. | | |
| Phase 4. | Relationship Between Tenured Staff and Probationary Staff: | | |
| | If after the completion of Phases 1, 2 and 3 tenured staff members are still unassigned, then tenured staff members shall replace non-tenured staff members, provided they are certified for the position. | | |
| Phase 5. | Tenured Staff: | | |
| | If Phases 1, 2, 3 and 4 do not accomplish the necessary staff changes, and decisions must be made between tenured staff members, the determination of which teacher(s) is (are) to be retained shall be on the basis of: | | |
| | 1. Certification | | |

- 2. Length of credited service
- 3. Kind of experience related to student and district needs

Reappointment:

If the contract of employment of a tenured teacher is terminated because of elimination of position, the name of that teacher shall be placed on a reappointment list and remain on such list for a period of not less than

one (1) year. It is the responsibility of each teacher on the reappointment list to keep their current address on file with the personnel office.

If a position becomes open during such a period, the teacher, if appropriately certified, shall be notified. The teacher shall have seven (7) days from the receipt of notice in which to apply for the position. Failure to apply shall remove such teacher from the reappointment list.

In the event of two (2) or more reappointment applications for a position, length of credited service and kind of experience related to student and district needs shall determine the applicant to fill the position. Failure to accept a position shall remove the applicant from the reappointment list.

The separation of a teacher pursuant to this procedure will not affect any fringe benefits earned and/or accumulated, or benefits to be earned and/or accumulated when reemployed, with the exception of salary schedule increments and years of service as applied to teachers' retirement.

The NCEA shall be notified of schools, level, and departments of unassigned staff and all full and fractional position eliminations.

ARTICLE 7 SUBSTITUTE TEACHERS AND HOMEBOUND INSTRUCTION

A. Coverage for Teacher Absences

It is expected that a teacher will notify the administration as soon as possible when he/she is going to be absent. In case a teacher is absent, all reasonable attempts shall be made to secure a substitute teacher. The principal or her/his representative will make every reasonable effort to avoid asking staff members to give up their planning period to substitute for another teacher.

B. Extended Coverage

. . .

Long term substitutes will be placed at the BA minimum salary only after completion of forty (40) consecutive days of service in the same assignment. They will not be eligible for the medical insurance program.

After forty (40) days in the same assignment, a long term substitute with appropriate certification will be paid at least at the BA minimum salary retroactive to the first day of service. The Superintendent may approve a market rate adjustment in individual cases, which shall not exceed the regular step and track placement for the teacher in the position.

Retired teachers with twenty or more years of service in the New Canaan Public Schools who are hired as long-term substitutes shall be eligible for medical insurance benefits as if they were active teachers.

C. Homebound Instruction

The rate of pay for homebound instruction of an individual student shall be \$56.00 per hour during the 2013-14 school year, \$57.00 per hour during the 2014-15 school year, and \$58.00 per hour during the 2015-16

school year. Homebound instruction of two or more individuals will be at the rate of \$66.00 per hour during the 2013-14 school year, \$67.00 per hour during the 2014-15 school year, and \$68.00 per hour during the 2015-16 school year

Mileage costs will be reimbursed at the rate approved by the Internal Revenue Service.

ARTICLE 8 SALARY GUIDES

A. <u>Teachers' Salaries</u>

1 . 1

Annual teachers' salaries and other conditions of employment shall be arrived at as provided for in the most recent Connecticut Statutes.

The Board of Education reserves the right to determine the school calendar, the length of the school year and the length of the school day including the starting and ending time of the work day for teachers and administrators. Should there be a change in the teaching day or year during a year for which the working conditions have already been determined through prior negotiations, the Board will agree to renegotiate compensation with the understanding that, if the two parties fail to agree, the issue will be submitted to binding arbitration. The existing teacher year is defined as follows:

182 instructional plus 4 non-instructional plus 1 staff opening day = 187 days.

Teachers new to the New Canaan Public Schools may be required to attend up to four (4) orientation days as part of their basic work year responsibilities. The Board shall retain the right to add a fifth orientation day to be paid at the curriculum rate.

Teachers who have been awarded a Ph.D. or Ed.D. will receive an annual salary differential payment of \$1,000.

Teachers with more than 15 years of credited service on the salary schedule shall receive additional stipends according to the following schedule based on years of experience:

| Years | 16-20 | \$500 |
|-------|-------|-------|
| Years | 21-25 | \$600 |
| Years | 26-30 | \$700 |
| Years | 31-35 | \$800 |
| Years | 35+ | \$900 |

No teacher shall receive a longevity payment in any year in which the teacher receives an increment.

B. Schedule for Department Chairperson & Leadership Positions

I. The following schedule for all Leadership positions establishes interrelationships among positions and relates the salaries paid to the basic salary schedule. The plan provides for:

- A. A premium for additional responsibility tied to the first step of the salary schedule.
- B. Provision for salary adjustment as job descriptions change.

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C. Differentiated pay premium related to the first step of the salary schedule in the following manner:

| Ratio on Base | Position |
|---------------|---|
| 15% | Dept. Chairs and Middle School Instr. Leaders (9-15) |
| 15% | All Newly Appointed Dept. Chairs and Middle School Instr. Leaders |
| 14% | Dept. Chairs and Middle School Instr. Leaders (6-8) |
| 13-17% | District Coordinators |
| 13% | Dept. Chairs and Middle School Instr. Leaders (0-5) |
| 9% | Professional Development Team Members |
| 9% | Elementary Instructional Team Leader |

Job descriptions for all Leadership positions are appended to the policy book. All job descriptions and performance of the incumbents must be evaluated every two years.

If a Leadership position is redefined, the pay premium shall be renegotiated.

Assistant Department Chairpersons, when authorized, will be paid a differential equal to 50% of the Department Chairperson.

II) Instructional Leaders and Coordinators

As the Board creates and/or modifies Coordinator positions from time to time, the salary and release time schedule for such positions shall be negotiated between the Board and the Association.

Instructional Leadership positions shall be posted annually. All applications are voluntary. If there are more than two applicants for a position, all applicants shall be interviewed.

Full-time New Canaan Teachers with at least two (2) years experience in New Canaan shall be eligible to apply.

In the event a position is not filled, the NCEA will be notified to work with the administration on alternatives.

Release time may be requested by the Instructional Leaders for special projects, subject to the approval of the Principal and Assistant Superintendent.

| 2013-2014 SALA | RY SCHEDULE |
|----------------|--------------------|
|----------------|--------------------|

| | I | II Required: 30 semester | III | IV |
|--------|--------------|--|-------------------------|-------------------------|
| STEPS | BA DEGREE | hours certification & a M.A. degree | BA +60 M.A. required | BA +90 M.A. required |
| 1 | | | | |
| 2 | | | | |
| 3 | 47,190 | 51,594 | 55,998 | 60,402 |
| 4 | 49,964 | 54,488 | 59,012 | 63,534 |
| 5 | 52,760 | 57,402 | 62,044 | 66,686 |
| 6 7 | 55,566 | 60,330 | 65,094 | 69,856 |
| 7 | 58,394 | 63,276 | 68,162 | 73,044 |
| 8 9 | 61,234 | 66,242 | 71,246 | 76,250 |
| 9 | 64,094 | 69,220 | 74,350 | 79,476 |
| 10 | 66,968 | 72,220 | 77,468 | 82,720 |
| 11 | 73,457 | 75,232 | 80,604 | 85,978 |
| 12 | | 78,262 | 83,762 | 89,260 |
| 13 | | 81,312 | 86,934 | 92,556 |
| 14 | | 84,376 | 90,124 | 95,872 |
| 15 | | 87,458 | 93,334 | 99,208 |
| 16 | | 90,652 | 96,656 | 102,658 |
| 17 | | 99,436 | 106,019 | 112,603 |

Individuals qualifying for movement from the BA track shall advance one step in the year following such qualification, and individuals qualifying for movement over two columns in one year will be advanced one column in the first year of qualification and will be given full recognition in the following year.

Except when negotiated otherwise, all increments will be granted automatically unless an unsatisfactory evaluation has been earned.

For the 2013-2014 school year, eligible staff will advance one step on July 1, 2013.

2014-2015 SALARY SCHEDULE

| | I | II Required: 30 semester | III | IV |
|--------|--------------|--|-------------------------|-------------------------|
| STEPS | BA DEGREE | hours certification & a M.A. degree | BA +60 M.A. required | BA +90 M.A. required |
| 1 | | | ~ | |
| 2 | | | | |
| 3 | 47,709 | 52,162 | 56,614 | 61,066 |
| 4 5 | 50,514 | 55,087 | 59,661 | 64,233 |
| 5 | 53,340 | 58,033 | 62,726 | 67,420 |
| 6 7 | 56,177 | 60,994 | 65,810 | 70,624 |
| 7 | 59,036 | 63,972 | 68,912 | 73,847 |
| 8 | 61,908 | 66,971 | 72,030 | 77,089 |
| 9 | 64,799 | 69,981 | 75,168 | 80,350 |
| 10 | 67,705 | 73,014 | 78,320 | 83,630 |
| 11 | 74,265 | 76,060 | 81,491 | 86,924 |
| 12 | | 79,123 | 84,683 | 90,242 |
| 13 | | 82,206 | 87,890 | 93,574 |
| 14 | | 85,304 | 91,115 | 96,927 |
| 15 | | 88,420 | 94,361 | 100,299 |
| 16 | | 91,649 | 97,719 | 103,787 |
| 17 | | 100,530 | 107,185 | 113,841 |

Individuals qualifying for movement from the BA track shall advance one step in the year following such qualification, and individuals qualifying for movement over two columns in one year will be advanced one column in the first year of qualification and will be given full recognition in the following year.

Except when negotiated otherwise, all increments will be granted automatically unless an unsatisfactory evaluation has been earned.

For the 2014-2015 school year, staff will remain at their 2013-2014 step until January 1, 2015, when eligible staff will advance one step. Salary payments shall be prorated accordingly.

2015-2016 SALARY SCHEDULE

| | Ι | II Required: 30 semester | ш | IV |
|-------------|--------------|--|-------------------------|-------------------------|
| STEPS | BA DEGREE | hours certification & a M.A. degree | BA +60 M.A. required | BA +90 M.A. required |
| 1 | | | | |
| 2 | | | | |
| 2 3 | 48,234 | 52,735 | 57,237 | 61,738 |
| 4 | 51,069 | 55,693 | 60,317 | 64,939 |
| 5 | 53,927 | 58,672 | 63,416 | 68,161 |
| 6 | 56,795 | 61,665 | 66,534 | 71,401 |
| 7 | 59,686 | 64,676 | 69,670 | 74,660 |
| 7 8 9 | 62,589 | 67,707 | 72,822 | 77,937 |
| 9 | 65,512 | 70,751 | 75,995 | 81,234 |
| 10 | 68,449 | 73,818 | 79,182 | 84,550 |
| 11 | 75,082 | 76,896 | 82,387 | 87,880 |
| 12 | | 79,993 | 85,615 | 91,235 |
| 13 | | 83,111 | 88,857 | 94,603 |
| 14 | | 86,242 | 92,118 | 97,993 |
| 15 | | 89,393 | 95,399 | 101,403 |
| 16 | | 92,657 | 98,794 | 104,929 |
| 17 | | 101,636 | 108,364 | 115,094 |

Individuals qualifying for movement from the BA track shall advance one step in the year following such qualification, and individuals qualifying for movement over two columns in one year will be advanced one column in the first year of qualification and will be given full recognition in the following year.

