

AGREEMENT

between

**THE BOARD OF EDUCATION of the
TOWN OF PLAINVILLE, CONNECTICUT**

and

EDUCATION ASSOCIATION OF PLAINVILLE, CONNECTICUT

JULY 1, 2013 through JUNE 30, 2016

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May 15, 2013

ARTICLE 1: PREAMBLE

A. This Agreement is negotiated to fix for its term the salaries and all other conditions of employment required to be negotiated pursuant to Sections 10-153b through 10-153i of the Connecticut General Statutes.

B. Unless it is specifically modified by any provision of this Agreement, it is recognized that the Board of Education and/or the Superintendent has and will continue to retain, whether exercised or not, the sole right, responsibility, and prerogative to direct the operation of the public schools in the town of Plainville as provided in the General Statutes of the State of Connecticut.

ARTICLE 2: RECOGNITION

A. The Board recognizes the Education Association of Plainville as the exclusive bargaining representative, as defined in §10-153 of the Connecticut General Statutes, as amended, for the entire group of certified professional employees of the Board in positions requiring a teacher special services certificate and employees holding a durational shortage area permit or a resident teacher certificate who are below the rank of assistant principal. The Board further recognizes the Association as the exclusive bargaining representative for all unit members whose positions require certification, in the areas of Summer School, Homebound Instruction and Driver Education.

B. Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement shall refer to all employees in the above unit.

C. The term "Superintendent" or "Superintendent of Schools" shall mean the Superintendent or his designee.

D. The Board agrees to provide the Association president and the chairman of the Personnel Policies Committee with copies of the Board minutes and a complete package of information as presented to Board members within two working days after publication and with copies of the agenda of Board meeting at the same time as they are sent to Board members. The package of information as presented to Board members shall not include documents which are exempt from disclosure under the Freedom of Information Act, Conn. Gen. Stat § 1-15 et -seq., documents relating to matters to be disclosed in executive session, documents relating to collective bargaining and personal notes and documents. The provisions of this article relating to the disclosure of this packet shall be exempt from the grievance procedure.

ARTICLE 3: PROFESSIONAL NEGOTIATIONS

A. According to §10-153a through g of the Connecticut General statutes, as amended, the parties herein agree to start negotiating in good faith with the E.A.P. in the manner and for the purposes prescribed by law. The agreement as negotiated shall bind and inure

to the benefit of the parties and shall be reduced to writing and signed by the Board and the E.A.P.

B. During the negotiations, the Board and the E.A.P. shall exchange relevant data, points of view, and proposals and counter-proposals with respect to salaries and any other conditions of employment about which either party wishes to negotiate. The Board shall provide budget information as it becomes ready and then on request of the Salary Committee. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

ARTICLE 4: GRIEVANCE PROCEDURES

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise under the terms of this agreement. Both parties agree that proceedings shall be kept as confidential as is appropriate.

B. Definitions

1. "Grievance" shall mean a claim based on an alleged violation, misinterpretation or misapplication of the specific terms of this Agreement.
2. "Teacher" shall mean any professional employee who is a member of the bargaining unit, and may include a group of teachers similarly affected by a grievance.
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 days when school is in session, except after May 1st, when days shall mean business days so that the matter may be resolved before the end of the school term or soon as possible thereafter.
5. "The Board" shall mean the Board of Education or a committee of the Board of Education which committee shall consist of no less than three (3) members of the Board.

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 signed by the teacher (or a representative of the EAP) and the Superintendent of Schools.
2. If a teacher does not file a grievance in writing under Section E of this Article within twenty-five (25) days after he/she knew, or should have known, of the act or conditions

on which the grievance is based, then the grievance shall be considered to have been waived.

3. 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 may have a grievance, he may first discuss the matter with his 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 shall have the right to have the E.A.P. assist him in further efforts to resolve the problem informally with the principal or other appropriate administrator.

E. Formal Procedure

1. Level One - School Principal

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

(b) The principal shall, within five (5) days after receipt of the written grievance, render his decision and the reasons therefore in writing to the aggrieved teacher, with a copy of the decision sent to the E.A.P.

2. Level Two - Superintendent of Schools

(a) If the aggrieved teacher is not satisfied with the disposition of his grievance at Level One, he may, within three (3) days after the decision, or within eight (8) days after his formal presentation, file his written grievance with the E.A.P. for referral to the Superintendent of Schools.

(b) The E.A.P. shall, within five (5) days after receipt, refer the grievance to the Superintendent, but prior to so doing; the E.A.P. shall provide an opportunity for the aggrieved teacher to meet with the appropriate E.A.P. 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 E.A.P. for the purpose of resolving the grievance. A full and accurate record of such hearing shall be kept by the Superintendent and made available to any party in interest upon written request.

(d) The Superintendent shall, within three (3) days after the hearing, render his/her decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the E.A.P.

3. Level Three - Board of Education

(a) If the aggrieved teacher is not satisfied with the disposition of his grievance at Level Two, he may, within three (3) days after the decision, or within six (6) days after the hearing, file the grievance again with the E.A.P. for appeal to the Board of Education.

(b) The E.A.P. shall, within three (3) 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 E.A.P. for the purpose of resolving the grievance. A full and accurate record of such hearing shall be kept by the Superintendent and made available to any party in interest upon written request.

(d) The Board shall, within twenty (20) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved teacher with a copy to the E.A.P.

4. Level Four - Arbitration

(a) If the aggrieved teacher is not satisfied with the disposition of his grievance at Level Three, he may, within three (3) days after the decision, or within twenty three (23) days after the board meeting, request in writing to the president of the E.A.P. that his grievance be submitted to arbitration.

(b) The Association only may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing.

(c) The chairman of the Board and the president of the E.A.P. shall, within five (5) 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 this five day period, the Association may within three days submit the grievance to arbitration by filing a demand for arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The submission shall be filed simultaneously with the Superintendent of Schools and shall set forth the provisions of the Agreement which are alleged to have been violated, misinterpreted or misapplied.

(d) The arbitrator shall, render his decision in writing to all parties in interest, setting forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall limit his/her decision strictly to an interpretation and application of the specific provisions of this Agreement and he shall have no authority to add to or delete from this Agreement.

The decision of the arbitrator shall be final and binding upon all concerned.

(e) The cost for the services of the arbitrator shall be borne equally by the Board and the E.A.P.

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 Level Two and Three of the formal grievance procedure by a representative of the E.A.P. When a teacher is not represented by the E.A.P., the E.A.P. shall have the right to be present and to state its views at all stages of the procedure.

3. The E.A.P. 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, shall be prepared by the Superintendent, with the approval of the Association, and made available through the E.A.P. so as to facilitate operation of the grievance procedure. The aggrieved teacher shall cite the Articles breached and suggest a proposed remedy for his/her grievance.

ARTICLE 5: CLASS SIZE

A. The Board of Education and the E.A.P. recognize the desirability of achieving optimum teaching - learning conditions by assuring workable class size. To this end the Board agrees that the ultimate goal shall be a class size no more than twenty-five (25) pupils for all conventional academic classes, wherever such class size is practical as determined by the Board of Education.

ARTICLE 6: TEACHER WORK DAY AND TEACHER WORK YEAR

A. The teacher work year shall consist of the 180 day student year plus seven (7) days. At least one of these days shall be designated a teacher work day and will occur before the beginning of the student school year and contiguous to it. No meetings or other administration directed activities will be scheduled for these teacher work days. At least two of the days will be scheduled either contiguous to or during the course of the student school year and will be used for professional development activities as directed and organized by the administration. An administrator/teacher committee will determine the use of the remaining days, which shall be contiguous to or during the student year.

