

PROFESSIONAL AGREEMENT

between the

OLD SAYBROOK BOARD OF EDUCATION

and the

OLD SAYBROOK EDUCATION ASSOCIATION

September 1, 2014 - August 31, 2017

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**ARTICLE I
GENERAL**

This Agreement is negotiated under Section 10-153b through 10-153f of the General Statutes of the State of Connecticut, as amended, in order to fix for its term the salaries and all other conditions of employment provided herein.

- A. The Board and the Association accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support, and seek to fulfill, subject to the ability of the respective parties, financial and otherwise, to perform under governing law.
- B. Despite reference herein to the Board or the Association, as such, each reserves the right to act hereunder by duly authorized committee or designated representative.
- C. All rights, powers, authority, and prerogatives of the Board shall remain exclusively vested in the Board unless specifically limited by the express provisions of this Agreement.
- D. Any deviation from this contract in a given instance shall be by written mutual consent of the contracting parties and shall not be construed as setting a precedent.

**ARTICLE II
RECOGNITION**

The Board recognizes the Association as the exclusive representative for the group of certified professional employees employed by the Board of Education in positions requiring a teaching or other certificate from the State Board of Education, other than temporary substitutes, and who are not included in the administrators' unit or excluded from the purview of State Statutes 10-153a through 10-153g, inclusive of the General Statutes, as amended.

**ARTICLE III
HOLDOVER**

In the event that the Board and the Association shall fail to secure a successor agreement, prior to the termination of this Agreement, the Board and the Association agree to extend the duration of this Agreement, in whole or in part, for any period not to extend beyond the date of the execution of a successor agreement.

**ARTICLE IV
PROFESSIONAL NEGOTIATION**

- A. Any agreement negotiated shall bind and inure to the benefit of the Board and all members of the unit, and shall be reduced to writing and signed by the Board and the Association.
- B. During the negotiating process either party may utilize the services of outside consultants.

ARTICLE V GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working condition of teachers. Both parties agree that proceedings shall be kept as confidential as is appropriate.

B. Definitions as Used In this Article

1. "Grievance" shall mean a claim by a professional employee or a group of professional employees that there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement or of the rules, regulations, administrative directives or policies of the Board of Education which concern wages, hours and other terms and conditions of employment.

2. "Teacher" shall mean any certified professional employee or group of employees who are employed by the Board in positions requiring a teaching or special services certificate and are not included in the administrator's unit or excluded from the purview of 10-153a to 10-153g inclusive of the Connecticut General Statutes, as amended.

3. "Party in interest" shall mean the person or persons making the claim, including their designated representative as provided for herein, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

4. "Days" shall mean calendar days.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.

2. If a teacher does not file a grievance in writing within thirty (30) days after he/she knew of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

3. Failure by the aggrieved teacher at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

D. Informal Procedures

1. If a teacher feels that he/she may have a grievance, he/she is encouraged to first discuss the matter with his/her principal or other appropriate administrator in an effort to resolve the problem informally.

2. If the teacher is not satisfied with such disposition of the matter, he/she shall have the right to have the Association assist him/her in further efforts to resolve the problem informally with the principal or other appropriate administrator.

E. Formal Procedures

1. Level One - School Principal

a. If an aggrieved teacher is not satisfied with the outcome of informal procedures, or if he/she has elected not to utilize such procedures, he/she may present his/her claim as a written grievance to his/her principal or other appropriate administrator.

b. The principal shall, within seven (7) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association.

2. Level Two - Superintendent of Schools

a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level One, he/she may, within seven (7) days after his/her receipt of the decision, file his/her written grievance with the Association for referral to the Superintendent of Schools.

b. The Association shall, within seven (7) days after receipt, refer the grievance to the Superintendent, but prior to so doing, the Association shall provide an opportunity for the aggrieved teacher to meet with the appropriate Association committee to review the grievance.

c. The Superintendent shall, within ten (10) days after receipt of the referral, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance. A full and accurate record of such hearing shall be kept by the Superintendent and the Association and made available to any interested party upon written request.

d. The Superintendent shall, within seven (7) days after the hearing render his/her decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association.

3. Level Three - Board of Education

a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within seven (7) days after his/her receipt of the decision, file the grievance again with the Association for appeal to the Board of Education.

b. The Association shall, within seven (7) days after receipt, refer the appeal to the Board of Education.

c. The Board of Education shall, within ten (10) days after receipt of the appeal, meet with the aggrieved teacher and with representatives of the Association for the

purpose of resolving the grievance. A full and accurate record of such hearing shall be kept by the Superintendent and the Association and made available to any interested party upon written request.

d. The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association.

4. Level Four - Arbitration

a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Three, he/she may, within seven (7) days after his/her receipt of the decision, request in writing to the President of the Association that his/her grievance be submitted to arbitration.

b. The Association may, within ten (10) days after receipt of such request, move to submit the grievance to arbitration by so notifying the Board in writing. Failure to notify the Board in the manner and time frame provided above, shall constitute a waiver of the Association's right to pursue the grievance to arbitration.

c. The Chairman of the Board and the President of the Association shall, within ten (10) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, the American Arbitration Association shall immediately be called upon to select the single arbitrator.

d. The arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the records of prior hearings, and shall hold a hearing with the aggrieved teacher, the Board and other interested party as he/she deems requisite.

e. The arbitrator shall render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have no power to add to, delete from, or modify any provision of the Agreement. The decision of the arbitrator shall be final and binding upon all parties in interest.

f. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

F. Rights of Teachers to Representation

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

2. Any party in interest may be represented at Levels Two and Three of the formal grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure.

3. Only the Association can elect to submit a grievance to arbitration.

4. The Association may, if it so desires, call upon the professional services of the Connecticut Education Association for consultation and assistance at any stage of the procedure.

G. Miscellaneous

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

2. Forms for filing and processing grievances, and other necessary documents, have been prepared by the Superintendent, with the approval of the Association, and shall be made available to teachers upon request so as to facilitate operation of the grievance procedure.

**ARTICLE VI
SALARIES AND FRINGE BENEFITS**

A. The salaries of all persons covered by this Agreement are set forth in Paragraph G below.

B. The Board and the Association recognize the extra salary positions, as enumerated in Appendix B below, and the Board grants payments to members of the bargaining unit who hold such extra pay positions in the amounts listed in Appendix B.

C. Upon initial employment a teacher shall receive a simple contract of employment which states that the teacher shall be employed as a certified professional employee in the school district and the working conditions and salary will be determined according to the collective bargaining agreement. Annually, each teacher will receive notification of his/her salary for the next contract year.

D. Salaries of all persons will be paid throughout the contract year at two-week intervals, with a total of twenty-six (26) payments per year, except that those teachers employed in prepay state or federally-funded programs will receive any unpaid balance of salary due them in one lump sum before June 30th.

E. Not later than May 1st, teachers other than those employed in prepay state or federally-funded programs who so desire may request that the balance of the salary due them be paid in one lump sum on the first regular payday in July.

F. The salary of a teacher may be held at the current year's level if said teacher is notified in writing by the Principal prior to April 1 of the contract year that his/her performance has been such that an increase is not justified. An evaluative instrument and procedure agreed upon by the Board and the Association shall be the sole criterion for the withholding of salary increases. When the teacher receives a satisfactory rating on his/her annual performance evaluation prior to April 1st of the school year in which his/her salary was withheld, one-third of the amount withheld shall be restored in each of three subsequent years contingent upon acceptable evaluations.

G. Salary

1. For the duration of this Agreement, teachers shall be paid salaries as indicated in the schedules in Appendix A. Teachers shall be paid at the rate indicated at the step of the applicable salary schedule that is commensurate with their experience.

2. A teacher who, in any given year, becomes qualified to change from Bachelor to Master status, or who becomes qualified to change from Master to Sixth Year status, shall receive the salary indicated for the more advanced degree at commensurate experience.

3. A teacher who becomes qualified to change from Sixth Year to Doctorate status shall be paid the Sixth Year salary indicated for appropriate experience plus an additional one thousand dollars.

4. The terms used to designate degree status shall be interpreted and applied in accordance with the following definitions:

a. Bachelor - A Baccalaureate degree earned at an accredited college or university.

b. Master - A Master's degree earned at an accredited college or university; or the completion of thirty (30) credits beyond the Baccalaureate degree in a planned program approved by an accredited college or university or the Superintendent of Schools.

c. Sixth Year - A second Master's degree in a discipline ~~or~~ other than the discipline in which the initial Master's degree was attained; or the completion of thirty (30) credits beyond the Master's in a planned program approved by an accredited college or university or the Superintendent of Schools; or a Sixth Year Certificate.

d. Doctorate - A Doctor's degree must have been earned at an accredited college or university.