Except when negotiated otherwise, all increments will be granted automatically unless an unsatisfactory evaluation has been earned.

For the 2015-2016 school year, there shall be no step movement. Staff will remain at their step as of January 1, 2015.

ARTICLE 9 PLACEMENT ON THE SALARY SCHEDULE

A. Initial Placement on Salary Schedule

At the time of initial employment the guiding facts in placement on the salary schedule shall be as follows:

1. Official transcripts, official placement papers, photostats of diplomas and similar official documents can verify degrees and credit hours. Official transcripts are expected under normal circumstances.

2. Up to ten years of prior public school contract teaching experience shall be credited year for year on the salary schedule. For areas of shortage as identified by the Commissioner of Education or by the Superintendent, the Superintendent may credit additional years of credit for actual experience, provided that all unit members hired in the same shortage subject area in the same school year shall receive the same additional credit, if earned. Verification of employment is required.

3. Evaluation of related educational, military, and/or employment experience may be credited as determined by the Superintendent or his or her designee after review of such experience, which may include long-term substitute experience.

B. Advancement on Salary Schedule

Except as provided below, advancement to the next step on a salary schedule is automatic if a satisfactory rating is maintained. Step movement shall occur at the beginning of each year or as otherwise negotiated. Teachers shall move one step if they have actually worked on the previous step at least 91 school days in the prior school year in a position that is FTE .5 or greater. Such teachers in assignments less than .5 FTE shall move one step every two years or as otherwise negotiated, subject to the same requirement for 91 days of service.

C. All procedures relating to appointment, probationary status, continuing contract status, and dismissal are subject to the requirements of Section 10-151 of the State Statutes. Except for a proceeding required under Section 10-151 of the State Statutes, any written reprimand, suspension, or reduction in pay shall be subject to just cause.

D. <u>Reclassification Provisions</u>

1. Staff members may qualify for Column II on the salary schedule by completing 30 semester hours, a Masters Degree, and achieving certification other than Temporary Emergency Permit.

2. Staff members may qualify for Column III on the salary schedule by meeting the requirements for Column II and completing sixty semester hours subsequent to the B.A. degree.

3. Staff members may qualify for Column IV on the salary schedule by meeting the requirements stated above (A and B) and completing ninety semester hours subsequent to the B.A. degree. School psychologists must meet certification requirements in order to qualify for Column IV.

4. Changes in status from column to column (II, III, IV) shall be made only at the beginning of the school year (approximately September 1) at which time the individual concerned shall advance one step. While notification of intention to secure advanced status is needed for advanced status, the change will only be made when the official records have been received by the Central Office. Indication of reclassification will be requested by the Central Office in October of the year preceding the column shift. A reminder will be sent to all staff prior to the deadline of all reclassification requests. December 1 is the deadline of all reclassification requests. Teachers who do not submit a reclassification form by this date will not be granted reclassification until the school year after the following school year (e.g. reclassification form submitted in February 2004 will result in reclassification first being implemented in the 2005-2006 school year). (Note: Those individuals who are presently on the 10th step of the B.A. scale and who will qualify for column II will be placed on step 12 if they have 11 or more years of experience. Full recognition for experience will be received in the following year. Also, individuals qualifying for movement over two columns in one year will be advanced one column in the first year of qualification and will be given full recognition in the subsequent year.

5. Salary track reclassification under this Section D is subject to the standards and procedures set out in Article 19.

E. Other Salary Provisions

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1. Compensation for extra responsibilities over and above the salary schedule for teachers (exclusive of those on ratio schedules) shall be recorded on separate written agreements and paid in a lump sum at the end of the period of responsibility.

2. Should circumstances arise which require an individual to work beyond the period of time called for in his individual contract, no adjustment of time nor compensation can be made without the recommendation of the responsible building administrator, prior approval by the Superintendent, and subject to the prior review by the Board of Education. Members of the professional staff who work beyond the regular school year shall be paid for each day they work at their per diem rate based on their annual salary.

3. Special curriculum study and development projects during the summer shall be compensated at per diem, but not to exceed \$227 per day during the 2013-14 fiscal year, \$229 per day during the 2014-15 fiscal year, and \$232 per day during the 2015-16 fiscal year.

4. Compensation for workshops shall be paid as follows:

a. In-service/Regular Day Workshops. Staff authorized by the Deputy Superintendent of Instruction to conduct teacher workshops are paid at the rate of \$50.00 per hour (X the workshop time) as compensation for preparation time necessary to organize for the workshop. (Example: A staff member presenting a two-hour workshop would be paid \$100.00 for the preparation time for the workshop).

b. After-school Workshop. Staff members authorized to present after-school workshops are paid at the rate of \$100.00 per hour. This compensation breaks down to \$50.00 for presentation and \$50.00 per hour for preparation time.

c. Repeat Workshop. Staff members who are scheduled to repeat a workshop will be compensated at the rate of \$50.00 per hour and will not be paid for preparation time.

ARTICLE 10 NEW AND REDEFINED STAFF POSITIONS

A. Implementation

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The Board is responsible for any significant change in an existing staff position description or creation of a new staff position during the school year. It delegates to the Superintendent the responsibility for development of a meaningful description of a new or redefined position and for evaluation and recommendation of the type of compensation and length of contract for that position.

If the Board creates a new or redefined position (for which no existing salary schedule nor ratio exists) it will then set in motion the normal procedures for notifying the staff of the opening and filling the position. Such positions will not be filled until compensation has been agreed upon by the NCEA and the Board.

Because of the special nature and difficulty of these assignments, they will be made for definite time periods, and both the incumbent and his administrative supervisor will be held responsible for the degree of accomplishment of the project. Less than projected results for a project cannot affect a teacher's official performance rating since that is based upon his "tenure" position.

B. Methods of Compensation

Salaries and conditions of employment shall be arrived at according to the most recent Connecticut statutes.

It is desirable that most additional compensation systems relate to the basic salary scale in some way.

ARTICLE 11 GUIDELINES FOR THE USE OF AIDES

The use of supervisory aides shall be a part of the staffing plan within the school. Aides shall always work under the direction of an administrator or other certified personnel.

Aides shall be used for noon playground supervision at the elementary level, bus supervision at the elementary and middle school levels, and dining hall supervision at the middle school and senior high levels. For one semester each year, each teacher may be required to participate in duty assignments, including hall duty, playground duty, recess, cafeteria duty, auditorium duty, bus duty, in-school suspension, computer lab, and/or study hall, as assigned by the building principal. At the middle and high school levels, said duty assignments shall be no more than the equivalent of one period per day. At the elementary level, said duty

assignments shall be for no more than one hundred twenty-five minutes per week. Duties shall be prorated for part-time. Duties shall be distributed equitably at each school.

ARTICLE 12 INSURANCE AND MEDICAL BENEFIT PROGRAM

A. The New Canaan Board of Education shall pay 90% of the premium for the life insurance policy.

B. Starting July 1, 2013, the Board shall offer a High Deductible Health Plan ("HDHP") with a Health Savings Account ("HSA") option as the base health insurance plan for teachers. The Board shall offer a HDHP with a Health Reimbursement Account ("HRA") option, with the same plan terms as the HDHP/HSA plan, as the base health insurance plan for teachers who are not eligible to participate in a HSA. Employees participating in the HRA option shall be eligible to roll over unused funds in their HRA account from year to year, but the HRA account balance shall not exceed the deductible amount under any circumstances. If the Board's contribution to an employee's HRA account would cause the account balance to exceed the deductible amount, the Board's contribution shall be reduced to ensure that the account balance does not exceed the deductible amount.

Effective July 1, 2013, the HDHP Plan shall include the following design features:

- a. The Board shall fund 50 percent (50%) of the applicable deductible; such funding shall be provided during the first week of the plan year;
- b. In-Network Co-insurance: 100 percent (100%);
- c. Out-of Network Co-insurance: 80 percent (80%);
- d. Single Coverage Deductible: \$2,000;
- e. Single Coverage Out of Pocket Maximums: \$2,000 (In-Network)/\$4,000 (Out-of-Network);
- f. Employee +1 or Family Coverage Deductible: \$4,000;
- g. Employee +1 or Family Coverage Out of Pocket Maximums: \$4,000 (In-Network)/\$8,000 (Outof-Network); and
- h. Basic vision rider. The cost of the vision plan rate to the Board shall not exceed \$10 per employee/month. Any costs in excess of this maximum rate shall be paid by the Employee.

Effective July 1, 2015, the HDHP Plan shall include the following plan design changes:

- a. Single Coverage Out of Pocket Maximums: \$3,000 (In-Network)/\$5,000 (Out-of-Network);
- b. Employee +1 or Family Coverage Out of Pocket Maximums: \$6,000 (In-Network)/\$10,000 (Out-of-Network); and
- c. Prescription drug co-pay after deductible met: \$5/\$25/\$40 (30 day supply) up to applicable Out of Pocket Maximum for coverage type selected.

The following premium cost shares shall apply to the HDHP policy:

Premium Contribution 2013-2014

The New Canaan Board of Education shall pay 84% and the Employee shall pay 16% of the premium for the HDHP health insurance policy for 2013-2014.

Premium Contribution 2014-2015

The New Canaan Board of Education shall pay 83% and the Employee shall pay 17% of the premium for the HDHP health insurance policy for 2014-2015.

Premium Contribution 2015-2016

The New Canaan Board of Education shall pay 82% and the Employee shall pay 18% of the premium for the HDHP health insurance policy for 2015-2016.

C. For the 2013-2014, 2014-2015 and 2015-2016 plan years, teachers shall have the option of electing to participate in a Traditional PPO health insurance plan offered by the Board. For teachers electing to participate in the Traditional PPO Plan, the Board will contribute the total amount (including its contribution to the deductible) that it would otherwise have paid on behalf of the employee if he/she participated in the HDHP (with either the HSA or HRA options), and the employee shall pay the remaining plan cost.

The PPO plan design shall be implemented in accordance with the attached Appendix B. The PPO health insurance policy shall have the following plan design changes effective July 1, 2013.

- a. Primary Care Physician Office Visits: \$30 copayment.
- b. Specialist Office Visits: \$30 copayment.
- c. Inpatient Hospital Facility Services: \$300 copayment.

D. For any teacher hired for the 1989-90 academic year or thereafter at a part-time teaching position which is a full time equivalent of less than .5, the Board shall not make any contribution to the health insurance program. However, the teachers hired may participate in the health insurance program at the same group rate at

their own expense. All teachers employed prior to the 1989-90 academic year will continue to participate at the contribution levels set forth above, even if their full time equivalent positions are reduced below the .5 level.