B. The Board shall negotiate the impact of any change in the length of the teacher work year prior to making such change.

C. The Board shall negotiate the impact of any change in the length of the teacher work day prior to making such change.

ARTICLE 7: BEFORE OR AFTER SCHOOL MEETINGS

A. In an effort to allow staff member's adequate opportunity to schedule before or after school appointments, the Superintendent of Schools or designee shall make a reasonable effort to announce a schedule of school meetings at the beginning of the school year. Meetings will normally be held on the same day of the week.

B. Meetings shall not normally be longer than one hour. Meetings scheduled before school shall normally be convened no earlier than one hour before the start of the student instructional day with mutual agreement of the Administration and staff, and meetings after school shall normally be convened within fifteen minutes after student dismissal.

C. In the event that the Superintendent or his designee finds it necessary to call a meeting on days other than those scheduled, the following guidelines shall be invoked:

1. Whenever possible, one week's prior notice will be given to all staff members involved.

2. Teachers having prior commitments which cannot be rescheduled shall request permission not to attend the meeting.

3. Principals shall normally permit teachers having previously scheduled commitments to be in non-attendance without penalty, provided at least one day's notice is given by the teacher, except in emergency situations.

D. Under normal circumstances, staff members shall be required to attend no more than four {4} meetings per month nor shall they normally be required to attend more than one (1) meeting per week.

E. A meeting, for the purpose of this article, is defined as full faculty or all faculty meetings.

Excluded are professional development, curriculum, curriculum sub-committee, department meetings or meetings called by non-administrators.

ARTICLE 8: DUTY-FREE LUNCH, RECESS DUTY

A. Secondary school teachers shall have an uninterrupted duty-free lunch period daily of twenty minutes. Elementary school teachers shall have a duty-free lunch period of twenty-five minutes.

ARTICLE 9: PREPARATION PERIOD

A. All secondary classroom teachers shall have, in addition to their lunch period, at least one (1) preparation period per day equal in time to one (1) full instructional period. The preparation period as indicated shall not include regularly assigned supervisory

responsibilities. If a change in scheduling generates a change in the length of the instructional period, then this provision shall be subject to impact bargaining.

B. Each elementary classroom teacher shall use the time during art, music, library and physical education as preparation periods. During these periods, teachers shall be in their classrooms or otherwise engaged in preparation. In the event that a special subject teacher in art, music, library, and physical education is absent, the administration will make a reasonable effort to obtain a substitute. If a substitute cannot be obtained, the teacher will be required to remain with his/her class and the administration will make a reasonable effort to schedule a comparable period of time, within one (1) week, for the purpose of preparation.

In addition, elementary teachers will be scheduled for an additional 20 minutes per day as self-directed time to engage in preparation for class, parent conferences, or other school related activities.

Volunteers for any duty in the elementary school for the twenty minutes shall be compensated at \$1,030 for the year.

C. The President of the Association (or a teacher whom the President so designates in writing) will be released from duties such as bus duty, lunch duty, recess duty, and study hall for enrichment for the purpose of conducting necessary Association business.

ARTICLE 10: TEACHING PERIODS

A. Secondary school teachers shall not be required to teach more than two (2) subjects or to have more than three (3) teaching preparations within said subjects or combination of subjects at anyone time.

In this reference preparations shall be defined as any of the following:

1. Special areas within one discipline, e.g., U. S. History, Asian History, Geography or Civics.
2. Levels within one discipline, e.g., English I, II, III, IV.
3. Divisions among special areas and divisions among levels not to exceed three (3) (Honors or Advanced, All Others).
4. Excluded are special education and related service teachers when such teachers must provide individual or small group instruction in multiple subjects to meet the individualized education plans of students identified with special needs.

In addition to a normal teaching program, teachers may be required to teach one limited enrollment course provided that they are relieved from study hall obligations.

ARTICLE 11: TEACHING ASSIGNMENTS

- A. Teachers initially employed by the Board shall receive their building grade and/or subject assignments from the Superintendent's office.
- B. Teachers already in the system shall receive notification of their programs for the ensuing school year prior to the close of the current school year.
- C. Teachers shall be notified in writing of any changes in their programs and schedules for the ensuing school year, including the schools to which they will be assigned the grade and/or subjects that they will teach, and any special or unusual classes or assignments that they will have. In the event of a change in circumstances or conditions during the months of May through August such assignments may be changed only as required thereby, with prompt notice in writing to both the teacher and the E.A.P.
- D. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned to subjects and/or grades or other classes outside the scope of their teaching certificates except as provided by state law or regulations 10-145d-418, as may be amended.
- E. In the determination of assignments, the convenience and wishes of the teacher shall be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils as determined by the Superintendent of Schools.
- F. In arranging schedules for teachers who are assigned to more than one school, a reasonable effort shall be made to limit the amount of inter-school travel. Such teachers shall be notified of any changes in their schedules by the close of the current school year.

ARTICLE 12: TEACHER TRANSFERS

A. Voluntary Transfers

1. Transfers, as used in this section, means any movement to a position vacated by death, retirement, discharge, resignation or to a newly created position within a certification area for which no differential is paid.
2. Teachers who desire to transfer to another grade and/or subject assignment and/or school assignment, shall file a written statement with reasons for such desire with the Superintendent by March 1. Such statement shall include the grade and/or subject assignment and/or school assignment (in order of preference, if the teacher has a preference) to which he/she desires to be transferred.
3. Teacher transfers shall be made without regard to age, race, creed, color, religion, nationality, or marital status.
4. Consideration shall be given to those teachers who have expressed a desire to be transferred to a vacant position pursuant to Subsection A (2), above. The administration

shall give careful consideration to internal applicants and shall guarantee said applicants an interview. Positions shall be posted for at least seven days internally before advertising externally.

5. Preference shall be given to the most qualified applicant either from within or from outside the system and seniority shall control if candidates for the position have equal qualifications so long as the educational interests of the system are best served.

B. Involuntary Transfers

1. Transfer shall always be based on the best interests of the educational process as determined by the Superintendent. No involuntary transfer will be made unless there has been a meeting of the teacher(s) involved and an appropriate administrator named by the Superintendent. However, consideration must be given to the availability of people concerned during the summer months.

2. When an involuntary transfer to another building is necessary, written notification shall be given to the teacher if practical by June 1. The transfer shall be to a position for which the teacher is certified or holding a durational shortage area permit. Enrollment changes during the summer, however, may not allow for such notification prior to the close of the school year.

3. When an involuntary transfer within the same building is necessary, the school principal shall notify the involved teachers in writing if practical by June 1. Enrollment changes during the summer, however, may not allow for such notification prior to the close of the school year.

4. A teacher who does not wish to be transferred may appeal the decision of the Superintendent by following the grievance procedure.

ARTICLE 13: PROMOTIONS

A. Promotions, as used in this section, means any movement to a position which pays a salary differential and/or requires additional certification.

B. The Board shall maintain a promotion list of those teachers interested in being considered for promotion to administrative positions or vacancies. It shall be the responsibility of the teacher to notify the administration of their interest in specific positions. Upon request the Board shall provide job specifications and remuneration for all professional positions other than classroom teacher.

C. When a vacancy exists or a new position is created, the staff shall be notified as follows:

Vacancies in all positions, other than that of academic classroom teacher shall be posted in all schools a minimum of 2 weeks before the closing date of the applications. If a vacancy occurs when school is not in session, those persons whose names are on the

promotion list shall receive notice by mail at least two weeks before the closing date of applications.