Teachers who are members of the bargaining unit with a Board-recognized Masters and/or Sixth Year degree as of September 1, 1994 shall continue to retain such degree status notwithstanding any conflict between the nature of the program in which their degree was attained and the definitions of Masters and Sixth Year degrees provided above. Likewise, teachers who are enrolled in a Board-recognized Masters and/or Sixth Year degree program as of September 1, 1994, shall be eligible to obtain a Masters and/or Sixth Year Degree upon successful completion of such program, notwithstanding any conflict between the nature of the program in which such teacher is enrolled and the definitions of Masters and Sixth Year degrees provided above.

5. A teacher expecting to have a change in degree status must notify the Superintendent of Schools before March 1st, in order to qualify for inclusion in the budget at an increased salary for the degree. Evidence of completion of academic requirements for an

advanced degree must be received in the Office of the Superintendent of Schools on or before August 15th. If evidence is not received prior to August 15th, the Board of Education will make every reasonable effort to make payment within one month of receipt of documentation.

6. Upon being hired for the first year, a teacher will be assigned an appropriate annual salary by the Superintendent which takes into account:
 - a. Previous full-time teaching experience;
 - b. Peace Corps, overseas teaching programs, Armed Forces Service;
 - c. Current degree status;
 - d. Other relevant factors including the local and statewide economic climate.

However, no new teacher will be assigned a salary and step placement which gives the teacher service credit in excess of the teacher's years of teaching experience, except that for other relevant experience the Board may give new teachers service credit up to Step 5 of the salary schedules.

7. Teachers who have been granted leaves of absence from their teaching assignment and who return to Old Saybrook after their designated leave, will receive the salary commensurate with their degree status and experience accumulated prior to the commencement of the leave.

8. Longevity - In recognition of length and quality of service rendered to Old Saybrook Public Schools, the Board of Education will, upon recommendation of the Superintendent, pay teachers with ten (10) or more years of experience in Old Saybrook an annual longevity payment as follows:

Upon completion of 20 years to 24 years
...\$300 Annually

Upon completion of 25 years to 29 years
...\$650 Annually

Upon completion of 30 years and over
...\$750 Annually

9. Upon retirement, a teacher shall be compensated for fifty percent (50%) of his/her unused sick leave at the rate of Thirty Five Dollars (\$35.00) per day.

10. Teacher salary payments will be made by automatic direct deposit and email voucher at the bank of the individual teacher's choice.

11. Seniority Payment - Commencing in the 2016-17 contract year, any teacher on the maximum step of the Masters or 6th Year salary columns during the 2016-17 school year will, in addition to and included with his/her regular salary, receive a payment of \$1,000 beyond that

listed in the salary schedule. Such payment will be prorated based upon full-time equivalent status of the teacher. No other teachers shall be eligible for such payment.

H. Insurance Benefits

1. All employees, as identified in Article II, who regularly work at least seventy-five percent (75%) of a full-time teaching schedule, shall be eligible to participate in the insurance programs listed below. The Board shall, as described below, pay a portion of the premium for each eligible teacher for the following insurance coverage or coverage which is substantially equivalent:

a. i. The Board will provide a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) for eligible employees and their dependents. The HDHP/HSA shall have a shared annual deductible of \$2,000 individual and \$4,000 dual/family for in-network and out-of-network services. Once the deductible is met, the plan will pay 100% for in-network services. Out-of-network services shall be subject to an 80%/20% coinsurance to a coinsurance maximum of \$3,000 for individual coverage and \$6,000 for aggregate family coverage. The shared in-network and out-of-network out-of-pocket annual maximum shall be \$5,000 for individual coverage and \$10,000 for aggregate family coverage. In the 2016-2017 contract year, prescription co-pays of \$10 for generic drugs, \$25 for listed brand name drugs, and \$40 for non-listed brand name drugs made after the annual deductible is satisfied will count towards the out-of-pocket maximum.

or

ii. The Board will provide a PPO Plan with the following service-related co-payments:

Office Copay	\$30
Prescription drug	\$10/\$25/\$40 (two times retail)
Outpatient	\$200
Hospital	\$300
Emergency room	\$200
Urgent care	\$50

b. A HSA shall be established by the Board for each eligible employee. The Board shall contribute by direct deposit to the eligible employee's HSA a portion of the annual deductible based upon the following percentages and schedules:

2014-15	50%	full amount paid in July
2015-16	50%	½ paid in July and ½ paid in January
2016-17	45%	½ paid in July and ½ paid in January

Teachers who are not eligible for an HSA plan can participate in a Health Reimbursement Arrangement (HRA) with the same Board contribution limits for reimbursement of deductible costs as the HSA.

- c. During the 2014-2015 contract year, employees who elect benefits under the current PPO Plan shall contribute nineteen percent (19.5%) of premium costs for such benefits. Employees who elect benefits under the HDHP Plan shall contribute thirteen percent (13%) of premium costs.
- d. During the 2015-2016 contract year, employees who elect benefits under the revised PPO Plan shall pay a premium contribution equal to the difference between the PPO annual premium and the cost to the Board of the HDHP annual premium. Employees who elect benefits under the HDHP Plan shall contribute fourteen percent (14%) of premium costs.
- e. During the 2016-2017 contract year, employees who elect benefits under the revised PPO Plan shall pay a premium contribution equal to the difference between the PPO annual premium and the cost to the Board of the HDHP annual premium. Employees who elect benefits under the HDHP Plan shall contribute fifteen percent (15%) of premium costs.
- f. The Board agrees to provide a minimum of \$30,000.00 group term life insurance for each teacher, provided that this benefit shall be subject to any age-based or other benefit reductions that may be imposed by the group insurance carrier with which the Board contracts to obtain such life insurance benefit. Up to an additional \$30,000.00 of term group life insurance will be provided at employee expense contingent upon participation by seventy-five percent (75%) of the membership of the bargaining unit.
- g. The Board will pay the same portion of the of the premium for Blue Cross and Blue Shield of Connecticut, Inc. individual basic dental plan including Rider A as set forth in subparagraphs c. through e. above for the PPO Plan contributions for the term of this Agreement. Employees shall pay the remaining portion via payroll deductions. Any increase in premium during any contract year will be borne by the employee participating in the plan. The Board will pick up increased premium costs in following contract year. The Board agrees to payroll deduction for employees who elect family plan.
- h. All health and dental plans shall include unmarried dependent children to age 25, or in accordance with state and federal law.
- i. The Board may provide health insurance coverage for bargaining unit members through alternate carriers or through self-insurance. In all such cases the coverage and benefits provided through alternate insurance carriers, through self-insurance or through a combination of such alternatives shall be substantially equivalent to that provided under the group health insurance plans in effect at the time of the change. Should the Board desire to change insurance carriers and/or self-insure, the Association president shall be first

notified and given an opportunity to review the proposed changes. Should the Association and the Board disagree that the alternative coverage proposed will provide substantially equivalent coverage to that provided by the group health insurance plans in effect at the time of the change, binding arbitration as set forth under Article IV of this contract may be immediately implemented at the request of the Association or the Board. Such arbitration shall take place before an impartial arbitrator. Should the Board self-insure or change carriers pursuant to this section, the privacy of the members of the unit shall be fully respected.

2. The Board agrees, to the extent allowable by law/IRS regulation, to adopt an I.R.C. § 125 Flexible Spending Account in order that employee contributions toward insurance premiums, unreimbursed medical care costs, and dependent care assistance may be pretax.

3. Retirees may continue to participate in group insurance plans at their own expense when/if not covered under an early retirement plan.

4. Teachers using their cars for approved school-connected travel shall be reimbursed according to existing IRS allowable deduction.

5. Teachers who are covered by alternative health insurance may, upon presentation of proof of alternate coverage, elect not to participate in the policies in Section H of this article for any contract year upon advanced written notice to the Board no later than April 1. Teachers who elect not to participate shall receive a payment from the Board in the amount of \$1,000 for single coverage, \$2,000 for 2 person coverage and \$3,000 for family coverage based on their level of coverage in effect at the beginning of the contract year for which the election is made. No teacher will receive more than \$1,000 under this provision and be covered under the health insurance plans provided for herein. Employees may re-enroll in the Board plans either at the annual date designated by the Board or upon at least sixty (60) days advanced written notice and subject to carrier limitations. Teachers will have an affirmative obligation to provide the Board with timely notice of any change in coverage or dependent status of the teacher or any of his/her claimed dependents. The Board may elect to discontinue this paragraph upon (1) year's advanced written notice to the Association.