E. Premium cost-sharing for dental insurance shall be the same as the base health insurance plan.

F. Opportunities to enroll in the tax sheltered annuity programs will be open in September and January each year.

G. Retired staff members who are not eligible for Medicare are eligible to remain in the District's selfinsured health (medical and dental) plan which is currently administered by CIGNA but not the Life Insurance portion of the Group Insurance Plan.

All Medicare-eligible retirees must exit the plan (TRB plan is available).

Additional Provisions for Retired Staff:

- 1. Minimum age: 55
- 2. At age 65, participants who are eligible must enroll in Medicare Plan B.
- 3. Those retirees who are eligible for Social Security must also enroll in Medicare Plan A.
- 4. The Board contribution for premium for teachers who retire due to disability will be 63.75%.
- 5. For any teacher hired for the 1989-90 academic year and thereafter, upon retirement, there will be no Board contribution toward the insurance premium for retired staff. However, such persons upon retirement shall have the right to participate in the insurance program by paying premiums at the same rate as provided for active employees.

For staff members with at least fifteen years of credited service who retire on or after September 1, 1993 (except those excluded under paragraph 6 above), the Board of Education will make an annual payment of \$2000 for the purchase of insurance up to age 65.

H. The Board of Education will pay a fee of up to \$20 per member toward the administrative costs of a flexible spending account.

I. <u>SCHEDULE OF BENEFITS</u>

NEW CANAAN BOARD OF EDUCATION - GROUP POLICY 24648

Teachers' Life Insurance\$100,000 Teachers' AD&D.....\$100,000

Income Continuation Plan...60% of salary to maximum of \$3,500 per month

J. Teachers and Dependents

The parties agree that employees who would have been eligible for paid insurance benefits during July and August of any year when there was a September 1 contract expiration date shall continue to be eligible for such benefits during July and August.

K. State Mandated Minimums

All state mandated minimum insurance coverages for indemnity plans shall be included in the medical benefit program.

L. Qualifying Life Events

Changes in coverage for employees and dependents may require proof of insurability unless there is a qualifying life event. Qualifying life events include marriage or divorce, birth or adoption of a child, death of the employee's spouse or other dependent, or termination of the employment of the spouse or termination of the medical/hospital benefits of the spouse.

M. Change in Carriers

After consultation with the Association, the Board reserves the right to change insurance carriers/administrators so long as such change results in employees retaining coverage, benefits and service substantially equal to those provided for in this Article. Network equivalence shall not be a factor in considering substantial equivalence in coverage and benefits, provided that there is no disruption of physicians of greater than fifteen percent (by visit).

N. Cost Containment Committee

The parties agree to form a cost containment committee, which shall meet no fewer than two times and which shall review health insurance costs with the implementation of the HDHP, and discuss whether, because of those cost results, the plan design should be changed by mutual agreement, as well as the possibility of alternative benefit providers.

ARTICLE 13 EXTRA COMPENSATORY DUTIES

- A. All appointments to extra-compensatory duties are of one year duration and are reopened on an annual basis.
- B. There is no limit to the number of years an individual may be reappointed to the same assignment.
- C. Employees of the school system are given preference, assuming that all other qualifications are equal.

D. Positions are posted in the following manner:

- 1. All approved positions for the next school year are posted annually on or around May 1. The establishment and elimination of all positions are subject to approval by the Board of Education.
- 2. Applications should be made in writing to the principal directly responsible, prior to the end of the school year.
- 3. Each applicant is entitled to receive an interview with the principal or his designated representative.
- 4. Appointments should be recommended to the Superintendent prior to the beginning of the school year unless no qualified candidates have been found. In this case, these positions will be filled as soon thereafter as possible.
- 5. Applicants should be informed of their status prior to the end of the school year. If a position is left unfilled, candidates will, upon request, be informed of the reasons. For example: the administration may decide to leave an extra-compensatory position unfilled until the employment process for the coming year has been completed. The administration can reject all applicants and fill the position with a new staff member.
- 6. In the event the applicant is not appointed, he/she will receive the reasons upon request.

E. <u>Review Procedures</u>

- 1. If an extra-compensatory position is proposed or proposed to be significantly modified, the new or changed position shall be defined by the staff member(s) involved, the department chairperson, or the Principal in terms of the hours involved, number of students involved, talent or training required, and any difficulties or hazards peculiar to the position.
- 2. With the approval of the Principal, the request is referred to the Superintendent of Schools. Absent the Principal's response within seven calendar days, an individual staff member may refer his/her request to the Superintendent for consideration.
- 3. With the approval of the Superintendent, the request is referred to the Board of Education for approval.
- 4. After approval of the position by the Board of Education, the classification of new or changed positions shall be subject to negotiation between the parties. The Superintendent or his/her designee shall propose an appropriate classification of the new or changed position to the association.
- 5. The final decision regarding the classification of the new or changed position shall be forwarded to the Board of Education for final approval and funding.

F. The base for calculating stipends for extra compensatory positions shall be \$46,861 for 2013-2014, which shall increase to \$47,376 for 2014-2015 and \$47,897 for 2015-2016. Accordingly, extra compensatory positions shall receive stipends as follows:

| <u>Class</u> | 2013-2014 | 2014-2015 | 2015-2016 |
|--------------|-----------|-----------|-----------|
| 10 | \$9,372 | \$9,475 | \$9,579 |
| 9 | \$8,435 | \$8,528 | \$8,621 |
| 8 | \$7,498 | \$7,580 | \$7,664 |
| 7 | \$6,561 | \$6,633 | \$6,706 |
| 6 | \$5,623 | \$5,685 | \$5,748 |
| 5 | \$4,686 | \$4,738 | \$4,790 |
| 4 | \$3,749 | \$3,790 | \$3,832 |
| 3 | \$2,812 | \$2,843 | \$2,874 |
| 2 | \$1,874 | \$1,895 | \$1,916 |
| 1 | \$937 | \$948 | \$958 |

The Board will authorize the creation of three stipends at each elementary school, and for compensation purposes, such stipends shall be in Class 2. Equivalent stipends may be established (e.g. six stipends in Class 1). The stipended activities shall be determined by the Principal of each elementary school in consultation with the faculty of that school.

- G. Payment is made after the end of the activity on or about November 15, March 15, or June 15. Appointees to year-long positions may elect partial payment (November, March, June) upon appointment. Co-sponsors are each paid one-half of the compensation for the position. Appropriate deductions will be made in accordance with state and federal law.
- H. The classification for each position is determined through negotiations subject to approval and funding by the Board of Education.

I. <u>Extra-Compensatory Positions:</u>

4

See Appendix B. In addition, the Board will authorize the creation of three stipends at each elementary school, and for compensation purposes, such stipends shall be in Class II. Equivalent stipends may be established (*e.g.*, six stipends in Class I). The stipended activities shall be determined by the Principal of each elementary school in consultation with the faculty of that school.

ARTICLE 14 DEPARTMENT CHAIRPERSONS

A. Method of Selection of Chairperson and Assistant Chairperson

The central personnel office of the system will publish the names of all qualified members of each department and interested teachers shall request consideration in writing.

The responsible administrator interviews the teachers who have expressed interest and makes a recommendation to the Superintendent.

The Superintendent of Schools:

- 1. accepts the recommendation, or
- 2. rejects the recommendation in which case the responsible administrator will make another selection and recommendation.

Administrators responsible for departments and their chairpersons shall be designated by the Superintendent, as the administrative structure may change from time to time.

Department Chairperson and Assistant Chairperson positions shall be posted at the conclusion of the two year term or otherwise when vacancies arise. All applications are voluntary. If there are two or more applicants for a position, all applicants shall be interviewed. After the conclusion of interviews, the responsible administrator shall make a recommendation and the Superintendent shall make appointments to such positions as set forth above.

In the event a position is not filled, the NCEA will be notified to work with the administration on alternatives. Should a vacancy occur during a term of service, an interim administrative appointment will be made to complete the term of office.

- B. Qualifications for Department Chairperson
 - a. Those appointed must have the necessary academic background to effectively assume the duties and responsibilities of the positions.
 - b. Candidates must have at least four years of teaching experience in New Canaan or be tenured in New Canaan and present evidence of successful department leadership in another school system.
 - c. Candidates must demonstrate successful teaching performance (e.g. may not be on a program of support).
 - d. Only those who teach and remain classroom teachers at least 0.4 in the department are eligible to be appointed and to retain the Chairmanship of the department. If, for any reason during their two year department chairmanship tenure, their teaching assignment with the department falls below 0.4, they shall automatically forfeit their department chairmanship roles and a new appointment would follow.

C. <u>Term of Office</u>

Those appointed to departmental leadership roles shall serve for a period of two years, at which time positions will be reopened. There is no limitation on the number of two-year terms one individual may

serve. The selection shall be made on or about May 30 and the term of office shall begin at the end of June.

D. Compensation and Release Time

Extra compensation above the basic salary schedule is paid to Department Chairpersons. All new Department Chairpersons shall receive 15% of the BA Step One. All current Department Chairpersons are red circled at their current percentages.

The following shall serve as an approximate guideline in the assignment of Chairpersons.

of Teachers:

| 0-5 | No home room or supervision administration |
|----------|--|
| 6-10 | 1 period release time for supervision and |
| 10+ more | 2 periods release time for supervision and administration. |

Release time may be requested by Instructional Leadership Teams for special projects, subject to the approval of the Principal and Assistant Superintendent.

E. <u>Contract Conditions</u>:

Length of contract

10 months 13%-15% of base salary

Changes or modifications of the above are determined through negotiations between the NCEA and Board of Education.

NOTE: Incumbent department heads at 16% or 17% will continue to receive stipends at that level.

F. Periodic Evaluation

The above procedure may be subject to complete review by the Board of Education, administration and staff every three years.

G. Should the Board reorganize district leadership positions, the provisions of this Article and/or Article 8(B) shall be subject to negotiations under Conn. Gen. State. Section 10-153f(e) at the written request of either party.

ARTICLE 15 DUES DEDUCTION AND SERVICE FEE DEDUCTION

1. Conditions of Continued Employment

All teachers employed by the New Canaan 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 informally required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.

2. <u>Deductions</u>

The New Canaan Board of Education agrees to deduct from each teacher an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the deduction from each paycheck shall be equal to the total Association membership dues or service fee divided by the number of paychecks from and including the last paycheck in September through and including the last paycheck in May. The amount of Association membership dues and service fee shall be certified by the Association to the Board of Education prior to the opening of school each year.

3. Subsequent Employment

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

4. Forwarding of Monies

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

5. <u>Lists</u>

No later than the first paycheck in October of each school year, the Board of Education shall provide the Association with a list of 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.

6. Reference to Association

The singular reference to the "Association" herein shall be interpreted as referring to the New Canaan Education Association, the Connecticut Education Association, and the National Education Association.