D. Nothing in this Article shall require the Board to promote a bargaining unit member to a promotional vacancy.

ARTICLE 14: TEACHER FACILITIES

The Board and the E.A.P. agree that each school shall have the following facilities:

1. A room furnished as a faculty lounge.
2. Well-lighted and clean teacher rest rooms, with separate facilities for men and women.
3. An adequate dining area provided for the teachers, separate from that of the students.

ARTICLE 15: USES OF SCHOOL FACILITIES

A. The E.A.P. will have the right to use school buildings without cost at reasonable times for meetings, provided, however, that the E.A.P. will be required to pay for any additional custodial costs involved by reason of said meetings.

B. There will be one (1) bulletin board in each school building which will be placed in the faculty lounge, for the purpose of displaying notices, circulars, and other material. Copies of all such material will be given to the building Principal, but his advance approval will not be required. The E.A.P. agrees that it will not post any material which is derogatory to the administration, the Board of Education or any member thereof, or the School System.

ARTICLE 16: DUPLICATING FACILITIES

Photocopy machines, computers, fax machines, transparency machines, laminating machines, and book binding machines in each school are available for the use of teachers in preparing instructional materials.

ARTICLE 17: TEXTBOOKS

A. The Board guarantees that it will provide sufficient textbooks, in hard copy or electronic format, to insure that each pupil in a classroom has textbooks for his own use.

ARTICLE 18: CONTRACTS

The Board agrees to use as the form for the written contract of employment of each individual certified professional employee and the teacher's annual salary statement attached hereto as Appendix B.

ARTICLE 19: COVERAGE AND COMPENSATION

A. When a teacher is requested to cover a classroom of another teacher during his preparation period, the present policy of providing no financial reimbursement shall be continued.

ARTICLE 20: ANNUITY PLAN

Teachers shall be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to United States Public Law No. 87-370.

ARTICLE 21: PROTECTION OF TEACHERS

A. Teachers shall report immediately in writing to their principal and to the central office all cases of assault suffered by them in connection with their employment.

B. Such report shall be forwarded through the Superintendent to the Board which shall comply with any reasonable request from the teacher of information in its possession not privileged under law which relates to the incident or the persons involved.

C. The Board agrees to protect and to save harmless a teacher from financial loss and expense arising from the result of an assault upon a teacher in accordance with the standards set forth in Conn. Gen. Stat §10-236a or as a result of a claim, demand, suit or judgment in accordance with the standards set forth in Conn. Gen. Stat. §10-235.

D. Whenever a teacher is absent from school as a result of personal injury caused by an assault arising out of and in course of his employment, he shall be paid his full salary for the period of such absence without having such absence charged to his annual or accumulated sick leave. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any workman's compensation award for temporary disability due to the said assault injury for the period for which such salary is paid. The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his duties.

E. Any substantive, serious complaint made to the school administration against a teacher by any parent, student, or other person shall promptly be called to the attention of the teacher. In no case shall any anonymous complaint or other complaint of third parties not investigated by the administration be placed in any teacher's file.

F. In the event that a teacher is called upon to meet with the Superintendent and/or principal(s) or his/her immediate supervisor for the purpose of discussing (1) the possibility of being formally reprimanded or disciplined; (2) involuntary transfer; (3) salary; (4) promotion or demotion; (5) discharge or resignation; or (6) a complaint by a parent, guardian, etc.; association representation shall be accorded any teachers who desire it. The administrator or supervisor requesting the meeting shall immediately confirm the reason for the meeting and the content of the discussion.

G. No material, excluding ordinary business records, originating after the initial date of employment, shall be placed in any teacher's personnel file unless the teacher has had an opportunity to review and an opportunity to sign the material. Such signature shall indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean the teacher's agreement with the content of the material. The teacher shall also have 30 days to write a response to said material. This written response shall then stay in the personnel file as long as such material stays in the file.

H. No teacher shall be suspended without pay except for just cause.

ARTICLE 22: PERSONAL INJURY BENEFITS

Whenever a teacher is absent from school as a result of personal injury caused by an accident arising out of and in the course of employment, he/she shall be paid his/her full salary (less the amount of any worker's compensation award made for temporary disability due to said injury) for the period of such absence up to a maximum of one hundred (100) days or the point of maximum recovery, whichever comes first. No part of such absence shall be charged to his annual or accumulated sick leave.

ARTICLE 23: TEMPORARY DISABILITY LEAVE

A. Teachers shall be entitled to sick leave with full pay up to eighteen (18) working days in each school year in addition to the number of days accumulated. Unused sick leave may be accumulated from year to year to a maximum of the number of days in the teacher work year. Members of the bargaining unit who commence work during the 1985-86 school year or later shall be entitled to fifteen (15) days of sick leave cumulative to the number of days in the teacher work year.

B. Teachers shall be notified of the number of sick days accumulated by October 1.

C. In the case of an impending temporary disability, the Board may request a monthly statement of fitness to work.

D. In the case of an extended disability, the teacher may be required to present proof of disability by his or her doctor.

Sick Leave Bank

The parties shall establish a pool of sick leave days not to exceed one (1) day per teacher x the number of teachers wishing to participate in the sick leave pool. The one (1) day per teacher shall come from the annual allotment of sick leave days granted to teachers.

If a teacher becomes seriously ill and uses up his/her unused total sick leave account he/she may apply to the Teacher Committee on the Sick Leave Bank for the purpose of receiving an additional number of days to add to his/her own account. The decision of the Committee shall be final and not appealable. Only teachers who donate days to the Bank shall participate in the program. In no event may the Committee grant more than a total of one hundred (100) days per teacher per year.

Any sick leave days remaining in the Bank at the end of the year will be carried over to the following year and shall be accumulated from year to year not to exceed a maximum of one thousand (1000) days. The current accumulation of sick leave days (as of June 30, 1997) shall remain in effect until "drawn down" to the cap.

Teachers hired on or after July 1, 1997, may not participate in the bank until after their fifth year of employment.

ARTICLE 24: SEVERANCE PAY

A. Upon the retirement of a teacher, such teacher shall be paid thirty-three (33%) percent of his/her accumulated sick leave, over and above his/her regular compensation. Teachers hired on or after July 1, 1997, shall be paid twenty (20%) percent of his /her accumulated sick leave, over and above his/her regular compensation. Teachers hired on or after July 1, 2013, shall not be eligible for this payment.

Teachers employed prior to July 1, 2013 are eligible for this benefit only after twenty (20) or more years of service to the Plainville Board of Education as a certified employee. Teachers shall also qualify for this benefit if, at the time of retirement, the teacher has worked for the Plainville Board of Education as a certified employee for at least fifteen (15) full years and is eligible for immediate payment of retirement benefits pursuant to Chapter 167a of the Connecticut General Statutes, as amended (§§10-183b and following).

B. Upon the death of a teacher, such teacher's estate shall be paid thirty-three (33%) percent of his /her accumulated sick leave, over and above his/her regular compensation. Teachers hired on or after July 1, 1997, shall have taught ten (10) or more years in Plainville in order to be eligible for this benefit.

C. Upon the permanent disability of a teacher, such teacher shall be paid thirty-three (33%) percent of his /her accumulated sick leave, over and above his/her regular compensation.

Teachers hired on or after July 1, 1997, shall have taught ten (10) or more years in Plainville in order to be eligible for this benefit.

Disability shall mean the inability to perform the customary and necessary tasks of a certified employee as determined by competent medical evidence. The Board may require the employee to be examined by its physician at Board expense.

D. Payment of the retirement benefit under this Article shall be on July 1 or January 1 following the retirement, as the teacher elects. A teacher planning to retire shall give no more than one year's written notice and no less than six months' written notice to the Superintendent prior to the date of retirement.