6. All employees, as identified in Article II, who regularly work fewer than seventy-five percent (75%) of a full-time teaching schedule shall be permitted to purchase health insurance benefits set forth in Section H.1.a, b. and d. at group rates with such employees paying one hundred percent (100%) of the cost of the coverage elected, subject to any restrictions or requirements that may be imposed by the insurance carriers.

7. The Board may provide health insurance coverage for bargaining unit members through alternate carriers or through self-insurance. In all such cases the coverage and benefits provided through alternate insurance carriers, through self-insurance or through a combination of such alternatives shall be substantially equivalent to that provided under the group health insurance plans in effect at the time of the change. Should the Board desire to change insurance carriers and/or self-insure, the Association president shall be first notified and given an opportunity to review the proposed changes. Should the Association and the Board disagree that the alternative coverage proposed will provide substantially equivalent coverage to that provided

by the group health insurance plans in effect at the time of the change, binding arbitration as set forth under Article IV of this contract may be immediately implemented at the request of the Association or the Board. Such arbitration shall take place before an impartial arbitrator. Should the Board self-insure or change carriers pursuant to this section, the privacy of the members of the unit shall be fully respected.

I. The Board will continue to provide opportunity for staff members to participate in a tax sheltered annuity program.

J. Extra Pay Positions: The following annual rates of pay for the term of the Agreement, in addition to the individual's appropriate annual salary, are established as set forth in Appendix B.

K. Course Reimbursement

1. Annual Budget

The Board will budget \$20,000 per year for the purpose of reimbursing teachers for the cost of course work towards attainment of a Masters or Sixth Year degree. Employees seeking course reimbursement for the attainment of their first Masters degree shall receive priority over all others such that employees seeking reimbursement as set forth below shall be paid the maximum benefit eligible prior to any other employees receiving any other payment under this section. After such employees have received their payment for courses in accordance with the maximum benefits provided below, then employees seeking multiple masters or sixth year degree shall be eligible to be reimbursed, in an equal amount on a per course basis, to the extent of available funds up to the maximum payment of \$1,700, and no more than \$850 per course per employee per fiscal year.

2. Maximum Benefit

Subject to the requirements set forth in this Section, teachers shall be eligible for reimbursement in the amount of up to \$850 per course (maximum of two courses per fiscal year per teacher).

3. Prior Approval

The educational program must be approved in advance by the Superintendent to be eligible for reimbursement.

4. Other Requirements

Receipt of course reimbursement shall occur after course completion and requires attainment of a grade of B or better. To be eligible for reimbursement in any fiscal year, the employee seeking reimbursement must provide the Board with adequate proof of having met the reimbursement requirements by June 10th of each year.

ARTICLE VII SALARY DEDUCTIONS

A. Dues Deduction and Service Fee Deduction

1. Conditions of Continued Employment

All teachers employed by the Old Saybrook Board of Education shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.

2. Deductions

The Old Saybrook Board agrees to deduct for each teacher, upon request, an amount equal to the Association membership dues or service fee by means of payroll deduction. The amount of the deduction from each paycheck shall be equal to the total Association dues divided by the number of paychecks from and including the last paycheck in September through the last paycheck in June. Service fees will be deducted from paychecks between January and June. The amount of Association 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 that month. The Board shall include with such check a list of teachers from whom such deductions were made.

The Association shall indemnify and save the Board and/or Town harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this article. In any such legal proceeding, the Board attorney will work in cooperation with the Association attorney, recognizing that the Association is the principal party in interest.

5. Lists

No later than August 1 of each school year, the Board of Education shall provide the Association with a list of the Old Saybrook Education Association bargaining unit members and the positions held by such employees. The Board shall immediately notify the Association whenever changes occur to such list.

6. Reference to Association

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

B. Other Deductions

1. Other deductions shall be made as required by governmental regulations and personnel authorizations. The Superintendent shall not be required to honor for any month's deduction any authorizations that are delivered to him/her later than one (1) month prior to the distribution of the payroll from which the deductions are to be made.

C. Deductions made for the purpose of tax sheltered annuities shall be paid out to the T.S.A. dispensing companies at two-week intervals throughout the contract year provided that the T.S.A. dispensing companies allow such payment schedule.

D. The Board will offer employees the ability to participate in the State of Connecticut Section 457 Plan or another similar plan with employees making voluntary contributions to such plan consistent with legal requirements, provided that such offering shall not result in any cost to the Board.

**ARTICLE VIII
SICK LEAVE**

A. Teachers shall be entitled to sick leave with full pay up to fifteen (15) working days in each year. Unused sick leave shall be accumulated from year to year, up to one hundred eighty (180) days, so long as the teacher remains continuously in the service of the Board of Education.

B. In the event of the absence of a teacher for illness in excess of five (5) consecutive working days or whenever the Superintendent has reasonable cause to believe that a teacher may be abusing the sick leave benefit, the Superintendent may require the teacher to produce a doctor's explanation of the need for absence from work.

C. Sick leave days can be used to cover doctor's appointments of a serious nature which, by necessity, must be scheduled on school time. Routine examinations of a preventative nature are excluded.

D. A teacher may use no more than five sick leave days in any one year for family illness, which shall be defined as the illness of an immediate family member residing with the teacher and requiring the presence at home of the teacher. In any instance in which the principal has reason to believe that such sick leave is being abused, the principal may request a doctor's certificate verifying that the family member is ill and the presence of the teacher at home is required.

**ARTICLE IX
LEAVES OF ABSENCE**

A. All members of the unit shall be entitled to the following leave of absence with full pay:

1. Up to three (3) days per year may be granted upon written request to the building principal. Written request will state specific reason for need for personal day and shall be submitted (except in the case of an emergency) at least twenty-four (24) hours prior to the commencement of leave. Personal days will be permitted only for emergencies or to attend matters that cannot be attended outside of regular working hours.

2. Up to five (5) school days per death in the immediate family shall be granted each year. Such days may only be taken within the seven (7) calendar days immediately following the death. Immediate family shall include a grandparent, parent, sibling, a spouse, a child, a grandchild and an in-law. A written appeal for consideration of up to five (5) school days for any other relative or a person who, immediately preceding such death has been a member of the same household as the teacher, should be directed to the Superintendent's office. Request (except in the case of an emergency) will be made twenty-four (24) hours prior to the commencement of leave;

3. The Superintendent may grant time off with pay for religious holidays in cases where the teacher cannot accommodate his/her religious beliefs outside of the school day. Application for such leave shall be made to the Superintendent at least forty-eight (48) hours before commencement of such leave;

4. The Superintendent may grant absences with pay for professional activities. Normally, application for such leave shall be made to the Superintendent at least forty-eight (48) hours before commencement of such leave.

B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the member of the unit is entitled.

C. Upon request, the Board will grant a leave of absence without compensation as follows:

1. Military service as provided in Section 10-156d of Connecticut General Statutes.

2. A two-year Peace Corps assignment. (Teacher to be granted credit on salary plan for two years served.)

3. A one-year overseas teaching assignment. (Teacher to be granted credit on salary plan for one year served.)

While on any unpaid leave, except as otherwise required by law, a teacher shall have the right to continue medical benefits at his/her own expense for the duration of such approved leave.

D. Teachers seeking reinstatement after written leave shall apply in writing by March 1 of the school year immediately preceding the year in which they wish to return to service.

E. Teachers shall be eligible for a leave of absence of no more than one (1) year without compensation upon approval of the Superintendent of Schools and the Board of Education. Teachers shall notify the school board by March 1 of their intent to return the following September. No experience credit on the salary plan shall be granted for such leave.

F. Pregnancy and Maternity Leave

1. Sick leave shall be applicable to physical disabilities related to pregnancy and childbearing as provided by law.

2. Leave for maternity and/or child-rearing reasons may be granted without compensation for at least one school year, but the date of the teacher's return to the classroom must be in September at the beginning of a school year.

3. It is the responsibility of the teacher taking leave under the conditions described in the above two paragraphs to notify the Superintendent as soon as practicably possible so that appropriate substitute services may be obtained and the least disruption of educational services to students occurs.

G. When it is necessary, pursuant to the Grievance procedure in Article V of this Agreement for a school representative, member of the local Committee on Professional Rights and Responsibilities or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during a school day, s/he shall, upon notice to his/her supervisor and/or principal and to the Superintendent by the President of the Association, be released without loss of pay, as necessary in order to permit participation in the foregoing activities, but this privilege shall be limited to one Association representative per grievance, per day. Any teacher whose appearance as a witness is necessary at such investigations, meeting(s), or hearings shall be accorded the same privilege. The Association agrees that these privileges shall not be abused.

H. Upon returning from a leave of absence the teacher shall be entitled to reinstatement of any benefits earned or accrued at the time of taking such leave.