7. Indemnity

The Association agrees to indemnify and hold the Board harmless from any claim or lawsuit arising from the Board's fulfillment of its obligations under this provision. The Board agrees that the Association shall assume the exclusive legal defense of any such claim or lawsuit. In assuming such defense on the Board's behalf, the Association will hire and compensate legal counsel. Legal counsel hired by the Association shall confer with the Board or its representatives concerning the defense of claims and lawsuits against the Board. The Association shall not agree to any compromise or settle any claim or lawsuit without the Board's approval.

ARTICLE 16 RETIREMENT SUPPLEMENT

Professional staff employed before July 1, 2013 who retire with 10 years service in New Canaan and who have reached age 55 or who have 35 years of credited service are eligible for a retirement supplement payment of \$3,500 for three years. The Board of Education has the option of paying the total amount of \$10,500 in the first year of retirement. To be eligible for this payment in the first year of retirement, staff members retiring at the end of a school year must provide written notification of retirement by April 1st. Failure to provide such notification shall result in the such payments commencing one year later.

ARTICLE 17 TERMINAL PAY

Upon the death of a regular, certified employee of the Board of Education, payment shall be made to the designated beneficiary of said member for all accumulated sick leave by the following formula: accumulated sick leave divided by 185 days, multiplied by annual salary.

In the unforeseen event that the Board of Education is unable to pay the total amount in the current fiscal year, partial payment will be made, with the remainder to be paid in the next fiscal year at a time designated by the beneficiary.

ARTICLE 18 FIELD TRIPS

For overnight field trips teachers shall submit in advance personal expenses up to a maximum of \$70.00. These expenses shall be included in the total cost of the field trip to be financed by the sponsoring organization.

Teachers shall have the option of requesting payment of \$60.00 per day for any field trip that takes place when school is not in session. (Trips to foreign countries will be excluded.)

ARTICLE 19 RECLASSIFICATION AND TUITION REIMBURSEMENT

Credit and Reimbursement for University Courses and Professionally Related Activities Applicable to <u>Reclassification on the Salary Schedule</u> (i.e., shifting columns on the salary schedule, for procedures see Article 9)

A. General Requirements

Thirty credited graduate semester hours are needed to advance from one column of the salary schedule to another (plus an M.A. for column II). All such credits must be granted by an accredited college or university, as shown on its official transcript.

B. University Graduate Credit*

The Board of Education will sanction for credit toward advancement on the salary schedule (moving from one column of the schedule to another) for graduate university courses taken:

1. <u>Toward an advanced degree</u>

(Definition: Course approved by the teacher's university or college advisor as a part of a planned program leading to an advanced degree which meets academic and/or state certification requirements for a particular position within the field of public education, i.e, reading teacher, guidance counselor, administrator, etc.)

or,

2. In the teacher's area of specialization

(Definition: Courses which are directly related to the individual's specific assignment in the New Canaan Schools.)

-- For elementary school classroom teachers the creditable fields of study will be language arts (the teaching of reading, writing and appropriate levels of literature), mathematics, the social sciences, science, art and music (but art and music courses cannot be appreciation courses and combined credit in art and music courses is limited to 3 semester hours per year).

-- For elementary special subject teachers (art, science, physical education, reading, music, and technology/media) and for secondary school teachers and the creditable areas of study will be those directly related to the subject area(s) taught (including interdisciplinary studies).

-- Human relations: courses dealing with areas such as personal growth and development, selfawareness, interpersonal relations, and general teaching techniques (limit of 3 semester hours per year).

3. At an approved institution

(Definition: For the purposes of this policy it is assumed that courses considered for credit and reimbursement will be taught by members of a faculty of an accredited (by the appropriate regional accrediting association) college or university and that credit received will be granted by that institution. Visiting professors shall be considered part of a faculty.)

4. As noted in the General Requirements, all credits must be granted by an accredited college or university as reflected on its official transcript.

* Undergraduate credit may be claimed when such credit is necessary to meet certification requirements, subject to approval by the Superintendent.

C. Professionally Related Activities for Which No University Graduate Credit is Given

Upon application to the Superintendent, teachers may receive credit for professionally related activities for up to fifteen (15) credits. Credits shall be granted in the discretion of the Superintendent or his/her designee under the following circumstances:

- 1. Eligibility for such credit.
 - a. The teacher is engaged in a field of study related to his/her assignment that provides no meaningful alternative method of earning the graduate study credits than to undertake a project under this provision; or
 - b. The teacher proposes an extraordinary project of direct benefit to the New Canaan Public Schools.
- 2. Conditions for such credit.
 - a. The teacher must apply to the Superintendent or his/her designee for graduate credit under this provision prior to undertaking work on the project.
 - b. The project must involve a time commitment and projected professional development substantially equal to or greater than equivalent studies in a traditional graduate program.
 - c. Approval of the project by the Superintendent or his/her designee shall be based on its value to the professional development of the teacher and the benefit of its completion to the New Canaan Public Schools. Approval shall be at the discretion of the Superintendent.

D. <u>Reimbursement</u>

- 1. Tuition reimbursement shall be limited to 15 semester hours per calendar year (September 1 to August 31) for all courses claimed under Part II and Part III (combined) under this policy as follows:
 - a. Part II University Graduate Courses-up to \$220 per semester hour. This amount shall increase to \$230 effective July 1, 2015.
 - b. Part III Approved Professionally Related Activities: up to \$80 per semester hour.
- 2. There will be no reimbursement for courses taken while on any leave (maternity, or leave of absence) unless such courses are required by the school system and the system has agreed, in advance of the leave, to reimburse the teacher. (For policy governing credits applicable while on sabbatical leave see Article 21, Leaves.)

- 3. Tuition reimbursement will be made only for courses taken while a staff member is effectively employed by the New Canaan schools. (New teachers will not be eligible before beginning actual employment. Teachers who resign or retire shall not be eligible during the summer following the last year of employment in the school system.)
- 4. Requests for reimbursement must be made within six months of the end of the semester in which the class was taken (unless an extension of time is approved in writing in advance) or such reimbursement shall not be available. Such requests must include evidence (transcript or official records) of satisfactory completion of the course(s) for which reimbursement is being requested. No reimbursement can be made without such evidence on file in the central office.
- 5. Transcripts and official records of courses meant to apply to reclassification should be on file in the central office no later than October 1 of the year of intended reclassification.

ARTICLE 20 PROFESSIONAL LEARNING AND PROFESSIONAL CONFERENCES

A. Professional Learning

1.2

1. <u>Courses</u>

New or revised curricula, instructional practices, assessment methods, performance standards, and/or other ideas and programs are important factors in enhancing the educational programs and methodologies of the New Canaan Public Schools and their implementation requires ongoing teacher collaboration and training. The following elements will be considered in providing for such collaboration and training (separately or in combination):

- a. Four Professional Development Days Regularly scheduled in-service days will be utilized to the degree practical and possible.
- b. A combination of
 - i. Embedded Professional Learning Sessions, and
 - ii. Before or after school learning sessions (not to exceed six hours starting with the 2013-2014 school year, eight hours starting with the 2014-2015 school year, and ten hours starting with the 2015-2016 school year).
- 2. Staff Leadership

When a series of in-service programs is established that utilizes a member of the teaching staff in a continuous leadership position, then this will be considered a short-term differentiated assignment and the individual will be compensated on a prorated basis at a per diem rate based on the teacher's annual salary for the equivalent of a full day. Preparation time plus six hours of instruction would be considered a full day.

B. Conferences and Workshops

1

The Board will budget not less than \$50,000 annually for the Professional Meeting Expenses (Teachers) Account. This account will be utilized to support teacher attendance at approved professional meetings exclusive of substitute costs which will be assigned to the Teacher Substitute Account. The Professional Meeting Account will be administered within the following guidelines:

- 1. Elementary and Secondary Schools
 - a. The funds available for conferences and workshops will be posted at the beginning of each year in each school.
 - b. Plans for the use of the funds will be approved by the principal. The use of monies must support building and/or district goals, or individual teacher goals, as approved by the principal.
 - c. Requests by individual teachers for funds should be made to the principal as early as is feasible in the school year.
 - d. At the end of the school year, the principal will make an accounting of the use of the funds and make the accounting available to the staff.
 - e. At the high school, the principal will work with departments in the distribution of the funds. At the middle school and elementary schools, the principal will work with the Instructional Leaders in the distribution of funds.
 - f. The principal shall approve staff use of professional development monies prior to forwarding a request to central office.
- 2. The principal shall manage the distribution of these funds according to guidelines listed below:
 - a. Priorities of types of conferences and workshops.
 - b. Records of attendees.
 - c. Evaluations of the conferences made by the people in attendance against the objectives for attending them.
- 3. Funds will be allocated to buildings on the basis of staff size.
- 4. Mileage costs will be reimbursed at the rate approved by the Internal Revenue Service.

ARTICLE 21 TEACHER ABSENCES

A. Absence for Illness

Each professional staff member is, under the laws of the State of Connecticut (Section 10-156), entitled to fifteen days of sick leave per year and unused days may accumulate as follows: teachers to a total of 185, so long as the employee remains continuously in the service of the Board of Education.

The Board of Education, at its discretion, may grant a leave with pay for reasons of health.

Staff members shall receive at least annual notification of accumulated sick leave.

Absence for doctor and dentist appointments and scheduled medical examinations should not be scheduled by staff members at times when they have specific school assignments. In cases where this is unavoidable due to lengthy medical examinations or treatment, the staff member shall charge this to his or her accumulated sick leave. Medical tests/treatment for family members requiring the presence of the staff member shall be treated as personal leave.

Evidence of bona fide absence may be required of a teacher to substantiate the cause of absence at the discretion of the Superintendent or the Board of Education.

If a teacher exhausts sick leave, he or she shall have the right, upon written request, to meet with the Board at its next scheduled meeting (at least seven days after the request) to request that sick leave be extended.

B. Absence because of death or serious illness in the Immediate Family

Teachers will receive leave without loss of compensation because of death or serious illness in the immediate family (parents, grandparents, spouse, child, brother or sister or other family members in residence) not to exceed five (5) days except at the discretion of the Superintendent.

C. <u>Emergency Leave</u>

The Board and the Association agree that students learn best when their educational processes are uninterrupted. However, the parties recognize that teachers do experience emergencies or need time to conduct pressing personal business which cannot be scheduled outside of the regular school day.

Therefore teachers will receive leaves for the following reasons:

Legal action: such as appearance in court, or dealings with state and federal agencies. Requests for such leave shall be supported with documentation that such attendance is required during the school day, and such leave shall be limited to three (3) days per year.

Jury Duty: Teachers called to jury duty shall promptly notify the Superintendent of jury duty (within one week of receipt of written notification). Teachers who are not excused from jury duty shall be

authorized to be absent with pay to fulfill the jury duty obligation without charge to sick, emergency or other leave of absence, provided that the teacher assigns any compensation for jury duty to the Board.

Special religious holidays.

Special emergencies and special personal obligations: This category includes special family emergencies as well as major personal obligations such as family funerals, children's graduation exercises, family medical tests/treatment. Such leave in this general category is limited to three days per year. In extreme emergencies special exceptions to this leave provision can be granted by the Superintendent.