ARTICLE 25: PERSONAL DAYS

A. All teachers shall be entitled to the following leaves of absence with full pay:

1. One day per year for marriage (self, children, parent, sibling, and sibling of spouse);
2. One day per year for illness in the immediate family;
3. One day per year for attendance at graduation exercises (self, spouse, son, daughter);
4. One day per year for attendance at a professional conference at institutions of education, by mutual agreement with the Principal;
5. One day for birth of child by wife;
6. One day per year to participate in wedding of a friend or relative as a member of the wedding party, such as bride's maid, best man, usher;
7. One day per year to attend the funeral of a friend or relative.
8. One (1) day per year to attend to unspecified personal business. Personal leave should not be used to extend vacation periods or holidays. If extenuating circumstances arise concerning the latter, appeal may be made directly to the Superintendent of Schools;
9. Three (3) days for death in the immediate family. Immediate family shall refer to spouse, parents, grandparents, children, mother-in-law, father-in-law, brothers, sisters, and legal guardians;
10. Three (3) days per year to observe mandatory religious holidays during which the performance of servile work is prohibited by the tenets of the teacher's faith.

B. Application for leave in the provisions above shall be made to the immediate supervisor at least five school days before taking such leave (except in the case of emergencies where five school days are not feasible).

C. Leaves taken pursuant to the above provisions shall be in addition to any sick leave to which the teacher is entitled.

D. For leaves of absence other than those covered by any portion of this Agreement, the rate of deduction for such absences shall be based on the number of days in the teacher work year (e. g. (2 absences/187 work days) X basic salary = deduction.

ARTICLE 26: JURY DUTY

Any teacher who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or personal days. The staff member shall receive a rate of pay equal to the difference between the professional salary and the jury fee.

ARTICLE 27: EXCHANGE TEACHERS

In any year teachers may be exchanged for teachers from some other school administration district in the United States or in a foreign country. Such exchange shall be initially recommended by the Superintendent to the Board of Education, which shall take final action approving or disapproving such application for leave. All rights and privileges of the exchanged teacher shall continue in full force and effect during the exchange period.

Whenever a leave encompasses a full year or more the teacher shall notify the Superintendent by April 15 (of the leave year) in writing of his/her intent to return. The teacher shall, prior to commencement of the leave, agree in writing that failure to comply with agreed-upon date will be considered as a resignation, effective on that date.

Further, it is understood that teachers on leave of absence are subject to the provisions of §10-151 of the Statutes and/or prevalent contract language or Board policy on "Reduction in Force."

ARTICLE 28: SABBATICAL LEAVE

The Board of Education may review and approve worthwhile sabbatical programs or independent work subject to the following conditions:

- A. No more than one (1%) percent of the total staff shall be absent on sabbatical leave at any onetime.
- B. Requests for sabbatical leave must be received by the Board of Education in writing in such forms as may be required no later than the first of March preceding the school year for which the sabbatical is requested. It is understood that the deadline of March 1 shall be waived at the discretion of the Board of Education when fellowships, grants, or scholarships awarded later in the year make such a deadline unreasonable.
- C. The teacher will be eligible for an initial sabbatical leave after at least seven (7) consecutive full school years of active service in Plainville. A second sabbatical may be granted after another ten (10) year period.
- D. A sabbatical leave shall be for a full academic year and the professional staff member shall be paid at 1/2 his annual salary rate, or as otherwise agreed by the Board, the Association and the teacher, provided that the total compensation of any program grant, scholarship, assistantship or other compensation and the sabbatical pay does not exceed the teacher's full annual salary rate. In this instance, "full annual salary rate" shall be defined as that salary from which retirement is deducted. The Board of Education shall continue to include said teacher in the group insurance plans and the Connecticut Teachers' Retirement Association during the sabbatical year.
- E. The teacher, as a condition to the acceptance of the sabbatical leave, shall agree to return to employment in the system for two (2) full years. Upon return from sabbatical, the teacher shall be assigned to an equivalent position, whether full or part time, to that

which he/she held prior to the sabbatical leaves. Each teacher shall, prior to sabbatical, sign a promissory note for the amount of such sabbatical pay. Said note shall provide that it shall be forgiven in whole in the event the teacher shall complete two (2) years service after return from sabbatical, or shall die, and shall be forgiven in part, pro rata, in the event the teacher shall serve less than two (2) full years after return from sabbatical. Should the teacher fail to remain in service for two years after return from sabbatical, the promissory note shall be payable upon demand entitling the Board of Education to the legal rate of interest from the date of separation on the amount then due and owing and the costs of collection, including attorney's fees.

F. Whenever a leave encompasses a full year or more the teacher shall notify the Superintendent by April 15 (of the leave year) in writing of his/her intent to return. The teacher shall, prior to commencement of the leave, agree in writing that failure to comply with agreed upon date will be considered as a resignation, effective on that date.

G. Further, it is understood that teachers on leave of absence are subject to the provisions of §10-151 of the Statutes and/or prevalent contract language or Board policy on "Reduction in Force."

H. The teacher returning from sabbatical leave shall be placed on the appropriate step on the salary schedule as though he had been in active service in the system for the year of the sabbatical leave. The sabbatical shall not affect continuity of service or accrual of seniority toward longevity benefits.

I. A final report, in writing in such form as may be required regarding the results of the sabbatical leave, must be submitted by the teacher to the Board of Education by November 1st of the year in which he/she resumes teaching in Plainville.

ARTICLE 29: CHILD-REARING LEAVE

For child rearing purposes, tenured teachers in the Plainville system may request leave from the Board of Education subject to the following conditions:

A. Such leave may be requested any month, but such request shall be submitted in writing at least thirty (30) days prior to the expected commencement date of leave.

B. No experience credit on the salary schedule shall be granted for the period of leave.

C. Such leave shall be without compensation.

D. Such leave may extend for the remainder of the school year and the ensuing year. The actual return date of the teacher shall be mutually agreed upon in advance, taking into consideration the best educational interests of the school system.

E. Whenever a leave encompasses a full year or more the teacher shall notify the Superintendent by April 15 (of the leave year) in writing of his /her intent to return. The teacher shall, prior to commencement of the leave, agree in writing that failure to comply

and notify the Superintendent on the agreed date or to return to work on the agreed date, shall be considered as a resignation, effective immediately upon such failure.

F. Further, it is understood that teachers on leave of absence are subject to the provisions of §10-151 of the Statutes and/or prevalent contract language or Board policy on "Reduction in Force."

G. Upon return from leave, the teacher shall be assigned by the Superintendent to his/her former position or an equivalent position.

ARTICLE 30: PEACE CORPS LEAVE

A. Leaves of absence may be granted of up to two (2) years to teachers with tenure status who join the Peace Corps as full-time participation in such program.

B. No compensation shall be paid for such service.

C. The teacher returning from Peace Corps leave shall be placed on the appropriate step in the salary schedule as though he had been in active service in the system for the period of such leave.

D. Whenever a leave encompasses a full year or more the teacher shall notify the Superintendent by April 15th (of the leave year) in writing of his/her intent to return. The teacher shall, prior to commencement of the leave, agree in writing that failure to comply with agreed-upon date to notify the Superintendent or failure to return to the position shall be considered as a resignation, effective immediately upon the failure to notify or the failure to return.

E. Further, it is understood that teachers on leave of absence are subject to the provisions of §10-151 of the Statutes and/or prevalent contract language or Board policy on "Reduction in Force."

ARTICLE 31: E.A.P. LEAVE

A. If negotiations meetings between the Board and the E.A.P. are scheduled during normal working hours of a school day, not more than five (5) representatives of the Association shall be relieved from all regular duties without loss of pay in order to permit their attendance at such meetings. In the event that more representation is necessary, the E.A.P. will assume the costs of substitutes. Teachers shall attend these meetings without loss of pay. In no event shall the number of representatives exceed eight (8).