I. Request for leave of absence shall be received by the Superintendent, in writing, prior to March 1st each year, except for leave under "A," "F" and "G."

ARTICLE X WORKING CONDITIONS

A. The Board and the Association recognize that class size is an important aspect of an effective educational program.

B. The scheduled work year of teachers covered by the Teachers' Salary Schedule (other than new personnel and others who may be required to attend preschool orientation sessions) shall begin not more than three (3) days prior to the opening of school in September and terminate on the final classroom day. The number of scheduled classroom days shall not exceed

181, plus five (5) professional development days, and two (2) evening parent/teacher conference sessions which shall not exceed two and one-half (2 1/2) hours in length per evening.

C. School Day and After-School Meetings

1. All teachers in a building are to be in their homerooms a minimum of fifteen (15) minutes before school begins, unless on special duty. All teachers shall remain in school a minimum of thirty (30) minutes after pupil dismissal; when not required by the Principal, Superintendent or Board to attend after-school meetings, teachers shall be available during these thirty (30) minutes to provide extra help to students.

2. The length of the school day shall be set forth in administrative regulations and published for any succeeding year by no later than August 1. Beginning with the 1996-97 school year and continuing each year thereafter, the high school student day shall increase by twenty (20) minutes to a total of six (6) hours and forty (40) minutes. This settlement includes all impact issues associated with such increase in high school teacher work time.

3. Teachers shall be expected to participate actively in those professional activities which contribute to the educational program, including staff meetings, workshops, departmental activities and meetings with the Board of Education.

4. Teachers may be required to remain after school for up to one and one-half (1 1/2) hours, four (4) days of each month, to attend any of the following staff meetings:

- a. Superintendent of School's general staff meeting or other meetings called by the Superintendent of Schools.
- b. General faculty meetings called by the school principal.
- c. Department meetings.
- d. Special Education-related meetings.

The number of after school meetings shall be reduced to three (3) in any month where the Board schedules and conducts an evening parent/teacher conference. In the event that the Board schedules and conducts two (2) parent/teacher conferences in any one month, the number of after-school meetings shall be reduced to two (2) in such month.

5. No professional meeting shall be held during lunch hours or the teachers' preparation and planning periods, unless mutually agreed upon by both parties involved.

6. Teachers shall be required to attend two (2) evening parent/teacher conference sessions which shall not exceed two and one-half (2 1/2) hours in length per evening.

7. The Board of Education may schedule up to two classes each year which may be held prior to the normal school day in order to meet curriculum requirements, provided that assignments to such classes shall be voluntary, the classes shall be limited to Grades 9 through

12, and teachers assigned to such classes shall not be required to increase the length of their regular work day.

D. All teachers shall have an uninterrupted duty-free lunch period daily of at least the same duration as that of the students.

E. Preparation and Planning

The Board shall provide each teacher with a daily schedule containing one (1) preparation period of at least 30 minutes in length at the elementary level and at least 40 minutes in length at the middle school and high school level and one (1) duty period. All other time, excluding the teacher's lunch period, will be assigned by administration.

F. Teaching Periods

1. The Board recognizes that it is desirable that grade 4-12 teachers shall not be required to teach more than two (2) different subjects nor to make more than three (3) teaching preparations within said subjects at any one time and that teachers generally should not be required to teach more than five (5) classes at any one time except when an overload arises. In the event of an overload, which requires a qualified K-12 teacher to teach a sixth class, the Board agrees to pay such teacher at the rate of one-fifth (1/5) of the daily rate applicable to the Step 1 Bachelors level salary for assuming such overload assignment in biweekly payments provided that such positions should be posted annually. Further, if no qualified employee applies, the Board shall be allowed to choose an employee for a sixth teaching period even if they did not apply voluntarily. Teachers assigned to a sixth teaching period will forego the preparation period. In the event that there are fewer than five (5) days of instruction in an overload section, the overload payment due will be determined by dividing the standard overload payment by five (5) and multiplying that amount by the actual number of days of instruction provided per week.

2. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major fields of study.

G. Non-Teaching Duties

The Board of Education and the Old Saybrook Education Association agree that a teacher's primary responsibility is to teach and that his/her energy should be utilized to this end. The Board and the Association recognize that paraprofessionals and part-time clerical and non-teaching employees are useful and necessary in order to implement this principle. Therefore, it is agreed as follows:

1. Kindergarten through grade three teachers shall be relieved of supervising cafeteria and playground during noontime.

2. Clerical assistance will be given to teachers in all schools on a daily basis for typing and/or duplicating of instructional materials, examinations, materials pertinent to the curricular and co-curricular programs, and school correspondence.

H. Teacher Assignment and Transfers

1. The assignment and transfer of teachers within the school system is the responsibility of the Superintendent of Schools. Assignments and/or transfers shall be made only after every effort has been made to meet the reasonable requests and desires of any teacher concerned. A change in assignment within a building unit may be handled directly by the supervising principal, subject to approval by the Superintendent, following a conference with the teacher concerned, and subject to appeal through the grievance procedure.

2. Teachers shall be notified in writing of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and, under normal circumstances, not later than the end of the school year. A change in assignment following the end of the school year shall be made only after consultation with staff members involved.

3. In arranging schedules for teachers who are assigned to more than one school, an effort shall be made to limit the amount of interschool travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.

4. Teachers shall be hired and assigned without discrimination in regard to race, color, religious creed, age, sex, marital status, sexual orientation, national origin, ancestry, disability, or town of residence except in the case of a bona fide occupational qualification or need or except as otherwise permitted or required by law.

5. Ability groups shall be rotated as fairly as possible among the grade and/or departmental staff.

6. Teaching loads shall be assigned as fairly as reasonably possible.

7. Extracurricular assignments and duties shall be distributed as fairly as possible.

8. In the event a teacher misses a day of school and the administration cannot secure a substitute, a teacher, who is assigned by the administration to cover the absent teacher and thereby loses a professional period, shall be compensated at the rate of fifteen (\$15.00) dollars for each professional period so lost.

I. Vacancies

1. Except as otherwise provided below, all openings for regular and special positions covered under the existing salary agreement, including extra pay positions, shall be publicized in every school as far in advance as possible and ordinarily at least ten (10) days in advance, and a job description or statement of qualifications posted in each school. Notwithstanding the above, the parties specifically agree that the only positions that need to be posted pursuant to this Section are the original open positions. Any vacancies created by the filling of the original, posted openings need not be posted by the Board. The parties agree that when the Board posts the original open positions such posting shall include a notice as follows: "This posting

constitutes notice of any position that may become open as a result of filling the opening(s) listed herein”.

2. Subject to the above provision, all teachers shall be given adequate opportunity to make application for such positions, and where an internal and external candidate for a position are equally qualified, preference will be given to the internal candidate. An "internal" candidate is one already employed by the Board at the time the position becomes open.

3. All appointments shall be made without discrimination in regard to race, color, religious creed, age, sex, marital status, sexual orientation, national origin, ancestry, disability, or town of residence except in the case of a bona fide occupational qualification or need or except as otherwise permitted or required by law.

J. Teacher Facilities

The Board shall make every effort to ensure that each school has the following facilities:

1. Space in each classroom in which teachers may safely store instructional materials and supplies.

2. A teacher workroom containing adequate equipment and supplies to prepare instructional materials.

3. An appropriately furnished room to be used as a faculty lounge, said room to be in addition to the aforementioned teacher workroom.

4. Well-lighted, equipped, and clean teacher rest rooms.

5. Adequate parking space for all teachers.

K. Barring emergencies, and to the extent reasonably possible, classrooms shall be ready and available to teachers at all levels at least two weeks before the opening of school.

L. Teachers shall play an active role in the preparation, implementation, and evaluation of curriculum, but final decisions lie with the Board of Education.

M. Teacher Rights

1. The private and personal life of a teacher is not within the appropriate concern or attention of the Board except as it may interfere with the teachers' responsibilities to, and relationships with, students and/or the school system.

2. Teachers are entitled to full rights of citizenship, and no religious or political activities of any teacher or lack thereof will be grounds for any disciplinary or discriminatory action with respect to the professional employment of such teacher, provided such activities do not take place during his/her working hours and are protected by law.

3. The inclusion of certain teacher "rights" or privileges in this Agreement shall not be interpreted to mean that teachers are denied others not listed.

N. The Board will consult with the Association upon the proposed school calendar and agrees to give serious consideration to the Association's point of view.

O. Assignments to Special School Programs (summer school, adult education, and homebound instruction).

1. Positions in these programs shall be filled first by qualified teachers regularly employed in the school system. Assignments to programs offering credit shall be awarded to qualified, certified teachers.