The staff member, where possible, should notify in writing both the principal and the Superintendent three days prior to the proposed absence.

In notifying the administration of a request for personal leave, only the general categories listed above need be designated for requesting such leave. Upon request of the Superintendent or designee, the reason for the leave and why it is necessary during school time shall be reviewed at a meeting with the Superintendent's designee, the teacher and, if requested by the teacher, a representative of the Association.

Personal leave for the purpose of extending vacation periods or holidays cannot receive administrative approval. Absence for this reason will result in loss of pay unless the circumstances causing the absence are beyond the control of the individual. In such cases, the individual should provide written explanation of the circumstances causing the absence to the Superintendent's office for approval.

D. Military Leave

A teacher who is required to serve a tour of military duty (30 days or less) shall receive for this period a salary equal to the difference between his/her teaching salary and military pay.

A leave requiring more than thirty days will be granted under the protection of the laws of the State of Connecticut but the individual shall receive no salary from the Board of Education.

E. Leave of Absence

A teacher may request in writing a one year leave of absence without compensation and subject to approval by the Board of Education. Leave to work in another school district shall not generally be an acceptable reason for such a leave. The teacher must request this leave no later than March 1 prior to the school year for which the leave is requested, if possible. The Superintendent may extend this deadline in his/her sole discretion. Under these circumstances, the following conditions apply:

- 1. The teacher shall not lose tenure status in the school system.
- 2. The length of the leave will be limited to one year.

- 3. The teacher will not lose position on the salary schedule, but will not receive service credit on the schedule for the year of absence.
- 4. Leaves of absence prior to tenure status shall not constitute "teaching service" for purposes of tenure election.
- 5. Such leave shall be without insurance benefits, provided that the teacher may elect to continue to participate at his/her own expense.
- 6. In the normal course of a leave of absence, the teacher shall notify the Superintendent by February 15 of his/her intention to return the following September at the end of the leave. All requests for extensions or renewals of leaves must be made in writing on or before February 15 of the year in which the leave expires. Decisions on such requests will be confirmed in writing by April 30 Should a teacher fail to provide written notification to the Board by February 15 of his/her intent to return for the following year, such failure to give notice of return shall operate as a resignation of employment, and the teacher's employment with the Board shall terminate without a notice and without any action by the Board.

F. Child Rearing Leave of Absence

1. General Policy Statement

The Board of Education may grant a leave of absence for child-rearing without pay, to any regularly employed certified staff member on tenure, upon written request for such leave.

- 2. Duration of Leave
 - a. Such leave of absence shall be for a period not to exceed two (2) full calendar years beyond the date of which such leave becomes effective. However, under certain circumstances, the leave may be renewed at the discretion of the Board.
 - b. The period of leave may be shortened should the child not survive this two-year period.

3. <u>Time of Return from Leave</u>

Teachers who have been on child-rearing leave status normally will return at the beginning of a school year.

4. Contractual Status of Employees

The continued contractual service status of any such employee shall not be affected adversely by any such leave of absence, within the limits set forth by this policy statement. The normal annual salary increments, however, will not be granted during this leave.

5. Application for Reinstatement

At least ninety (90) calendar days prior to the expiration of such leave, either by lapse of time or the prior death of the child, the employee shall be required to make written application to the Board of Education for reinstatement.

6. Failure to Apply for Reinstatement

If the employee fails to make a written application for reinstatement at least ninety (90) days prior to the expiration of the leave, the continued employment of any such employee shall be automatically terminated without a notice and without any action by the Board of Education.

G. Disability Leave - Maternity

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- 1. Disabilities caused by pregnancy, miscarriage, childbirth and recovery therefrom, shall be treated as temporary disabilities for all job-related purposes.
- 2. Accumulated sick leave shall be available for use during periods of such disability.
- 3. Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.
- 4. The Board of Education reserved the right to obtain proper medical certification regarding the beginning and termination of such leave and may require examination or consultation by the Medical Officer.
- 5. Sick leave is not applicable to normal child care.
- The Board will continue to pay its share of insurance costs during the period of disability.
- 7. A teacher who adopts a baby shall be able to use up to thirty (30) of his/her accumulated sick days to receive the baby. Adoption leave may not be used in conjunction with personal or maternity disability leave for the same child.

H. Leave for Professional Reasons

A teacher may be granted leave without loss of compensation to visit other schools, attend teachers meetings and conventions, and to engage in other professional activities outside the school system provided such absence has been approved in advance by the Superintendent.

I. Discretionary Provisions Related to Absence

In cases not covered herein, the Superintendent shall have discretionary powers to determine, with the individual concerned, appropriate action.

J. Workers' Compensation

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In case of accident, the business office should be notified within 48 hours. Absence occasioned by occupational accidents shall not be deducted from the allowance for personal illness.

In all cases where school employees are paid in full by the Board of Education during absence occasioned by injury received on duty, the employee shall endorse the compensation check and return it to the Town Treasurer of New Canaan via the Central Office.

K. Sabbatical Leave

1. Purposes and Objectives of the Sabbatical Leave Plan

The primary purpose of the New Canaan sabbatical policy is to contribute to the improvement of the quality of the educational program of the public schools. Leaves with partial salary will be granted only for full-time graduate study or research. The policy provides opportunities for qualified and approved certificated personnel to achieve personal and professional growth, thus enhancing their value to the New Canaan schools.

It is our considered judgment that a sabbatical leave policy constitutes one of the most effective means of:

- a. securing the highest possible level of instruction for all public school students over an extended period of time
- b. stimulating teachers of experience and demonstrated competency to even better teaching and greater efficiency
- c. encouraging teachers to acquire an ever higher level of scholarship, culture and a broader professional viewpoint
- d. enabling teachers to keep abreast of developments in their specialized fields which, in recent years, have been changing rapidly, thus assuring a direct potential benefit to the educational program for the children of New Canaan.

It should be recognized that this policy will have certain secondary benefits to the school system. Among these are:

- a. inspiring talented teachers within the system to qualify for sabbatical leaves thus encouraging this talent to remain within the system
- b. recruiting promising beginners and able experienced personnel in the present highly competitive market

c. providing prerequisites for New Canaan educational personnel comparable to those found in other outstanding school systems with which New Canaan competes for teachers, supervisors and administrators.

2. The Policy

Any teacher who will have completed at least seven years of full-time service in New Canaan prior to the effective date of leave may request a full year of sabbatical leave. The rate of compensation for a sabbatical year will be the B.A. minimum or three-quarters of his annual rate of pay, whichever is greater, in effect during the leave.

The Board of Education, acting upon the recommendation of its executive agent, may grant a year's sabbatical leave to not over three percent of the certified staff in any given school year. Each person granted a sabbatical leave with three-quarters pay or the B.A. minimum, whichever is greater, shall execute an agreement with the Board of Education that he will serve the Board for at least two full and continuous school years following the sabbatical year, or in lieu of returning, shall reimburse the Board of Education at the rate of one quarter of his full-time pay rate for the year on sabbatical for each of the two years not completed. The Board of Education may waive the reimbursement stipulation at its discretion.

3. Considerations:

- a. New Canaan school system teacher evaluative records.
- b. Seniority in the school system beyond seven years will not be a major factor in the selection of those awarded sabbatical years.
- c. The number of teachers applying from the same school.
- d. Sabbatical leaves may be granted for full-time graduate study or research.
- e. Sabbatical leave is not available for teachers who wish to enter another profession or business venture.
- f. Deductions from the salary paid during the sabbatical year to provide coverage in the Teachers' Retirement Act will be made and forwarded to the Connecticut Teachers' Retirement Association as though the employee were receiving full pay during the sabbatical year. This provision is intended to protect the certified employee's service and salary record for retirement purposes.
- g. For purposes of tuition reimbursement, the sabbatical leave will extend from September 1 to the following August 31. (See <u>Tuition Reimbursement</u> for limits of tuition reimbursement while on leave.) Exceptions will be considered by the Superintendent and the Board in relation to individual requests.

The Board of Education shall continue to pay its share of the cost of the insurance program for those who have been granted a sabbatical leave.

4. Application For Sabbatical Leave

Applications for leaves during the ensuing school year must be received in the Superintendent's office not later than the preceding January 15. Leaves with partial salary will be granted only for full-time graduate study or research. Formal full-time graduate study shall be considered to be a minimum of twenty points and a maximum of thirty points of study during the year. The study may be in courses for which formal college credit is granted.

The content of the courses in order of preference shall be:

- 1. The teacher's own field of work in New Canaan.
- 2. Closely related fields.

Independent research may be undertaken in consultation with the Superintendent when the research is directly related to the program of the New Canaan Schools. Included in this category would be curriculum research including the writing of new courses of study, programmed instructional materials, whether textbooks or teaching machine materials, the development of tapes, recordings and other materials to be used in the foreign language electronics laboratories, statistical studies to determine the value of existing or proposed programs of study, the writing of new standard textbooks and other approved research projects designed to enhance the educational program.

Formal research in connection with approved universities shall include the writing in master's theses and doctoral dissertations.

When formal college credit has been granted during the leave, an official transcript will be required. When leaves have been granted for any other purpose, written reports planned in consultation with the Superintendent will be required.

ARTICLE 22 GRIEVANCE PROCEDURE

A claim by a teacher (or group of teachers) or the Association (hereinafter, the grievant) that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

Informal Procedure:

In the event that the grievant believes there is a basis for a grievance, the alleged grievance shall first be discussed with the building principal or immediate supervisor. If, as a result of this informal discussion with the building principal or immediate supervisor, a grievance still exists, the grievant shall formally file the grievance following the procedures listed below.

Formal Procedure:

Level 1: Principal or Immediate Supervisor

The teacher and/or the Association shall formally file the grievance upon the form provided by the Association. The written grievance must be filed within thirty (30) calendar days after the teacher knew or could have been reasonably expected to know of the alleged violation.

Within seven (7) calendar days of receipt of the grievance, the principal or immediate supervisor shall meet with the grievant and a representative of the Association, if the grievant has requested such a representative, in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance, in writing, within seven (7) calendar days of such meeting, and shall furnish a copy thereof to the Association.

Level 2: Superintendent

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within seven (7) calendar days, the grievance shall be transmitted to the Superintendent. Within seven (7) calendar days of receipt of the transmittal, the Superintendent or his designee shall meet with the grievant and a representative and shall indicate his disposition of the grievance in writing within seven (7) calendar days of such meeting, and shall furnish a copy thereof to the Association.

Level 3: Board of Education

If the grievant is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within seven (7) calendar days, the grievance shall be transmitted to the Board of Education (hereinafter, the Board) by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or fourteen (14) calendar days, whichever shall be earlier, shall meet in executive session with the grievant and a representative of the Association, if the grievant has requested such a representative, in an effort to resolve the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) calendar days thereafter. A copy of the disposition shall be furnished to the Association.