B. When it is necessary, pursuant to the Grievance Procedure in Article 4, "Grievance Procedure", for a school representative, member of the Committee on Professional Rights and Responsibilities, or other representative designated by the Association to attend a hearing which cannot be reasonably scheduled at a time other than during a school day, he shall, upon notice to his supervisor and/or Principal and notice to and approval by the Superintendent, be released without loss of pay in order to permit participation in such hearing. This privilege shall be limited to one E.A.P. representative per grievance

hearing per day. Any teacher whose appearance as a witness is necessary in such hearings shall be accorded the same right. The E.A.P. agrees that these rights shall not be abused.

ARTICLE 32: GENERAL LEAVE

A. A teacher may be allowed leave by the Superintendent not in excess of five (5) school days to begin programs of study which result from foundation or scholarship grants and which necessitate personal presence in advance of the close of the school year. Payment for the substitute teacher will be deducted from the teacher's salary based on the ratio of 1/the number of days in the teacher work year.

B.1. Leaves of absence without pay may be granted upon application to the Board to tenured teachers on regular appointment for the following purposes:

- (a) Study related to the teacher's certification field.
- (b) Study to meet eligibility requirements for certification other than that held by the teacher.
- (c) Acceptance of a teaching position in a foreign county for one year, with such leave renewable for an additional year. Such teaching position shall be sponsored or approved by the government of the United States.
- (d) In cases of extreme personal hardship such as serious illness to a spouse, parent, or legal dependent.
- (e) Other extended leaves may be granted by the Board of Education.

2. Except as noted above, leaves without pay shall be limited to one year.

3. All requests (with (d) above excepted) must be presented to the Board of Education by April 15, except in cases of unusual circumstances.

4. Requests must be in writing, spelling out concisely, and details of anticipated plans.

C. Whenever a leave encompasses a full year or more -

- Exchange Teachers Leave
- Sabbatical Leave
- Child-rearing Leave
- Peace Corps Leave
- General Leave

- The teacher shall notify the Superintendent by April 15 (of the leave year) in writing of his/her intent to return. The teacher shall, prior to commencement of the leave, agree in writing that failure to comply with agreed-upon date will be considered as a resignation, effective on that date.

Further, it is understood that teachers on leave of absence are subject to the provisions of §10-151 of the Statutes and/or prevalent contract language or Board policy on "Reduction in Force."

ARTICLE 33: GENERAL PROVISIONS

A. There shall be no reprisals of any kind taken against any teacher by reason of his membership in a professional organization or participation in its activities.

B. All provisions of this Agreement shall apply equally to all teachers, without discrimination on any basis prohibited by law, including age, race, creed, color, religion, nationality, sex or marital status.

ARTICLE 34: STAFF SALARIES

A. The salaries of all teachers covered by this Agreement are set forth in the Appendices which are attached hereto and made a part of the Agreement. In no event shall a salary differential be paid unless full state certification requirements are satisfied. In lieu of full state certification requirements, state approval may suffice temporarily at the discretion of the Superintendent. Salary differentials paid any certified employee of the Board - below the rank of Superintendent - shall be specified in a job description which shall be made available upon request.

B. Increments (step increases) are earned for satisfactory service. If the performance of a teacher is such as to be deemed unsatisfactory to the Superintendent or designee, upon recommendation of the principal or supervisor may withhold an increment (but not any salary schedule increase). The following procedures will be followed;

1. Notice that the teacher's performance is unsatisfactory must be given to the teacher in writing no later than January 31.
2. The teacher shall have three (3) months to show enough improvements in performance to merit satisfactory performance.
3. If the principal or supervisor informs the Superintendent or designee that the teacher's performance is satisfactory by April 30 the increment shall be restored to the teacher.
4. The withholding of an increment is both grievable and arbitrable.

ARTICLE 35: DEGREE CHANGE NOTIFICATION

Notification of degree changes is the responsibility of the individual teacher. Such notification must be submitted to the central office by December 15 prior to the school year in which the degree change is to take effect.

The central office, in an attempt to remind staff members of the foregoing requirement, will place a notice of this requirement in the pay envelopes of teachers sometime during the month of November.

ARTICLE 36: DEGREE DEFINITIONS AND SALARY PLACEMENT

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

Bachelor

A baccalaureate degree earned at an accredited college or university.

Master

A master's degree earned at an accredited college or university or completion of a thirty (30) hour program approved by the Plainville Board of Education through the A.S.C.

Master Plus Fifteen

Completion of fifteen (15) or more credits beyond a master's degree; or accredited the completion of fifteen (15) or more credits beyond a master's degree approved by the Plainville Board of Education through the A.S.C.

Sixth Year

A second master's degree in a discipline relevant to the teacher's assignment other than the discipline in which the initial master's degree was attained or the completion of thirty (30) credits beyond the master's degree in a program approved by an accredited college or university; or a "sixth-year certificate" from an accredited college or university or completion of a sixth year program approved by the Plainville Board of Education through the A.S.C.

Doctorate

A Ph.D. or Ed.D. earned at an accredited college or university.

The Board shall honor any programs for track advancement approved by the A.S.C. prior to July 1, 2013.

A teacher who has been placed on the MA + 15 salary lane and who fails to satisfactorily complete course work required for placement on the sixth year lane within a period of five years from his/her initial placement on the MA+15 lane, shall be placed on the next lower lane. A teacher who is placed on the next lower lane shall be eligible to advance to the sixth year lane upon satisfactory performance of course work in accordance with the provisions of this Article.

Explanation Page for Article 36

Advanced Studies Committee (ASC) shall be composed of the following members:

- 2 EAP appointed teachers serving alternating 3 year terms.
- 1 School Building Administrator
- 1 Human Resource Specialist
- 1 Superintendent of Schools or designee.

In addition, the Advanced Studies Committee shall meet as needed, by mutual consent, for the purpose of establishing and updating guidelines for course approval, under the direction of the Board of Education.

TEACHER SHORTAGE AREAS

Notwithstanding Article 36 of the Collective Bargaining Agreement between the below-signed parties, it is agreed that the administration may initially credit new staff in teacher shortage areas with additional step placement on the salary schedule for relevant work experience. Such step credit shall be in addition to credit granted for prior full time teaching experience. New staff receiving teaching credit and/or additional work experience credit will not be placed higher on the salary schedule than an existing staff member with similar credit and experience.

In addition, the parties agree that current staff in teacher shortage areas may petition the administration for additional step credit placement of up to two years based upon a review of relevant work experience. Each year administration shall determine teacher shortage areas and notify the association of the shortage areas prior to the hiring process. The administration shall support such determination with relevant data, including statistical information, relative numbers of applications for particular positions, and numbers of qualified applicants and information from the State Department of Education.

In all cases of placement pursuant to this letter, the administration shall notify and consult with the Association.

The decision of the administration is to grant additional staff credit placement pursuant to this provision shall be final.

SUPPLEMENTAL ACADEMIC TRAINING

The Board of Education and the E.A.P. recognize the desirability of having teachers upgrade themselves periodically.

Further, there will be constant attempt by the E.A.P. and the Board to set up jointly in-service programs to partially satisfy the above recommendation.

When determining salary step placement, no teacher may be hired below his/her creditable years of teaching experience and credit up to two years for military service shall be granted to all new employees hired under the terms of this agreement.

ARTICLE 37: REDUCTION IN PROFESSIONAL STAFF

Separation - This procedure shall apply to all certified employees of the Plainville Board of Education. When voluntary retirements, voluntary terminations, or non-renewal for non-continuing contracts are insufficient to meet a required staff reduction, certification and years of regular service to the Plainville School System will be the primary considerations in determining those to be separated. The reduction and recall procedure under this Article 37 shall not apply to teachers who only hold a durational shortage area permit or a resident teacher certificate and are not otherwise certified.