2. In filling such position, the criteria shall be a teacher's area of competence, major and/or minor field of study, length of service in the system, and prior experience in these programs, if any. Where qualification and experience are approximately equal, seniority shall prevail.

3. All openings for these positions shall be listed as early as possible.

P. Complaints Against Teachers

1. Teachers shall be informed immediately of any complaint(s) against them and the name(s) of the person(s) making said complaint(s) except where such information is otherwise precluded from such disclosure by law.

2. The proper channels of communication shall be from the complainant to the teacher, to the principal if unresolved at the teacher level, to the Superintendent of Schools and finally to the Board of Education, except where other lines of communication are required by law or the circumstances of the complaint.

Q. No new programs, activities or procedures which pertain to a teacher's wages, hours of work or other terms and conditions of employment shall be introduced until teachers affected shall have had adequate opportunities for input and feedback.

R. Teachers, who volunteer to take new courses which the Superintendent or Principal certifies in writing to be necessary for the implementation of new programs, curriculum changes and/or improvements, shall be reimbursed for tuition, materials and mileage involved in taking said courses. No teacher shall be reimbursed for any such expense unless said teacher, prior to incurring such expense, has received written approval of the Superintendent.

S. Virtual Learning

1. Virtual or other on-line learning programs (hereinafter "Virtual Learning") are intended to provide a vehicle for students enrolled in Old Saybrook Public Schools who cannot access a class to continue their education. It provides educational opportunities that they may not be able to access through other means.

2. Virtual Learning is a generic term. The Board may enter into contracts or one-time opportunities for students based on needs and, in as much as there is a variety of offerings available to educational institutions, the District will use this flexibility to choose from the best opportunity for each circumstance. All new virtual learning offerings will be reviewed and recommended by the standing district curriculum committee.
3. All virtual learning programs utilized in Old Saybrook Public Schools will have a bargaining unit member assigned to it unless no qualified (appropriately certified) member of the bargaining unit applies for the position. In this case, the District may assign a qualified staff member from within or outside the bargaining unit.
4. Any bargaining unit member who is considered to be the teacher of record shall be compensated \$500 per full credit course (a course that typically runs for an entire year) for the first student and \$75 per full credit course for each additional student in the same course. Courses would be pro-rated accordingly for semester courses. Note: if the teacher serves as teacher of record for an additional course, payment would follow the same conditions.
5. For programs where a bargaining unit member serves as mentor to students who are assessed and graded by someone through a Virtual Learning program, the bargaining unit member will be relieved of one duty per week.
6. Virtual Learning classes will not result in the reduction of required overall credits or reduction in the number of core or elective classes a student must earn, nor will it be provided for the purpose of reducing the number of full-time equivalent positions within the bargaining unit but Virtual Learning credits can be substituted for traditional classroom courses in the following circumstances:
 - a. Students may access Virtual Learning to retrieve credit;
 - b. Students may access Virtual Learning while unable to attend school for legitimate reasons;
 - c. Students may access Virtual Learning in order to double-up on course requirements in order to graduate on time;
 - d. Students may access Virtual Learning when a course is not offered at the Old Saybrook Public School they would otherwise attend;
 - e. Students may access Virtual Learning when a course is cancelled for lack of enrollment or because of an inability to fit it into the school year schedule. Typically, courses will be cancelled when fewer than six students are enrolled though exceptions allowing a smaller class to run or a larger class to be cancelled may occur at the discretion of the administration.
7. Virtual Learning opportunities shall consist of no more than 15 courses and no more than 5 students per course in any school year.

**ARTICLE XI
GENERAL PROVISIONS**

- A. It is understood that this Agreement is subject to, and shall operate within the framework of, the Statutes of the State of Connecticut.
- B. It is understood that teachers shall continue to serve under the direction of the Superintendent of Schools and in accordance with Board policies, and administrative rules and regulations.
- C. There shall be no reprisals of any kind against any teacher by reasons of his/her membership in the Association or participation in its activities, provided such membership or participation in no way conflicts with any other provision of this Agreement.
- D. Any teacher shall have the opportunity to review and discuss his/her evaluation reports with his/her supervisors and to review the contents of his/her personal file as maintained by building principals, supervisors, or the Superintendent.
- E. When it is necessary for official representatives of the Association to engage in Association activities directly relating to the Association's duties as representative of the teachers, they shall be given such free time, without pay, as is necessary to perform any such activities, provided such free time has been approved in accordance with established administrative regulations. The Association, and its officers recognize and agree that this privilege should not be abused.
- F. The Board shall provide each teacher with the complete texts of the current Professional Agreement and Evaluation Instrument.
- G. The Board shall provide to the Association an updated copy of its current Policy Book and have available an additional copy in each school office.
- H. If any portion of this Agreement is ruled invalid for any reason, the remainder of the Agreement shall remain in full force and effect.
- I. The Board and the Association agree that as to its membership the Association shall be expected to deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and through procedures developed by the Association with emphasis upon raising professional standards.
- J. At the discretion of the Board, job sharing may be allowed in accordance with Board Policy provided that this Section of the collective bargaining agreement shall not be subject to the terms of the Grievance Procedure set forth in Article V.
- K. No teacher shall be disciplined except for just cause, provided that the just cause requirement shall not apply to tenured teacher terminations and non-tenured teacher terminations and non-renewals which shall be handled in accordance with the requirements of the law and which shall not be subject to the Grievance Procedure set forth in Article V.

ARTICLE XII
REDUCTION IN STAFF

A. General Statement of Policy

It is recognized that the Board has the responsibility to maintain outstanding public elementary and secondary schools and to implement the educational interest of the state. However, recognizing also that it may become necessary to eliminate certified staff positions in certain circumstances, this policy is adopted to provide a fair and orderly process should such eliminations become necessary.

B. Reasons for Elimination of Certified Staff Positions

It is recognized that the Board has the sole and exclusive prerogative to eliminate certified staff positions consistent with the provisions of the state statutes. Elimination of certified staff positions may result from decreases in student enrollment, changes in curriculum, severe financial conditions, or other circumstances as determined by the Board.

C. Definitions

As used herein the term "teacher" shall apply to those employees in Article II.

D. Procedure

Prior to any lay-off, the Association President shall be notified in writing, of the details of the lay-off, that is of the number of teachers to be laid off and the positions which are to be eliminated. The Administration shall meet with the Association President and his/her designees for the purpose of explaining the layoffs and conferring with the Association regarding the reasons for the order of lay-off as such information becomes available.

1. Retirement, resignations, voluntary transfers, non-renewals, and terminations for reasons other than position elimination, will first be reviewed to determine if the staff is reduced in sufficient number in this manner to avoid further release of teachers,
2. If additional staff must be released, a review will be made of the performance, qualifications, and ability as a teacher in the Old Saybrook Public Schools,
3. If in the judgment of the Superintendent, teachers under consideration for layoff have similar skill, qualifications and ability, then those having the least

years of continuous service¹ in Old Saybrook will be released first using the following in order:

- a. Persons with a Durational Shortage Area Permit (DSAP) will be laid-off before any non-tenured and tenured teachers certified for the applicable position.
- b. Non-tenured teachers with the least number of years of service in the Association will be laid off before tenured teachers unless the certification of a tenured teacher provides no opportunity within the bargaining unit due to reduction in force.
- c. Tenured teachers are permitted to displace any non-tenured teacher in the employ of the Board provided they are properly certified for the position held by the non-tenured staff member. The Superintendent shall annually provide the president of The Association with a list of members of the bargaining unit indicating date of hire.
- d. If still further reduction is necessary, tenured teachers with the least number of years of teaching experience in the Association will be laid off first, provided there are fully qualified teachers to replace them and perform all the needed duties of the laid-off teachers.

If the years of service are considered equal between two or more staff then the date their signed hiring letter was returned to the Superintendent's office will be used as a tie-breaker.

- e. For the purpose of this policy, a teacher shall be considered to have "tenure" if such teacher is a tenured teacher as defined under the Connecticut General Statutes as amended. Wherever non-renewal or termination is required, such action shall be handled under applicable Connecticut Statutes.

E. Policy Provisions not Applicable to Promotions

Nothing herein shall require the promotion of a teacher to a position of higher rank or authority although the teacher whose contract is to be terminated or non-renewed because of elimination of position is qualified and/or certified for the promotional position.

¹ Continuous teaching service is defined as professional employment by the Old Saybrook Schools with no interruption of service except for military, sabbatical or child-rearing leave. Unpaid leave will not count toward seniority but there will be no loss of previously accrued seniority during said leave.

Part-time teaching service will be pro-rated upon the nearest tenth of teaching load as defined by the letter of employment and a pro-rating of days if service is for less than a full school year. (e.g., a teacher hired to teach three subjects on November 1 would be considered a .6 load x 146/182 school year and would be pro-rated as .48.)