Level 4: Arbitration

If the grievant is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the seven (7) calendar days above, then the Association shall submit the grievance to arbitration. The submission to arbitration must be made in writing by certified mail, with a copy to the Superintendent, postmarked within the seven (7) calendar days immediately following the receipt by the grievant of the Board's Level 3 answer or, if no answer is received from the Board, within fourteen (14) calendar days after the discussion of the grievance with the Board.

The selection of the arbitrator and the procedure for conducting the arbitration process shall be in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the arbitrator will be final and binding, subject to the right of either party to have the award confirmed, vacated or modified according to law.

Questions arising over arbitrability of an alleged grievance shall be submitted to arbitration for determination. The arbitrator shall have no power to alter, add to or subtract from the express terms of this Agreement. The award of the arbitrator shall be forwarded to the grievant, the Association and the Board.

The cost of the arbitrator's service will be borne equally by the Board and the Association.

The records or reports of any grievance procedure will be filed separately and not in the teacher's personnel file.

The time limits provided in this Article shall be strictly observed, but may be extended by a written agreement of the parties. In the event a grievance is filed after May 1 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievances prior to the end of the school term or as soon thereafter as possible.

Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution. Either party may call on others to serve in an advisory capacity at any stage of this procedure.

No reprisals of any kind will be taken by the Board or the school administration against any grievant because of participation in this grievance procedure.

ARTICLE 23 DURATION

This Agreement shall be in full force and effect from July 1, 2013 through and including June 30, 2016.

NEW CANAAN BOARD OF EDUCATION

By <u>Hoze P. Holly</u> Its Chairperson 2502508v5 11/1/12

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NEW CANAAN EDUCATION ASSOCIATION

By <u>Its President</u>

APPENDIX A MEDICAL PLAN DESIGN

New Canaan Public Schools Medical Benefits

New Canaan Public Schools Medical Benefits

Traditional PPO

| Benefit Highlights Lifetime Maximum | In Network Unlimited | Out of Network \$1,000,000 |
|---|---|----------------------------------|
| Contract Year Deductible | Unimited | \$1,000,000 |
| | News | \$500 |
| Individual | None | \$500 |
| Two Person | None | \$1,000 |
| Aggregate Family | Yes | \$1,000 |
| Out of Pocket Maximum | | |
| Includes Coinsurance | Not Applicable | Yes |
| Includes Deductible | Yes | Yes |
| Includes Copays | | No |
| Individual | | \$1,000 |
| Two Person | | \$2,000 |
| Aggregate Family | Yes | \$3,000 |
| Does Not Apply To | Copays not listed above or charges for | N/A |
| | mental health, alcohol and drug abuse | |
| Benefits for accident or sickness | | |
| (excluding mental health, alcohol | | |
| and drug abuse benefits) are paid | | |
| at 100% once an individual's out of | | |
| pocket has been reached | | |
| Accumulators (Deductibles and | Cross accumulation | |
| Out of Pocket Maximums) | | |
| Automatic Reinstatement | Not Applicable | |
| Physician's Services | | |
| Primary Care Physician's Office Visit | No charge after \$30 copay | Plan pays 80% after deductible |
| Specialty Care Physician's Office Visit | No charge after \$30 copay | Plan pays 80% after deductible |
| Office Visits | | |
| Consultant and Referral Physician's Service | | |
| Surgery Performed in the Physician's Office | No charge after \$150 copay | Plan pays 80% after deductible |
| Allergy Treatment/Injections | No charge after either the office visit | Plan pays 80% after deductible |
| | copay or the actual charge, whichever | |
| | is less | |
| Allergy Serum (dispensed by the physician in the | No charge | Plan pays 80% after deductible |
| office) | no charge | That pays our outer accuencie |
| Preventive Care | | |
| Routine Preventive Care: Well-Baby, Well-Child to | No charge after per office copay | Not covered |
| age 21 | into charge after per office copay | |
| Adult and Well-Woman (including immunizations) | No charge | Not covered |
| Immunizations | No charge | Not covered |
| Routine Mammograms, PSA, PAP Smear (applies to | No charge | Not covered |
| any place of service) | No charge | Not covered |
| any place of service) | | |
| Second Opinions | No charge after specialist \$30 copay | Plan pays 80% after deductible |
| (services will be provided on a voluntary basis) | 1. Contage and specialist abo copay | i ini pujs coro alter deductible |

| Benefit Highlights | In Network | Out of Network |
|---|--|---------------------------------------|
| Outpatient Pre-Admission Testing | | |
| Primary Care Physician's Office Visit | No charge if only x-ray and/or lab services; \$30 per office visit copay if | Plan pays 80% after deductible |
| Specialist Physician's Office Visit | other office services are provided No charge if only x-ray and/or lab services; specialist \$30 per office visit copay if other office services are | Plan pays 80% after deductible |
| Outpatient Hospital Facility | provided \$100 copay for facility charges; \$100 copay for professional charges | Plan pays 80% after deductible |
| Independent X-Ray and/or Lab Facility | \$100 copay | Plan pays 80% after deductible |
| Inpatient Hospital - Facility Services | \$300 copay | Plan pays 80% after deductible |
| Semi-Private Room and Board | Limited to negotiated rate | Plan pays 80% after deductible |
| Private Room | Limited to negotiated rate | Plan pays 80% after deductible |
| Special Care Units (ICU/CCU) | Limited to negotiated rate | Plan pays 80% after deductible |
| Outpatient Facility Services Operating Room, Recovery Room, Procedure Room | \$150copay | Plan pays 80% after deductible |
| and Treatment Room | 1 | 1 |
| Inpatient Hospital Physician's Visit/Consultations | No charge | Plan pays 80% after deductible |
| Inpatient Hospital Professional Services | No charge | Plan pays 80% after deductible |
| Surgeon | U U | |
| Radiologist | | 1 |
| Pathologist | | |
| Anesthesiologist | | |
| Multiple Surgical Reduction | Not applicable | Plan pays 80% after deductible |
| Outpatient Professional Services | No charge | Plan pays 80% after deductible |
| Surgeon | | · · · · · · · · · · · · · · · · · · · |
| Radiologist | | |
| Pathologist | | |
| Anesthesiologist | | |
| Private Duty Nursing | No charge | Not covered |
| Emergency and Urgent Care Services | | |
| Physician's Office | No charge after \$30 copay | If deemed an emergency, |
| Hospital Emergency Room | No charge after \$100 copay** | covered as in Network |
| nosphal Emergency Room | (copay waived if admitted) | covered as in rection |
| Urgent Care Facility or Outpatient Facility | No charge after \$50 copay** | If deemed an emergency, |
| orgent cure ruching of Outputtent ruching | (copay waived if admitted) | covered as in Network |
| Ambulance | No charge** | If deemed an emergency, |
| Amounance | No charge | covered as in Network |
| | ** If not a true emergency, services are | covered as in Network |
| | Not Covered | |
| Inpatient Services at Other Health Care Facilities | \$200 copay | Plan pays 80% after deductible |
| Includes Skilled Nursing Facility, Rehabilitation | azoo copay | Than pays 5070 arter deductione |
| Hospital and Sub-Acute Facilities | | |
| 120 days combined maximum per contract year | 1 | |
| No prior hospitalization required | | |
| Laboratory and Radiology Services | | |
| MRIs, CAT Scans, PET Scans, etc. | \$100 copay | Plan pays 80% after deductible |
| Other Laboratory and Radiology Services: | aroo copay | rian pays 6076 after deductible |
| Outpatient Hospital Facility | \$100 00000 | Plan nave 80% after deductible |
| | \$100 copay | Plan pays 80% after deductible |
| Independent X-ray and/or Lab facility | \$100 copay | Plan pays 80% after deductible |

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| Benefit Highlights | In Network | Out of Network |
|---|--|--------------------------------|
| Outpatient Short-Term Rehabilitative Therapy and | No charge after \$30 copay | Plan pays 80% after deductible |
| Chiropractic Services | | |
| 50 days combined maximum per contract year includes: | | |
| Cardiac Rehab | | |
| Physical Therapy | | |
| Speech Therapy | | |
| Occupational Therapy | | |
| Chiropractic Therapy (includes Chiropractors) | | |
| Home Health Care | No charge | Plan pays 80% after deductible |
| 80 days maximum per contract year | | |
| The maximum number of hours per day is limited to 16 | | |
| hours. Multiple visits can occur in one day; with a visit | | |
| defined as a period of 2 hours or less (e.g. maximum of | | 1 |
| 8 visits per day) | | |
| Hospice | | |
| Inpatient Services | No charge | Plan pays 80% after deductible |
| Outpatient Services | No charge | Plan pays 80% after deductible |
| Bereavement Counseling | | |
| Services Provided as part of Hospice Care | | |
| Inpatient | No charge | Plan pays 80% after deductible |
| Outpatient | No charge | Plan pays 80% after deductible |
| Services Provided by Mental Health Professional | Covered under Mental Health benefit | Plan pays 80% after deductible |
| Maternity Care Services | | |
| Initial Visit to Confirm Pregnancy | No charge after 1 st office visit | Plan pays 80% after deductible |
| All Subsequent Prenatal Visits, Postnatal Visits and | No charge | Plan pays 80% after deductible |
| Delivery | | |
| Delivery (Facility - Inpatient Hospital, Birthing | No charge | Plan pays 80% after deductible |
| Center) | | 245 B |
| Abortion | | |
| Includes elective and non-elective procedures | 1000 170 170 AND 180 | |
| Office Visit | No charge after \$30 copay | Plan pays 80% after deductible |
| Inpatient Facility | No charge | Plan pays 80% after deductible |
| Outpatient Facility | No charge | Plan pays 80% after deductible |
| Physician's Services | No charge | Plan pays 80% after deductible |
| Family Planning Services | and an wanted | |
| Office Visit (tests, counseling) | No charge after \$30 copay | Plan pays 80% after deductible |
| Surgical Sterilization Procedures for | Note: Charges billed by a separate | |
| Vasectomy/Tubal Ligation (excludes reversals) | independent x-ray/lab facility will be | |
| | covered under the plan's Laboratory | 1 |
| | and Radiology benefit | |
| Inpatient Facility | No charge | Plan pays 80% after deductible |
| Outpatient Facility | No charge | Plan pays 80% after deductible |
| Physician's Services | No charge | Plan pays 80% after deductible |
| Infertility Services Treatment | No charge after specialist \$30 copay | Plan pays 80% after deductible |
| Services Not Covered Include: | | |
| Treatment and/or procedures performed specifically | | |
| to restore fertility (e.g. procedures to correct an | | |
| infertility condition) | | |
| Artificial means of becoming pregnant are (e.g. | | |
| Artificial Insemination, in-vitro, GIFT, ZIFT, etc.) | | 1 |
| Note: Coverage will be provided for the treatment of an | | 1 |
| underlying medical condition up to the point an | | |
| infertility condition is diagnosed. Services will be | | |
| covered as any other illness and as required by law. | | |