The following guidelines will apply:

A. If positions are eliminated, the persons with the least total regular service in the Plainville School System holding these positions will be considered first for reassignment or release. The following guidelines shall be used when considering those to be separated:

1. non-tenured teachers in order of seniority
2. tenured teachers holding a provisional educator's certificate in order of seniority
3. tenured teachers holding a professional educator's certificate in order of seniority

B. All certification on file in the personnel office for the members affected will be reviewed by a joint committee composed of the Superintendent and the E.A.P. and reassignment will be made to another position for which certification is held.

c. If no appropriate position is available for reassignment but the staff member whose position has been eliminated has had more regular service in Plainville than others in that certification area, the staff member with the least service in that area of certification in the Plainville School System will be released.

D. Regular service for this purpose includes total years of educational service rendered under a normal individual salary agreement. It does not include service as a long-term or day-to-day substitute, student teaching, or volunteer service.

RECALL

Recall Procedure:

A. The names of all teachers whose services have been terminated because of the elimination of a position shall be placed on a reappointment list and shall remain on such list for a period of two (2) years: provided such teacher notifies the office of the Superintendent in writing of his or her desire to remain on such list on or before March 1 of each year subsequent to his/her termination.

B. A list of teaching vacancies shall be made available on or before May 1, June 1, and July 15, by mail, to those teachers on the reappointment list. Deadlines for applications

will be May 30, June 30, and July 30. Positions opening after the July 15 vacancy list shall be filled by the Superintendent with system-wide notification but, in such event, such filling shall be considered temporary and such position (unless eliminated) shall be included on the list circulated on the next May 1.

C. Recall will be based on a reversal of the staff reduction criteria.

D. Teachers on the re-employment list in the order of length of time served, as determined in accordance with this agreement, shall be offered the opportunity to fill any position becoming vacant for which said teacher is then certified under certification regulations promulgated by the State Department of Education. A teacher who fails to accept recall after layoff within seven calendar days after notice of an available position has been sent by registered mail to the employee's last known address or fails to provide a reasonable excuse within such seven days for not accepting the position shall be eliminated from the reappointment list. A reasonable excuse shall be defined as grounds which would qualify for either sick or maternity leave under the collective bargaining agreement. If a teacher provides a reasonable excuse in seven days or is unable to accept a position on account of such reasonable excuse, said teacher shall be placed at the bottom of the reappointment list. If a teacher has secured temporary employment elsewhere, he shall be allowed thirty (30) calendar days of time before being required to report for work.

E. The names of all permanent and non-tenured teachers whose services are terminated prior to the date of this agreement shall be added to the reappointment list in accordance with this agreement and shall be placed directly above those on the list who have a shorter length of time served as an employee in the Plainville School System.

F. No new teacher shall be hired in a certification area until all teachers on the reappointment list with that certification have been recalled or decline the opening.

G. All benefits, except for those the State excludes, to which a teacher was entitled at the time of his lay-off, including but not limited to such items as unused sick leave, pension rights, seniority, etc., shall be restored to the teacher upon his/her return to active employment if within the specified three year period as defined in Section A. above.

H. While on lay-off, the teacher will have the option when permitted by statute or the insurer, to remain an active participant in fringe benefit programs, by contributing the full amount he would have been required to contribute, if any, plus the amount the Board would have had to pay for said group rates.

1. Upon his/her return to active employment, the teacher shall be assigned to the position held at the time of the lay-off, if possible, or to a position within his/her certification.

J. Any employee hired to replace a member of the bargaining unit who is taking a leave of absence pursuant to contract or otherwise is not eligible to be placed on the recall list under this Article and shall have no seniority with respect to reduction in force unless that employee is subsequently hired in a permanent teaching position.

ARTICLE 38: LONGEVITY

A teacher will be paid \$100 in addition to his/her scheduled base salary for the 15th, 16th, 17th, 18th, 19th, 20th year of service to Plainville.

Beginning with the twenty-first year of service at the beginning of the school year to the Plainville Public Schools, the teacher shall receive his base salary, according to schedule, plus \$250. This shall continue for the 21st, 22nd, 23rd, and 24th year of service.

Beginning with the twenty-fifth year of service at the beginning of the school year to the Plainville Public Schools, the teacher shall receive his base salary, according to schedule, plus \$500. This shall continue for each succeeding year of service.

Should the anniversary date of any of the above occur during the course of the school year the added remuneration will commence the following September.

ARTICLE 39: INSURANCE BENEFITS

The Board shall provide insurance coverage and pay the premium in accordance with the following terms and conditions.

A. High-Deductible Health Savings Account Plan as described below and summarized in Appendix C of this agreement. The master insurance contract shall be on file in the Business Office.

The High Deductible Health Plan has the following features:

- (1) \$2,000/\$4,000 single/two-person or family annual deductibles.
- (2) Preventive Care on a no copayment or deductible basis.
- (3) A Board-established Health Savings Account (H.S.A.) to allow teachers to fund the deductible on a pretax basis via payroll deduction. The Board shall pay seventy (70) percent of the applicable deductible for the 2013-2014 school year, sixty (60) percent for the 2014-2015 school year, and fifty (50) percent of the applicable deductible for the 2015-2016 school year. 50% of the Board's contribution to the deductible shall be made on July 1 or the first business day thereafter of each school year and the remaining 50% of the Board's contribution to the deductible shall be made on the first business day after January 1 of each school year. Teachers hired after the beginning of the year shall receive a prorated amount of the Board's contribution to the deductible as set forth above.
- (4) Premium cost share 13% paid by the teacher and 87% paid by the Board for the 2013-2014 school year, 14% paid by the teacher and 86% paid by the Board for the 2014-2015 school year, and 15% paid by the teacher and 85% by the Board for the 2015-2016 school year.

B. Teachers may elect to participate in the Preferred Provider Plan described in Appendix C. The Board shall make the same cost contribution for such teacher as it would if the teacher were in the High Deductible Health Savings Account Plan, and the teacher shall be responsible for the remaining cost.

C. Connecticut Blue Cross Co-Pay Dental Plan with Dental Rider A and Dental Rider for Unmarried Dependent Children or their equivalent. The Board pays 81% of the premium and the teacher pays 19% of the premium, for both individual and family coverage.

D. All teachers shall be entitled to the following coverage:

1. Group Life Insurance of \$40,000 benefit coverage, including \$40,000 of Accidental Death and Dismemberment Insurance. The Board pays 90% of the premium and the teacher pays 10% of the premium.

E. Change of Insurance Carrier

In the event the Board finds that it can provide equivalent benefits and services through an alternative carrier of its choice, it shall seek mutual agreement of the Association for such change. The Association shall have thirty (30) working days to examine the Board's proposal. If the parties are unable to agree to the alternative carrier, a mutually agreed upon arbitrator shall be appointed and the decision of the arbitrator shall be binding upon the parties. If the parties are unable to agree on an arbitrator within ten (10) days of a request by either party to arbitrate, the American Arbitration Association shall be requested to appoint an arbitrator with expertise in the health insurance field in accordance with its rules and regulations.

Note:

For continuance through the months of July and August, the teacher should have the moral obligation to expect to return to work in September in the Plainville schools.

F. Eligibility for Benefits

1. All insurance benefits shall be provided in accordance with the terms of the insurance carrier.

2. Disputes concerning an employee's eligibility or entitlement to the benefits contained herein are matters which are to be resolved by the employee and the insurance carrier administering the plan.