F. Recall Procedures

If the contract of employment of a teacher is terminated because of elimination of position, the name of that teacher shall be placed on a reappointment list at the time the teacher is notified of the separation and remain on such list for a period of 18 months after the date of separation of that teacher's contract. If a position becomes open during such period, and the teacher has been selected by the Board or Superintendent as a person on the recall list who is certified to hold that position, then the teacher will be notified in writing by registered mail, sent to the last known address possible. The teacher shall accept or reject the appointment in writing within seven (7) days after receipt of such notification. If the appointment is accepted, the teacher shall receive a written contract within twenty (20) days of receipt of the teacher's reply by the Board. If the teacher rejects the appointment offer or does not respond according to procedure within seven (7) days after receipt of such notification, the name of the teacher will be removed from the recall list. If the position offered is less than the full-time equivalent (FTE) of the position the teacher was laid-off from, then the teacher may accept or reject the position without affecting his or her place on the recall list.

G. In-Service Opportunities for Displaced or Recalled Teachers


Teachers who are displaced or recalled to positions which result in an assignment to a grade or subject which differs from their most recent assignment in the Old Saybrook Public Schools, may be offered the opportunity to participate in in-service activities or take courses designed to orient said teachers to the specific curriculum and instructional methodologies associated with their reappointment. In-service activities of this nature will be scheduled at the discretion of the Superintendent.


DURATION OF CONTRACT

The provisions of this Agreement shall become effective as of September 1, 2014 and shall remain and continue in full force and effect until August 31, 2017.

SIGNATURE BLOCK

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

Signature: 
Chairman
Old Saybrook
Board of Education

Signature: 
President
Old Saybrook
Education Association


Date


Date

**BOARD OF EDUCATION
OLD SAYBROOK SCHOOL DISTRICT
Initial Contract of Employment**

[Name], hereby agrees to serve as a teacher in the Old Saybrook Public School District, subject to the conditions stated below, beginning [DATE], and is responsible to the Board of Education through the Superintendent of Schools. In return for such service, the Board of Education agrees to pay the teacher an initial annual salary of \$[*], with future salary adjustments to be determined by the Board of Education and the exclusive bargaining representative of Old Saybrook teachers.

This contract may be terminated by mutual consent at any time, or terminated by the Board of Education in accordance with applicable statutes. The teacher may resign for good reason by submitting written notice, at least thirty business days in advance of leaving. Further, a teacher is prohibited from entering into a contract with any other boards of education between July 31st and the first student day of the new school year in Old Saybrook. This contract will be considered null/void if any contracts with any other Boards of Education are in effect. The Board of Education has the sole and exclusive prerogative to eliminate professional staff positions resulting from decreases in student enrollment, changes in curriculum, budget cuts, or other circumstances as determined by the Board of Education.

This contract is subject to the Policies, Rules and Regulations of the Board of Education for the Old Saybrook School District, and the local collective bargaining agreement. In addition, this contract is also subject to the teacher's procurement of all the necessary endorsements and certification(s) to fulfill the requirements as outlined by the State Department of Education.

[*] Percent of [?], Step , year(s) experience on the [YEAR] (B.A., M.A., *etc.*) Salary Schedule for the 20XX-20YY School Year. Position: (Grade) Teacher at the (HS, MS, KG) School. This contract is contingent upon receipt of final documentation of certification, State of Connecticut-required background check, notarized verification of actual years of teaching, other experience credited by The Superintendent, and when applicable, evidence of resignation. You have been hired as a (Previously Tenured,) Teacher (having achieved and verified tenure status in your former Connecticut District (name)/(Non-Tenured Teacher), therefore, you will be on the twenty/forty school month cycle in order to achieve tenure status. (Tenure is achieved only if you receive an offer to return for the next school year following your initial probationary years, which, if all conditions are met, and you continue at your current full-time rate of pay would make you eligible for tenure in Old Saybrook in Month, Year.) (By my signing this contract, I verify and am in agreement with the number of years-of-experience credited.) This Agreement supersedes any and all agreements, either oral or in writing, between the Board of Education and the Employee.

SIGNED:

**Board of Education of the
Old Saybrook District**

Employee

Superintendent

Date

Date

APPENDIX A

**Teacher Salary Schedule
2014-15**

Step	Years	BA	Years	MA	6th Year
1	0	\$41,018	0	\$45,644	\$47,810
2	1	\$42,283	1	\$47,889	\$50,291
3	2-4	\$43,547	2-4	\$50,135	\$52,772
4	5	\$44,814	5	\$52,380	\$55,253
5	6	\$46,079	6	\$54,625	\$57,734
6	7-8	\$47,344	7-8	\$56,870	\$60,215
7	9-10	\$48,609	9-10	\$59,116	\$62,696
8	11-13	\$49,875	11-13	\$61,362	\$65,177
9	14	\$51,139	14	\$63,608	\$67,659
10	15+	\$54,553	15	\$65,871	\$70,129
11			16-18	\$68,135	\$72,598
12			19-21	\$70,666	\$75,333
13			22	\$73,197	\$78,068
14			23	\$76,823	\$82,386
15			24+	\$81,879	\$88,210

**Teacher Salary Schedule
2015-16**

Step	Years	BA	Years	MA	6th Year
1	0-1	\$43,223	0-1	\$47,849	\$50,015
2	2	\$44,488	2	\$50,094	\$52,496
3	3-5	\$45,752	3-5	\$52,340	\$54,977
4	6	\$47,019	6	\$54,585	\$57,458
5	7	\$48,284	7	\$56,830	\$59,939
6	8-9	\$49,549	8-9	\$59,075	\$62,420
7	10-11	\$50,814	10-11	\$61,321	\$64,901
8	12-14	\$52,080	12-14	\$63,567	\$67,382
9	15	\$53,344	15	\$65,813	\$69,864
10	16+	\$55,553	16	\$68,076	\$72,334
11			17-19	\$70,340	\$74,803
12			20-22	\$72,871	\$77,538
13			23	\$75,402	\$80,273
14			24	\$79,028	\$84,591
15			25+	\$82,879	\$89,210

APPENDIX A
(con't.)

Teacher Salary Schedule
2016-17

Step	Years	BA	Years	MA	6th Year
1	0	\$43,240	0	\$47,868	\$50,035
2	1-2	\$44,506	1-2	\$50,114	\$52,517
3	3	\$45,770	3	\$52,361	\$54,999
4	4-6	\$47,038	4-6	\$54,607	\$57,481
5	7	\$48,303	7	\$56,853	\$59,963
6	8	\$49,569	8	\$59,099	\$62,445
7	9-10	\$50,834	9-10	\$61,346	\$64,927
8	11-12	\$52,101	11-12	\$63,592	\$67,409
9	13-15	\$53,365	13-15	\$65,839	\$69,892
10	16+	\$55,797	16	\$68,103	\$72,363
11			17	\$70,368	\$74,833
12			18-20	\$72,900	\$77,569
13			21-23	\$75,432	\$80,305
14			24	\$79,060	\$84,625
15			25+	\$83,181	\$89,441