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| Benefit Highlights | In Network | Out of Network |
|---|---|---------------------------------|
| Organ Transplant | | Not covered |
| Includes all medically appropriate, non-experimental | | |
| transplants | | |
| Office Visit | No charge after specialist \$30 copay | |
| Inpatient Facility | No charge | |
| Inpatient Physician's Service | No charge | |
| Travel Maximum | \$10,000 per transplant per Lifetime | |
| | maximum (only available when using | |
| | Lifesource facility) | |
| Durable Medical Equipment | No charge | Plan pays 80% after deductible |
| Note: Service maximums do not cross accumulate | Unlimited maximum per contract year | r ian pays correction academote |
| between in-network and out-of-network services. | Chiling a maximum per contract year | |
| 아님이 않는 것 것 같이 많은 것은 것 같은 것 같이 많이 많이 많이 많이 많이 하지 않는 것을 많은 것이 것이 없는 것 같은 것 같이 많이 많이 많이 많이 많이 많이 많이 많이 없다. | | |
| Services do accumulate to the plan's Lifetime maximum | No shares | Dian nous 200/ often deductible |
| External Prosthetic Appliances | No charge | Plan pays 80% after deductible |
| Note: Service maximums do not cross accumulate | | 1 |
| between in-network and out-of-network services. | | |
| Services do accumulate to the plan's Lifetime maximum | | |
| Dental Care | | |
| Limited to charges made for a continuous course of | | |
| dental treatment started within 6 months of an injury to | | |
| sound, natural teeth | | |
| Physician's Office | No charge after per visit copay | Plan pays 80% after deductible |
| Inpatient Facility | No charge | Plan pays 80% after deductible |
| Outpatient Surgical Facility | No charge | Plan pays 80% after deductible |
| Physician's Services | No charge | Plan pays 80% after deductible |
| Surgical and Non-Surgical TMJ | | |
| Provided on a limited, case by case, basis. Always | | |
| excludes appliances and orthodontic treatment. Subject | | |
| to medical necessity | *): | 13 |
| Physician's Office | No charge after specialist \$30 copay. | Plan pays 80% after deductible |
| | No charge for x-ray/lab if billed by a | |
| | separate outpatient diagnostic facility | |
| | such as hospital | |
| Inpatient Facility | No charge | Plan pays 80% after deductible |
| Outpatient Facility | No charge | Plan pays 80% after deductible |
| Physician's Services | No charge | Plan pays 80% after deductible |
| Routine Foot Disorders | Not covered | Not covered |
| | 2010-11: | Hot covered |
| Prescription Drugs Retail Drug Program | \$10, 30-day supply for generic drugs | Not covered |
| Keluli Drug Program | \$25, 30-day supply preferred brand- | Not covered |
| healed as solf a deviation of initiately law and | | |
| Includes self-administered injectables; oral | name drugs | 1 |
| contraceptives and contraceptive devices; lifestyle drugs | \$40, 30-day supply non preferred brand | |
| | 2011-12 (Year 2): | 2 |
| | \$5, 30-day supply for generic drugs | None |
| | \$30, 30-day supply preferred brand- | N/A |
| | name drugs | No |
| | \$50, 30-day supply non preferred brand | |
| | name | |
| Pharmacy Out of Pocket Maximum | None | |
| Pharmacy Annual Maximum | Unlimited | |
| Formulary Plan | Yes, three tiered | |

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| Benefit Highlights | In Network | Out of Network | |
|--|--|--------------------------------|--|
| Mail Order Drug Program Includes self-administered injectables; oral contraceptives and contraceptive devices; lifestyle drugs | 2010-11: \$20, 90-day supply for generic drugs \$50, 90-day supply for preferred brand name drugs \$80, 90-day supply for non preferred brand name drugs 2011-12 (Year 2): \$12.50, 90-day supply for generic drugs \$75, 90-day supply for preferred brand name drugs \$125, 90-day supply for non preferred brand name drugs | Not covered | |
| Mental Health Inpatient (including Residential Treatment Facility) | No charge | Plan pays 80% after deductible | |
| Outpatient | No charge after \$30 copay | | |
| Outpatient Group Therapy (two group therapy sessions equal to one individual therapy session) | \$30 copay per session | | |
| Substance Abuse Inpatient (including Residential Treatment Facility) | No charge | Plan pays 80% after deductible | |
| Outpatient | No charge after \$30 copay | | |
| Outpatient Group Therapy (two group therapy sessions equal to one individual therapy session) | \$30 copay per session | | |
| Pre-Existing Condition Limitation (PCL) | Not applicable | Not applicable | |
| Pre-Admission Certification-Continue Stay Review (required for all Inpatient Admissions) | Employee initiated | Employee initiated | |
| Case Management | Coordinated by Healthplan. This is a service designated to provide assistance to a patient who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation additional health care support. The program strives to attain a balance between quality and cost-effective care while maximizing the patient's quality of life. | | |
| Financial Incentives | Plan will permit unilateral introduction of financial incentives to encourage participation in health improvement initiatives, including, but not limited to: online health risk assessments, disease prevention and management, wellness. | | |
| State Mandates | Plan will cover all CT State Mandates | | |

APPENDIX B: EXTRA-COMPENSATORY DUTIES

Leadership Stipends

Drama/Theater

Leadership stipends on this page and the next page are calculated as a percent of the base specified in Article 13, Section F for each year of the contract.

Other Extra-Compensatory Stipends

The other stipends in this appendix are determined by the stipend class and the amount shown in the table that is part of Article 13, Section F for each year of the contract, with the exception of the Saxe After School Activity Programs (explained on p.48).

Title Stipend* Released % Time System K-4 Language Arts Coordinator 17% 1.0 K-5 Writing Coordinator 17% 1.0 K-5 Math Coordinator 17% 1.0 K-8 Science Coordinator 17% 1.0 K-12 Wellness Coordinator 13% N/A **BEST Facilitator** 15% 0.4 **Professional Development Team** East Representative 13% N/A South Representative 13% N/A West Representative 13% N/A Saxe Representative 13% N/A Saxe Representative 13% N/A NCHS Representative 13% N/A NCHS Representative 13% N/A **NCHS Department Chairs/Leaders** English 15% 0.4 Math 15% 0.4 Social Studies 15% 0.4 15% 0.4 Science World Languages 15% 0.4 Library/Media 15% N/A Guidance 15% N/A Career & Technical Education 15% N/A

District Instructional Leadership Positions

18%

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District Instructional Leadership Positions (Continued)

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| Instructional Leader Teams | Stipend* % | Released Time |
|---------------------------------------|---------------|------------------|
| East | | |
| Kindergarten | 9% | N/A |
| First | 9% | N/A |
| Second | 9% | N/A |
| Third | 9% | N/A |
| Fourth | 9% | N/A |
| Subject Specialists (Art, P.E. Music) | 9% | N/A |
| Support | 9% | N/A |
| South | | |
| Kindergarten | 9% | N/A |
| First | 9% | N/A |
| Second | 9% | N/A |
| Third | 9% | N/A |
| Fourth | 9% | N/A |
| Subject Specialists (Art, P.E. Music) | 9% | N/A |
| Support | 9% | N/A |
| West | | |
| Kindergarten | 9% | N/A |
| First | 9% | N/A |
| Second | 9% | N/A |
| Third | 9% | N/A |
| Fourth | 9% | N/A |
| Subject Specialists (Art, P.E. Music) | 9% | N/A |
| Support | 9% | N/A |
| Saxe | 00/ | 0.2 |
| Grades 5-6 Language Arts | 9% | 0.2 |
| Grades 5-6 Social Studies | 9% | N/A |
| Grades 5-8 Science | 9% | N/A |
| Grades 6-8 Math | 9% | 0.4 |
| Grades 7-8 Language Arts | 9% | 0.2 |
| Grades 7-8 Social Studies | 9% | N/A |
| Grades 6-8 World Language | 9% | N/A |
| Grades 5-8 Aspirations, Diversity | 9% | N/A |

| Grades | 6-8 | Technology | |
|--------|-----|------------|--|
|--------|-----|------------|--|

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ELEMENTARY CO-CURRICULAR ACTIVITY STIPENDS

| Position Title | <u>School</u> | <u>Season</u> Y,F,W,S | Boys/Girls A,B,G | <u>Stipend</u> Class* |
|------------------------|---------------|--------------------------|---------------------|--------------------------|
| Student Activities (3) | East | Y | Α | 2 |
| Student Activities (3) | South | Y | Α | 2 |
| Student Activities (3) | West | Y | Α | 2 |

*[Contract provides that equivalent stipends may be established (e.g. 6 Class 1 stipends) by the principal in consultation with the faculty]

SAXE CO-CURRICULAR ACTIVITY STIPENDS

| Position Title | <u>School</u> | <u>Season</u> A, F, S | Boys/Girls A,B,G | <u>Stipend</u> Class | |
|-------------------------------------|---------------|--------------------------|---------------------|-------------------------|----|
| Literary Magazine | Saxe | F, S | А | 3 | |
| Yearbook | Saxe | F, S | Α | 3 | |
| Student Council 7/8 | Saxe | F, S | Α | 5 | ** |
| Student Council 5/6 | Saxe | F, S | Α | 5 | ** |
| Director of ASAP | Saxe | F, S | Α | 5 | |
| After School Activity Programs (62) | Saxe | A | Α | 1 | * |

*Note: The rate for one 45 minute after school session is based on the amount of the Class I stipend divided by 20 sessions multiplied by .75. The rate for a 90 minute session is double the 45 minute session rate. The number of sessions for each activity is approved by the principal after consultation with the instructor.

**Note: Student Council Advisor (Max = 2 full class positions), one for the upper division (Gr. 7-8) and one for the lower division (Gr. 5-6) depending upon student interest and budget. Positions may be split by grade. Class 5 stipend would be split accordingly. Positions may or may not include additional payment for extra sessions at the After School Activity Rate.