3. Under no provision of this Agreement shall the Plainville Board of Education be deemed to be a self-insurer. Dispute concerning coverage shall not be subject to the grievance procedure contained in this agreement.

G. Duplicate Coverage.

1. Teachers may voluntarily elect, in writing, to waive insurance coverages listed above, and in lieu thereof, receive an annual payment of \$500 for single coverage, \$600 for single plus one coverage and \$750 for family coverage.

2. Payment to those employees shall be made in one lump sum during the month of March.

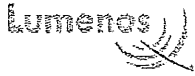
3. Where a change in a teacher's status prompts the teacher to resume board provided insurance coverage, the prior written waiver may, following written request to the Superintendent, be revoked. On receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible. Such coverage shall be subject to any regulations or restrictions, including waiting periods, which may be prescribed by the appropriate insurance carriers.

4. Depending upon the effective date of such reinstated coverage, appropriate financial adjustment shall be made between the teacher and the Board to insure that the teacher has been compensated, but not over compensated for any waiver elected in the preceding subsection. Teachers who receive the above-noted payment shall be obligated to refund the prorated amount of said payment upon severance from the system prior to the end of the year.

5. In order to receive full payment, notice of intent to waive insurance coverage must be sent to the Superintendent not later than June 1 of the prior current school year; otherwise, the payment will be prorated based on the date the employee decided to exercise the waiver.

H. Subject to the rules and regulations of the Internal Revenue Service and the Town of Plainville flexible benefits plan, health insurance premium contributions by teachers shall be excludable from income for federal tax purposes. In addition, the Board shall establish and maintain an IRS Section 125 Flexible Spending Account (FSA) for teachers. The account shall be designed to permit exclusion from taxable income each teacher's share of health and medical premiums, deductibles, co-insurances and unreimbursed medical expenses as well as the cost of dependent care. As allowed by law, the dependent care account shall have a \$5,000 maximum, automatically changing upon any change in the law. The medical account shall have a \$5,000 maximum, automatically changing upon any change in the law.

I. The Board and the Association recognize that escalating health care costs are a problem for both employer and employees and thereby agree to create a joint Health Insurance Study Committee composed of three (3) members appointed by the Board of Education and three (3) members appointed by the President of the Association. In addition, the parties encourage representation of other employee groups on the Committee. The Health Insurance Study Committee will review alternative coverage, programs and methods and make recommendations for positive changes which will help contain the Board health insurance costs. The Committee shall be an ongoing committee whose purpose will be to continually review health insurance and cost containment issues.



Lumenos HSA Plan Summary

The Lumenos® HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And you'll have access to personalized services and online tools to help you reach your health potential.

Your Lumenos HSA Plan

First – Use your HSA to pay for covered services:

Health Savings Account

With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

Contributions to Your HSA

For 2013, contributions can be made to your HSA up to the following:
\$3,250 individual coverage
\$6,450 family coverage

Note: These limits apply to all combined contributions from any source including HSA dollars from incentives.

Earn More Money for Your Account

What's special about your Lumenos HSA plan is that you may earn additional funds for your health account through the Healthy Rewards incentive program.

Healthy Rewards

If you do this:	You can earn this in your HSA:
Complete the Health Assessment online	\$50
Enroll in the Personal Health Coach Program	\$100
Graduate from the Personal Health Coach Program	\$200
Complete our Smoking Cessation Program	\$50
Complete our Weight Management Program	\$50

To receive funds earned through the Healthy Rewards program, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

Some eligibility requirements apply. See page 2 for program descriptions.

Plus – To help you stay healthy, use:

Preventive Care

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Preventive Care

No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.

Then –

Your Bridge Responsibility

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0.

HSA dollars spent on covered services plus your Bridge responsibility add up to your annual deductible responsibility.

Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary.

Annual Deductible Responsibility

\$2,000 individual coverage
\$4,000 family coverage

If Needed –

Traditional Health Coverage

Your Traditional Health Coverage begins after you have met your Bridge responsibility.

Traditional Health Coverage

After your bridge, the plan pays:
100% for in-network providers 80% for out-of-network providers

Additional Protection

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

Annual Out-of-Pocket Maximum

In-Network and Out-of-Network Providers

\$ 4,000 individual coverage
\$ 8,000 family coverage

Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your cost share amounts.

If you have questions, please call toll-free 1-888-224-4896.

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Healthy Rewards Program

Your employer will provide you with additional health care dollars in your HSA for the following:

- **Health Assessment:** You and your family members can complete the Health Assessment, our online tool designed to help measure your overall health. One adult family member is eligible to earn \$50 in your HSA per plan year. The health information you provide is strictly confidential.
- **Personal Health Coach:** If you qualify for the Personal Health Coach Program, you'll receive one-on-one assistance from a specially trained registered nurse to help you manage a health condition. Health conditions may include but are not limited to diabetes, asthma, depression, high blood pressure, heart disease and pregnancy. You'll receive \$100 in your account for enrolling in the Personal Health Coach Program (one reward per covered person per year). You'll receive \$200 for achieving your health goals and graduating from the Personal Health Coach Program (one reward per covered person per year).
- **Smoking Cessation Program:** This program helps you manage withdrawal symptoms, identify triggers and learn new behaviors and skills to remain tobacco-free. Participation is open to you and your covered family members age 18 or older, and includes counseling support and tools, including nicotine-replacement therapy coverage. You and your spouse are eligible to receive \$50 in your HSA (one reward per person per lifetime) for completing this program.
- **Weight Management Program:** Our Weight Management Program is a personalized phone course designed to help you adopt lifestyle changes necessary to lose weight and maintain weight loss. A team of counselors (a registered dietitian and health educator) with expertise in weight management will help you address healthy eating, physical activity and exercise, stress management, and more. You and your covered family members age 18 and older who have a Body Mass Index (BMI) of 25 or higher are eligible for this program. You and your spouse are eligible to receive \$50 in your HSA (one reward per person per lifetime) for completing the program.

To receive funds earned through Healthy Rewards, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

Summary of Covered Services

Preventive Care

Anthem's Lumenos HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness and death.

All preventive services received from an in-network provider are covered at 100%, are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply.

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams.

Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 18, or have been sexually active.

Immunizations:

Hepatitis A
 Hepatitis B
 Diphtheria, Tetanus, Pertussis (DtaP)
 Varicella (chicken pox)
 Influenza – flu shot
 Pneumococcal Conjugate (pneumonia)
 Human Papilloma Virus (HPV) – cervical cancer
 H. Influenza type b
 Polio
 Measles, Mumps, Rubella (MMR)

Adult Preventive Care

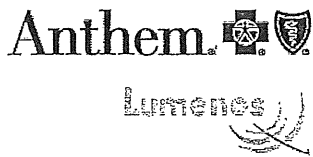
Office Visits after age 18; including preventive vision exams.

Screening Tests for vision and hearing, coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

Immunizations:

Hepatitis A
 Hepatitis B
 Diphtheria, Tetanus, Pertussis (DtaP)
 Varicella (chicken pox)
 Influenza – flu shot
 Pneumococcal Conjugate (pneumonia)
 Human Papilloma Virus (HPV) – cervical cancer

If you have questions, please call toll-free 1-888-224-4896.



Lumenos HSA Plan Summary

Summary of Covered Services (Continued)

Medical Care

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount for covered services, you will have Traditional Health Coverage available to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos HSA plan:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services
- Durable Medical Equipment

Some covered services may have limitations or other restrictions.* With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT, OT, ST, and chiropractic services limited to 50 combined visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum per member for in- and out-of-network services.

* For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

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.

If you have questions, please call toll-free 1-888-224-4896.