APPENDIX B

Extra-stipend position	#		14-15	15-16	16-17
District Curriculum Stipends			Rate	Rate	Rate
Building Level Specialist I - Mathematics	1.00	position @	3,353	3,445	3,540
Building Level Specialist I - Mathematics	1.00	position @	3,353	3,445	3,540
Building Level Specialist I - Mathematics	1.00	position @	3,353	3,445	3,540
Building Level Specialist I - Language Arts	1.00	position @	3,353	3,445	3,540
Building Level Specialist I - Language Arts	1.00	position @	3,353	3,445	3,540
Building Level Specialist I - Language Arts	1.00	position @	3,353	3,445	3,540
Building Level Specialist I - Science	1.00	position @	3,353	3,445	3,540
Building Level Specialist I - Science	1.00	position @	3,353	3,445	3,540
Building Level Specialist I - Science	1.00	position @	3,353	3,445	3,540
Building Level Specialist I - Social Studies	1.00	position @	3,353	3,445	3,540
Building Level Specialist I - Social Studies	1.00	position @	3,353	3,445	3,540
Building Level Specialist I - Social Studies	1.00	position @	3,353	3,445	3,540
Building Level Specialist II - Pupil Services	1.00	position @	3,353	3,445	3,540
District Guidance Coordinator	1.00	position @	2,776	2,852	2,930
Fine Arts District Coordinator	1.00	position @	3,353	3,445	3,540
Grade Level Leader - Goodwin School	1.00	position @	3,353	3,445	3,540
Guidance 5 additional days	5.00	positions @	1,711	1,758	1,806
Guidance -High School - 10 more additional days	2.00	positions @	3,425	3,519	3,616
Health/PE/Family and Consumer Science District Coordinator	1.00	position @	3,353	3,445	3,540
Program Specialist I - PreK-3 with .40 FTE reassignment	1.00	position @	3,353	3,445	3,540
Program Specialist II - Pupil Services with .40 FTE reassignment	1.00	position @	3,353	3,445	3,540
Technology District Coordinator - Business, Computer Science, Library Media, Voc-Tech	1.00	position @	3,353	3,445	3,540
World Language District Coordinator	1.00	position @	3,353	3,445	3,540
District Stipend Positions					
District Public Relations Coordinator	1.00	position @	4,421	4,543	4,668
Tutor	-	position @	40.88	42.00	43.16
District-wide Sports Stipends					
Athletic director (stipend + .4 release time)	1.00	position @	8,849	9,092	9,342
Athletic director - (5 Extra Days)	1.00	position @	1,711	1,758	1,806
High School Fall Sports Stipends					
Cheerleading Fall Head Coach Co-ed	1.00	position @	2,008	2,063	2,120
Cross Country Head Coach (Varsity) Co-ed	1.00	position @	3,998	4,108	4,221
Cross Country Assistant Coach (JV) Co-ed	1.00	position @	2,325	2,389	2,455
Field Hockey Head Coach (Varsity) Girls	1.00	position @	4,736	4,866	5,000
Field Hockey Assistant Coach (JV) Girls	1.00	position @	2,920	3,000	3,083
Football Head Coach (Varsity) Boys	1.00	position @	5,926	6,089	6,256
Football Assistant Coach (JV) Boys	3.00	positions @	3,352	3,444	3,539
Soccer Head Coach (Varsity) Boys	1.00	position @	4,736	4,866	5,000
Soccer Head Coach (Varsity) Girls	1.00	position @	4,736	4,866	5,000
Soccer Assistant Coach (JV) Boys	1.00	position @	2,920	3,000	3,083
Soccer Assistant Coach (JV) Girls	1.00	position @	2,920	3,000	3,083
Swimming Head Coach (Varsity) Girls	1.00	position @	3,312	3,403	3,497

APPENDIX B
(cont.)

High School Winter Sports Stipends

Basketball Head Coach (Varsity) Boys	1.00	position @	5,926	6,089	6,256
Basketball Head Coach (Varsity) Girls	1.00	position @	5,926	6,089	6,256
Basketball Assistant Coach (JV) Boys	1.00	position @	3,885	3,992	4,102
Basketball Assistant Coach (JV) Girls	1.00	position @	3,885	3,992	4,102
Basketball Freshman Boys	1.00	position @	2,621	2,693	2,767
Basketball Freshman Girls	1.00	position @	2,621	2,693	2,767
Dance Team Head Coach Co-ed	1.00	position @	2,008	2,063	2,120
Indoor Track Head Coach Co-ed	1.00	position @	3,612	3,711	3,813
Indoor Track Assistant Coach (JV) Co-ed	1.00	position @	2,913	2,993	3,075
Swimming Head Coach (Varsity) Boys	1.00	position @	3,312	3,403	3,497

High School Spring Sports Stipends

Baseball Head Coach (Varsity) Boys	1.00	position @	5,029	5,167	5,309
Baseball Assistant Coach (JV) Boys	1.00	position @	2,740	2,815	2,892
Golf Head Coach (Varsity) Co-ed	1.00	position @	3,312	3,403	3,497
Lacrosse Head Coach (Varsity) Girls	1.00	position @	4,736	4,866	5,000
Lacrosse Head Coach (Varsity) Boys	1.00	position @	4,736	4,866	5,000
Lacrosse Assistant Coach (JV) Boys	1.00	position @	2,920	3,000	3,083
Lacrosse Assistant Coach (JV) Girls	1.00	position @	2,920	3,000	3,083
Softball Head Coach (Varsity) Girls	1.00	position @	5,029	5,167	5,309
Softball Assistant Coach (JV) Girls	1.00	position @	2,740	2,815	2,892
Tennis Head Coach (Varsity) Boys	1.00	position @	3,706	3,808	3,913
Tennis Head Coach (Varsity) Girls	1.00	position @	3,706	3,808	3,913
Track Head Coach (Varsity) Boys	1.00	position @	4,381	4,501	4,625
Track Head Coach (Varsity) Girls	1.00	position @	4,381	4,501	4,625
Track Assistant Coach (JV) Co-ed	1.00	position @	2,913	2,993	3,075

Middle School Fall Sports Stipends

Cheerleading	1.00	position @	1,262	1,297	1,333
Cross Country Coach Co-ed	2.00	positions @	2,670	2,743	2,818
Field Hockey Coach	2.00	positions @	2,670	2,743	2,818
Soccer Coach Boys	2.00	positions @	2,670	2,743	2,818
Soccer Coach Girls	2.00	positions @	2,670	2,743	2,818

Middle School Winter Sports Stipends

Basketball Coach Boys	2.00	positions @	2,670	2,743	2,818
Basketball Coach Girls	2.00	positions @	2,670	2,743	2,818

Middle School Spring Sports Stipends

Baseball Coach Boys	2.00	positions @	2,670	2,743	2,818
Softball Coach Girls	2.00	positions @	2,670	2,743	2,818

High School General Activity Stipends

Academic Advisor for Extracurricular Activities	1.00	position @	3,706	3,808	3,913
Audio-visual coordinator	1.00	position @	4,409	4,530	4,655
Awards coordinator	1.00	position @	2,032	2,088	2,145
Chemical Hygiene Officer	1.00	position @	1,543	1,585	1,629
Community Service Coordinator grades 9-11	1.00	position @	2,866	2,945	3,026
Debate team advisor	1.00	position @	2,032	2,088	2,145
Drama club advisor	1.00	position @	3,048	3,132	3,218
Ecology Club Advisor	1.00	position @	3,048	3,132	3,218

APPENDIX B
(cont.)

High School General Activity Stipends (con't)

Freshman advisor	1.00	position @	1,543	1,585	1,629
High school bowl advisor	1.00	position @	2,032	2,088	2,145
Honor society advisor	1.00	position @	2,032	2,088	2,145
Intramurals Co-ed	2.00	positions @	2,651	2,724	2,799
Junior class advisor	1.00	position @	2,866	2,945	3,026
Math team advisor	1.00	position @	2,499	2,568	2,639
Newspaper advisor	2.00	positions @	2,317	2,381	2,446
Scholarship Coordinator	1.00	position @	2,032	2,088	2,145
Senior class advisor	1.00	position @	2,866	2,945	3,026
Sophomore advisor	1.00	position @	1,699	1,746	1,794
Stage manager	1.00	position @	2,660	2,733	2,808
Student council advisor	1.00	position @	3,090	3,175	3,262
WISE Coordinator	1.00	position @	2,866	2,945	3,026
Yearbook advisor	1.00	position @	3,706	3,808	3,913

Middle School General Activity Stipends

Audio Visual Coordinator	1.00	position @	2,048	2,104	2,162
Community Service Coordinator grade 8	1.00	position @	957	983	1,010
Destination Imagination	1.00	position @	1,855	1,906	1,958
Drama Club Advisor	1.00	position @	2,660	2,733	2,808
Grade 7 Advisor	1.00	position @	1,664	1,710	1,757
Grade 8 Advisor	1.00	position @	2,063	2,120	2,178
Gymnastics Intramurals Co-ed	1.00	position @	1,940	1,993	2,048
Intramurals Co-ed	2.00	positions @	2,327	2,391	2,457
Math Counts / Lego Club Advisor	2.00	positions @	1,855	1,906	1,958
Morning News Advisor	1.00	position @	2,660	2,733	2,808
Newspaper Advisor	1.00	position @	2,032	2,088	2,145
Student Council Advisor	1.00	position @	2,032	2,088	2,145

Goodwin School General Activity Stipends

Art After School Program	1.00	position @	2,660	2,733	2,808
Audio-visual coordinator	1.00	position @	2,050	2,106	2,164
Music After School Program	1.00	position @	2,660	2,733	2,808
Teacher - In - Charge	1.00	position @	2,171	2,231	2,292

High Music Activity Stipends

Band director	1.00	position @	4,409	4,530	4,655
Music director	1.00	position @	7,420	7,624	7,834
Musical Advisor	1.00	position @	4,409	4,530	4,655
Musical Advisor	-	position @	4,409	4,530	4,655
Pep Band	1.00	position @	2,411	2,477	2,545

Middle School Music Stipends

Instrumental Music Director	1.00	position @	2,994	3,076	3,161
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* The Athletic Director shall be provided with clerical assistance as the School Administration determines that such assistance is necessary.