SAXE MUSICAL STIPENDS

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| | | Grades 7 - 8 | |
|--|---------------|--------------------------|--------------------------------|
| Position Title | <u>School</u> | <u>Season</u> Y,F,W,S | <u>Stipend</u> <u>Class</u> |
| Rehearsal Pianist | Saxe | S | 2 |
| Orchestra/Band Director | Saxe | S | 2 |
| Choreographer | Saxe | S | 2 |
| Costume Designer | Saxe | S | 3 |
| Musical Director | Saxe | S | 3 |
| Stage Manager | Saxe | S | 3 |
| Properties & Décor | Saxe | S | 4 |
| Director (Stipend split w/ co-directors) | Saxe | S | 8 |

| Position Title | <u>School</u> | <u>Season</u> Y,F,W,S | <u>Stipend</u> <u>Class</u> |
|--|---------------|--------------------------|--------------------------------|
| Rehearsal Pianist | Saxe | F | 2 |
| Orchestra/Band Director | Saxe | F | 2 |
| Choreographer | Saxe | F | 2 |
| Costume Designer | Saxe | F | 3 |
| Musical Director | Saxe | F | 3 |
| Stage Manager | Saxe | F | 3 |
| Properties & Décor | Saxe | F | 4 |
| Director (Stipend split w/ co-directors) | Saxe | F | 8 |

NCHS CO-CURRICULAR ACTIVITY STIPENDS

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| Position Title | School | <u>Season</u> Y,F,W,S | Boys/Girls A,B,G | <u>Stipend</u> Class |
|--|--------|--------------------------|---------------------|-------------------------|
| Freshman Class Advisor | NCHS | Y | A | 2 |
| Freshman Class Advisor | NCHS | Ŷ | A | 2 |
| Sophomore Class Advisor | NCHS | Y | Α | 2 |
| Sophomore Class Advisor | NCHS | Y | Α | 2 |
| Math Counts | NCHS | Y | Α | 2 |
| JETS | NCHS | Y | Α | 2 |
| Junior Class Advisor | NCHS | V | | 2 |
| Junior Class Advisor Junior Class Advisor | | Y Y | A | 3 |
| | NCHS | | A | 3 |
| National Honor Society | NCHS | Y | A | 3 3 |
| Literary Magazine | NCHS | Y | A | 2 |
| Yearbook Business | NCHS | Y | A | 3 3 |
| Mock Trial | NCHS | Y Y | A | 3 |
| Model U.N. | NCHS | Ŷ | A | 3 |
| Senior Class Advisor | NCHS | Y | Α | 4 |
| Senior Class Advisor | NCHS | Y | Α | 4 |
| Math Club Advisor | NCHS | Y | Α | 4 |
| Peer Mediation Advisor | NCHS | Y | Α | 4 |
| Dance Team Instructor | NCHS | Y | A | 4 |
| Student Coalition | NCHS | Y | Α | 5 |
| Service Clubs | NCHS | Y | Α | 5 |
| Newspaper | NCHS | Y | Α | 5 |
| Yearbook Director | NCHS | Y | Α | 5 |
| Art Club | NCHS | Y | Α | 5 |
| Debate | NCHS | Y | Α | 5 |
| Reconnecting Youth Advisor | NCHS | Y | Α | 5 |

| NCHS ATHLETICS STIPENDS | | | | | | | | |
|-------------------------|---------------|---------------|---------------------|-------------------|------------|--|--|--|
| Position Title | Level | <u>School</u> | Season | Boys/Girls | Stipend | | | |
| Baseball | Freshman | NCHS | <u>Y,F,W,S</u> S | <u>A,B,G</u> B | Class 3 | | | |
| Lacrosse | Freshman | NCHS | S | B | 3 | | | |
| Lacrosse | Freshman | NCHS | S | G | 3 | | | |
| Soccer | Freshman | NCHS | F | B | 3 | | | |
| Soccer | Freshman | NCHS | F | G | 3 | | | |
| | Freshman | NCHS | F | G | 3 | | | |
| Field Hockey | | | г F | G | 3 | | | |
| Volleyball | Freshman | NCHS | F | 0 | 5 | | | |
| Baseball | JV | NCHS | S | В | 4 | | | |
| Softball | JV | NCHS | S | G | 4 | | | |
| Basketball | Freshman | NCHS | W | В | 4 | | | |
| Basketball | Freshman | NCHS | W | G | 4 | | | |
| Lacrosse | JV | NCHS | S | В | 4 | | | |
| Lacrosse | JV | NCHS | S | G | 4 | | | |
| Soccer | JV | NCHS | F | В | 4 | | | |
| Soccer | JV | NCHS | F | G | 4 | | | |
| Track - Indoor | Varsity Asst. | NCHS | W | В | 4 | | | |
| Track - Indoor | Varsity Asst. | NCHS | W | G | 4 | | | |
| Cheerleaders | Varsity | NCHS | F | G | 4 | | | |
| Cheerleaders | Varsity | NCHS | W | G | 4 | | | |
| Field Hockey | JV | NCHS | F | G | 4 | | | |
| Track | Varsity Asst. | NCHS | S | G | 4 | | | |
| Track | Varsity Asst. | NCHS | S | В | 4 | | | |
| Hockey | JV | NCHS | W | В | 4 | | | |
| Volleyball | JV | NCHS | F | G | 4 | | | |
| Wrestling | JV | NCHS | W | В | 4 | | | |
| Field Hockey | Varsity Asst. | NCHS | F | G | 4 | | | |
| Tennis | Vorsity | NCHS | S | В | 5 | | | |
| | Varsity | | | | | | | |
| Tennis | Varsity | NCHS | S | G | 5 | | | |
| Golf | Varsity | NCHS | S | В | 5 | | | |
| Golf | Varsity | NCHS | S | G | 5 | | | |
| Swimming | Asst (Diving) | NCHS | W | В | 5 5 | | | |
| Swimming | Asst (Diving) | NCHS | F | G | 3 | | | |
| Basketball | JV | NCHS | W | В | 6 | | | |
| Basketball | JV | NCHS | W | G | 6 | | | |
| Cross Country | Varsity | NCHS | F | В | 6 | | | |
| Cross Country | Varsity | NCHS | F | G | 6 | | | |
| Football | Assistant | NCHS | F | В | 6 | | | |
| Football | Assistant | NCHS | F | В | 6 | | | |
| Football | Assistant | NCHS | F | В | 6 | | | |
| Football | Assistant | NCHS | F | В | 6 | | | |
| | | | | | | | | |

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| NCHS ATHLETICS STIPENDS | | | | | | | | |
|-------------------------|---------------|--------|----------------|-------------------|--------------|--|--|--|
| Position Title | Level | School | Season | Boys/Girls | Stipend | | | |
| | | | <u>Y,F,W,S</u> | <u>A,B,G</u> | <u>Class</u> | | | |
| Soccer | Varsity | NCHS | F | В | 7 | | | |
| Soccer | Varsity | NCHS | F | G | 7 | | | |
| Swimming | Varsity | NCHS | w | B | 7 | | | |
| Swimming | Varsity | NCHS | F | Ğ | 7 | | | |
| Baseball | Varsity Asst. | NCHS | ŝ | B | 7 | | | |
| Softball | Varsity Asst. | NCHS | Š | G | 7 | | | |
| Track Indoor | Varsity | NCHS | w | B | 7 | | | |
| Track Indoor | Varsity | NCHS | w | G | 7 | | | |
| Field Hockey | Varsity | NCHS | F | G | 7 | | | |
| Football | Varsity Asst. | NCHS | F | B | 7 | | | |
| Football | Varsity Asst. | NCHS | F | Ē | 7 | | | |
| Track | Varsity | NCHS | S | G | 7 | | | |
| Track | Varsity | NCHS | S | В | 7 | | | |
| Gymnastics | Varsity | NCHS | W | G | 7 | | | |
| Volleyball | Varsity | NCHS | F | G | 7 | | | |
| Wrestling | Varsity | NCHS | W | В | 7 | | | |
| | | | | | | | | |
| | | | - | _ | - | | | |
| Baseball | Varsity | NCHS | S | В | 8 | | | |
| Softball | Varsity | NCHS | S | G | 8 | | | |
| Lacrosse | Varsity | NCHS | S | В | 8 | | | |
| Lacrosse | Varsity | NCHS | S | G | 8 | | | |
| Hockey | Varsity | NCHS | W | В | 8 | | | |
| | | | | | | | | |
| Basketball | Varsity | NCHS | w | В | 9 | | | |
| Basketball | Varsity | NCHS | W | G | 9 | | | |
| | | | | | | | | |
| Football | Varsity | NCHS | F | В | 10 | | | |
| | | | | | | | | |

| NCHS THEATER STIPENDS | | | | | | | |
|-----------------------------------|--------|--------------------------|--------------------------------|--|--|--|--|
| Position Title | School | <u>Season</u> Y,F,W,S | <u>Stipend</u> <u>Class</u> | | | | |
| Fall Play | | | | | | | |
| Properties & Décor | NCHS | F | 3 | | | | |
| Drama Financial Manager (1/2) | NCHS | F | 3 | | | | |
| Set Construction | NCHS | F | 5 | | | | |
| Director | NCHS | F | 10 | | | | |
| Fall Underclass Musical (Gr 9-10) | | | | | | | |
| Costumer | NCHS | F | 1 | | | | |
| Rehearsal Pianist | NCHS | F | 2 | | | | |
| Choreographer | NCHS | F | 2 | | | | |
| Sets & Décor | NCHS | F | 2 2 3 3 | | | | |
| Vocal Director | NCHS | F | | | | | |
| Director | NCHS | F | 6 | | | | |
| Winter Musical | | | | | | | |
| Costumer | NCHS | W | 1 | | | | |
| Rehearsal Pianist | NCHS | W | 2 2 | | | | |
| Choreographer | NCHS | W | 2 | | | | |
| Properties & Décor | NCHS | W | 3 3 | | | | |
| Drama Financial Manager (1/2) | NCHS | W | 3 | | | | |
| Vocal Director | NCHS | W | 4 | | | | |
| Orchestra Director | NCHS | W | 4 | | | | |
| Set Construction | NCHS | W | 5 | | | | |
| Director | NCHS | w | 10 | | | | |
| One Act Plays (Winter) | | | | | | | |
| Director | NCHS | W | 3 | | | | |
| Spring Dance Show | | | | | | | |
| Dance Program Leader | NCHS | S | 4 | | | | |
| Spring Musical | | | | | | | |
| Costumer | NCHS | S | 1 | | | | |
| Rehearsal Pianist | NCHS | S | 2 | | | | |
| Choreographer | NCHS | S | 2 | | | | |
| Sets & Props | NCHS | S | 1 2 3 3 3 6 | | | | |
| Vocal Director | NCHS | S | 3 | | | | |
| Orchestra Director | NCHS | S | 3 | | | | |
| Director | NCHS | S | 6 | | | | |
| Annual | | | | | | | |
| Make-Up Director | NCHS | Y | 2 | | | | |
| | | | | | | | |

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APPENDIX C: SIDE LETTER

The parties hereby agree to the following provisions:

- A. By January 1, 2013, the parties shall review all side letters executed prior to such date and jointly determine which such side letters shall be in effect after July 1, 2013.
- B. The parties shall review all extra-compensation duties and jointly determine whether any mutually agreeable revisions to such duties, and the compensation therefor, should be made.
- C. The parties agree to jointly undertake a review and updating of job descriptions, including descriptions for summer work.
- D. The provisions of Article 20(A)(1)(b)(ii) shall be implemented in accordance with the following procedures:

All levels shall participate in professional learning sessions. A calendar of such sessions shall be distributed to professional staff prior to convocation day. Each such session shall be one hour in length, including wrap time. Before school sessions shall be scheduled to end at the start of the student day. After school sessions shall be scheduled to begin at the end of the student day. The parties recognize that this responsibility shall be implemented in a manner that fairly balances the need for such professional learning opportunities with the other personal and professional responsibilities of teachers.

NEW CANAAN BOARD OF EDUCATION

By <u>Haze R. Hods</u> Its Chairperson

NEW CANAAN EDUCATION ASSOCIATION

By Linan Budsall Its President

11/1/12