APPENDIX B
(cont.)

All extra pay positions are for a duration of one year. Each year assignments will be granted based on review and recommendations of the administration. If the Board creates a new extra pay position during the term of this Agreement, the Board shall notify the Association of its decision and offer to bargain regarding the pay rate for such new position. In the event that the Board and the Association do not reach an agreement regarding the pay rate for the new position in advance of the position's start date, then the Board shall pay the individual the rate proposed by the Board until such time as a final pay rate is agreed upon between the parties.

In the event that no qualified applicant applies for any posted stipend position, the job opportunity may be reposted with modified requirements in the Board's discretion. In such event, the Board and the Association will bargain over the pay rate and release time, if any, to be provided for the modified stipend.



APPENDIX C

Century Preferred \$30/\$300/\$200/\$200 Old Saybrook Teachers FD 007

Century Preferred is a preferred provider organization (PPO) plan.

COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:
Office Visit (OV) Copayment	\$30 per visit	Deductible & Coinsurance
Specialist Visit (SV) Copayment	\$30 per visit	Deductible & Coinsurance
Hospital (HSP) Copayment	\$300 per ADM	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$50	Not Covered
Emergency Room (ER) Copayment – <i>waived if admitted</i>	\$200	\$200
Outpatient Surgery (OS) Copayment	\$200	Deductible & Coinsurance
Ambulatory Surgery (ASC) Copayment	\$200	Deductible & Coinsurance
Calendar Year Deductible (<i>individual/2-member family/3+ member family</i>)	Not Applicable	\$200/\$400/\$500
Coinsurance		20% after deductible up to
Coinsurance Maximum (<i>individual/2-member family/3+ member family</i>)		\$800/\$1600/\$2000
Cost Share Maximum (<i>individual/2-member family/3+ member family</i>)		\$1000/\$2000/\$2500
Lifetime Maximum	Unlimited	Unlimited

PREVENTIVE CARE - Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits

Well child care	No Charge	Deductible & Coinsurance
Periodic, routine health examinations	No Charge	
Routine OB/GYN visits	No Charge	
Mammography	No Charge	
Hearing screening	No Charge	

MEDICAL CARE

Office visits <i>Primary Care</i> <i>Specialist</i>	OV Copayment SV Copayment	Deductible & Coinsurance
Outpatient mental health & substance abuse - <i>prior authorization required</i>	OV Copayment	
OB/GYN care	SV Copayment	
Surgical fees of a Physician or Surgeon	OV/SV Copayment*	
Maternity care – <i>initial visit subject to copayment, no charge thereafter</i>	SV Copayment	
Diagnostic lab and x-ray	No Charge	
High-cost outpatient diagnostic – <i>The following are not subject to copay: MRI, MRA, CAT, CTA, PET, SPECT scans</i>	\$0 Copayment per service	
Allergy services <i>Office visits/testing</i> <i>Injections—Unlimited</i>	SV Copayment \$0 Copayment	

HOSPITAL CARE – Prior authorization required

Semi-private room (<i>General/Medical/Surgical/Maternity</i>)	HSP Copayment	Deductible & Coinsurance
Inpatient mental health & substance abuse	HSP Copayment	
Skilled nursing facility – <i>up to 120 days per calendar year</i>	HSP Copayment	
Rehabilitative services – <i>up to 60 days per person per calendar year</i>	No Charge	
Outpatient surgery – <i>in a hospital</i>	OS Copayment	
Ambulatory surgery – <i>in other than a hospital setting</i>	ASC Copayment	

EMERGENCY CARE

Walk-in centers	OV Copayment	Deductible & Coinsurance
Urgent care – <i>at participating centers only</i>	UR Copayment	Not Covered
Emergency care – <i>copayment waived if admitted</i>	ER Copayment	ER Copayment
Ambulance	No Charge	No Charge

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APPENDIX C
(cont.)

OTHER HEALTH CARE	In-Network Member pays:	Out-of-Network Member pays:
Outpatient rehabilitative services – <i>Unlimited PT,OT,ST and Chiropractic</i>	\$0 Copayment	Deductible & Coinsurance
Durable medical equipment / Prosthetic devices <i>Unlimited maximum per calendar year</i>	Covered	Deductible & Coinsurance
Diabetic supplies, drugs & equipment <i>Diabetic drugs are covered at in-network benefit level under Rx Rider</i>	Covered under Rx Rider	
Infertility – <i>Covered with unlimited maximum.</i>	Applicable Copayment	Deductible & Coinsurance
Home health care <i>200 visits per member per calendar year</i>	No Charge	\$50 Deductible & 20 % Coinsurance

PREVENTIVE CARE SCHEDULES

Well Child Care (including immunizations)

- ◆ 7 exams, birth up to age 1
- ◆ 7 exams, ages 1 up to 5
- ◆ 1 exam every year, ages 5 up to 22

Adult Exams

- ◆ 1 exam every year, ages 22+

Vision Exams: 1 exam every 2 calendar years
Hearing Exams: 1 exam per calendar year
OB/GYN Exams: 1 exam per calendar year

Notes To Benefit Descriptions

- ◆ In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- ◆ Inpatient Hospital Per Admission Copay is waived if readmitted within 30 days for same diagnosis.
- ◆ Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants.
- ◆ Members are responsible for the balance of charges billed by out-of-network providers after payment for covered services has been made by Anthem Blue Cross and Blue Shield according to the Comprehensive Schedule of Professional Services.

Please refer to the *SpecialOffers@Anthem* brochure in your enrollment kit for information on the discounts we offer on health-related products and services.

This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred Plan. Please refer to your Subscriber Agreement/Certificate of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

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NGF
Effective 7-1-2013

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APPENDIX C
(cont.)

FULL DENTAL PLAN

The Full Dental Plan covers diagnostic, preventive and restorative procedures necessary for adequate dental health.

COVERED SERVICES INCLUDE:

- Oral Examinations
- Periapical and bitewing X-rays
- Topical fluoride applications for members under age 19
- Prophylaxis, including cleaning, scaling and polishing
- Relining of dentures
- Repairs of broken removable dentures
- Palliative emergency treatment
- Routine fillings consisting of silver amalgam and tooth color materials; including stainless steel crowns (primary teeth)*
- Simple extractions **
- Endodontics - including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)

*Payment for an inlay, onlay or crown will equal the amount payable for a three-surface amalgam filling when the member is not covered by Dental Amendatory Rider A.

**Payment for a surgical extraction or a hemisection with root removal will equal the amount payable for a simple extraction when the member is not covered by the Dental Amendatory Rider A.

ACCESSING BENEFITS:

Participating Dentists Benefits

When a member receives care from one of our Participating Dentists, he or she simply presents his or her identification card showing dental coverage. The dentist bills us directly for all covered services.

For dental care provided by a Participating dentist, we will pay the lesser of the dentist's usual charge or the Usual, Customary and Reasonable Charge as determined by us. The dentist accepts our reimbursement as full payment and may not bill the member for any additional charges.

Non-Participating Dentists Benefits

For covered dental services provided by a Non-Participating Dentist, in or out of Connecticut, we pay the lesser of the dentist's charge or the applicable allowance for the procedure, as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This is not a legal contract. It is only a general description of the Preventive Plus Dental Plan benefits, limitations and exclusions. A complete listing of benefits, limitations and exclusions can be found in the Master Group Policy or Description of Benefits.

APPENDIX C
(cont.)

Dental Amendatory Rider A
Additional Basic Benefits

In addition to the services provided under your dental program, the following additional basic benefits are provided:

- ◆ Inlays (not part of bridge)
- ◆ Onlays (not part of bridge)
- ◆ Crown (not part of bridge)
- ◆ Space Maintainers
- ◆ Oral surgery consisting of fracture and dislocation treatment, diagnosis and treatment of cyst and abscess, surgical extractions and impaction
- ◆ Apicoectomy

The dental services listed above are subject to the following qualifications:

We will pay for individual crowns, inlays and onlays only when amalgam or synthetic fillings would not be satisfactory for the retention of the tooth, as determined by us.

We will not pay for a replacement provided less than five (5) years following a placement or replacement which was covered under this Rider. We will not pay for individual crowns, inlays or onlays placed to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are splinted together for any reason.

ACCESSING BENEFITS:

Participating Dentists Benefits

Anthem Blue Cross and Blue Shield will pay the lesser of 50% of the dentist's usual charge or 50% percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

Non-Participating Dentists Benefits

In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of 50% of the dentist's charge or 50% of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross and Blue Shield Dental Amendatory Rider A. Refer to your Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.