ARTICLE 40: PART-TIME EMPLOYMENT

Members of the bargaining unit employed in positions equal to .5 full time teaching equivalents (FTE), but less than 1.0 FTE shall receive fringe benefits on a prorated basis. Bargaining unit members in positions of less than .5 FTE shall receive no fringe benefits.

ARTICLE 41: EXTRA PAY FOR EXTRA DUTY

Extra duty for which extra compensation shall be paid and the amounts of such compensation are set forth in Appendix A which is attached hereto and made a part of this Agreement.

ARTICLE 42: SPECIAL SCHOOL PROGRAMS

These provisions apply to such programs as Driver Education, Homebound Instruction and Intramurals:

A. Positions in these programs shall be filled first by teachers regularly employed in the school system so far as possible. In no event shall participation be made compulsory.

B. In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the system, and prior experience in these programs, if any.

C. All openings for these positions shall be listed as early as possible so interested teachers may apply.

D. Compensation for the Driver Education and Homebound Instruction shall be \$11.44 per hour year 1, which shall be increased by 1.25% in 2014-2015 and again by 1.52% in 2015-2016.

E. For each hour of Homebound Instruction, the teacher shall be paid for one-half hour of preparation time at \$20.02 per hour year 1, which shall be increased by 1.25% in 2014-2015 and again by 1.52% in 2015-2016.

ARTICLE 43: PAYROLL DEDUCTIONS

A. In addition to those payroll deductions required by the law the following agencies are eligible for payroll deductions. All requests for deductions must be writing on approved authorized forms.

B. A list of approved deductions is as follows:

Life Insurance, Disability Insurance, Education Association of Plainville Connecticut Education Association, National Education Association Tax Sheltered Annuity Plans Blue Shield Blue Cross, and other insurance premiums, United Way, Valley Teachers Federal Credit Union

C. Dues Deduction and Service Fee Deduction

1. Conditions of Continued Employment.

All teachers employed by the Plainville Board of Education shall, as a condition of continued employment, join the Association and sign a dues deduction authorization card, 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 Plainville Board of Education agrees to deduct from each teacher an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the deduction from each paycheck shall be equal to the total Association membership dues or service fee divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The amount of Association membership dues and service fee shall be certified by the Association to the Board of Education prior to the opening of school each year.

3. Subsequent Employment

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

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 for whom the deductions were made.

5. Lists

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

6. Reference to Association

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

7. Indemnification

The Association agrees to hold the Board harmless from any financial loss and any and all damages and liabilities which may be sustained or which may arise as a result of

making the deductions called for in Article 43, Payroll Deductions, except for loss, damage or liability resulting from negligence of Board employees.

8. The Association agrees to comply with the law with respect to the establishment and maintenance of an agency fee objection procedure. The Association shall provide its latest objection procedure to the Board of Education on request.

ARTICLE 44: EVALUATION REPORTS

A. Teachers shall be given a copy of any evaluation report prepared by their supervisors which shall be considered in determining the salary or other benefits which they are to receive in the course of their employment or which is used as a basis for terminating their employment, and they shall have the right to discuss such reports with their supervisors.

B. Any written evaluation report or other written statement of criticism may not be contained in the individual teacher's personnel or other file longer than thirty (30) days unless a notice is sent to his/her last known address by certified mail, return receipt requested, or placed in his/her school message box and the teacher has been given an opportunity to review the material and respond in writing within a thirty (30) calendar day period beginning from the receipt of the notice.

ARTICLE 45: FULL AND COMPLETE AGREEMENT

This Agreement contains the full and complete agreement between the Board and the Association on all negotiable items, and neither party shall be required during the term thereof to negotiate upon any issue, whether it is covered or not covered in this Agreement.

ARTICLE 46: CURRICULUM REVISION

A. If approved by the Board, the Superintendent will nominate from among the planning committee members, a curriculum writing team, for employment to write and publish the curriculum at the rate of: \$30.29 per hour per person in the first year of the contract which shall be increased by 1.25% in 2014-2015 and again by 1.52% in 2015-2016.

B. Materials needed to implement the new curriculum should be made available to the teachers concerned prior to the start of the new program.

C. The Board will encourage and support in-service training programs to prepare teachers for the new curriculum and will consider the use of released time when in the judgment of the Administration it is required for an effective in-service workshop.

ARTICLE 47: ACADEMIC FREEDOM

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

B. Teachers will be entitled to full rights of citizenship. No religious or political activities of any teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the employment of such teacher.

ARTICLE 48: TEACHER-PARENT CONFERENCES

If the Board, at its discretion, changes its 1984-85 practice of shortening days when conferences and open houses are held, the professional staff members shall be compensated at a rate of compensation based upon a pro-ration of the staff member's annual salary equal to a percentage of the time the work day is extended.

ARTICLE 49: AMENDMENT

This Agreement shall not be altered, amended, or changed except in writing, signed by both the Board and the E.A.P., which amendment shall be appended hereto and become a part hereof.

ARTICLE 50: SEVERABILITY

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

ARTICLE 51: SUBSTITUTES

A. After forty consecutive days in the assignment, a teacher hired to replace another teacher shall be placed on the appropriate step and lane of the salary schedule. After the 90th day, the teacher shall be entitled to ten days sick leave and shall be eligible for insurance benefits in accordance with the terms of the carrier and upon application of the teacher.

B. When it is clear that a teacher will be absent on leave for a full school year, that teacher's replacement who is hired for that full year shall be entitled to all the rights and benefits under the collective bargaining agreement between the parties.

C. Teachers who are hired for a full year to substitute in various assignments and to do other work shall be paid in accordance with the Board's policy on schedule of payments for substitute work. The schedule of payments is based on an increasing rate of pay for consecutive number of days worked. However, a substitute may be absent (unpaid) up to five days in any school year without breaching the "consecutive day" rule.

ARTICLE 52: DURATION

The provisions of this Agreement shall remain in full force and effect from July 1, 2013 through June 30, 2016.

ARTICLE 53: SIGNATURE BLOCK

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

EDUCATION ASSOCIATION OF PLAINVILLE

By: Susanne Bajek Date: 11-13-12
President

PLAINVILLE BOARD OF EDUCATION

By: Andrea Saunders Date: 11-13-12
Chairperson

APPENDIX A

Salary Schedule 2013-2014

This Salary Schedule reflects the blended rate of the 1.25% GWI and the Step Movement that occurs in the second half of the 2013-14 School Year. For the 2013-14 salary rates, refer to the Step you will move to in the second half of the year.

		2013-2014			
2012/13	Mid-Year	BA	MA	MA+15	6TH YR
Step	13/14 Step:				
0	1	41,388	43,920	45,264	46,868
1	2	41,999	44,696	46,068	47,704
2	3	43,239	46,274	47,704	49,407
3	4	44,515	47,907	49,397	51,172
4	5	45,828	49,599	51,150	53,000
5	6	47,180	51,350	52,966	54,892
6	7	48,572	53,162	54,847	56,852
7	8	50,004	55,040	56,795	58,883
8	9	51,479	56,984	58,812	60,985
9	10	52,999	58,996	60,900	63,162
10	11	54,562	61,080	63,062	65,417
11	12	56,172	63,236	65,302	67,752
12	13	57,964	65,467	67,620	70,172
13	14	60,585	68,240	70,454	72,932
14	15	64,289	71,957	74,261	76,675
15	16	N/A	76,605	79,067	81,626
MAX	MAX	66,346	79,174	81,722	84,362

2014-2015				
Step	BA	MA	MA+15	6TH YR
1	41,905	44,468	45,829	47,453
2	43,142	46,040	47,457	49,147
3	44,416	47,664	49,142	50,902
4	45,727	49,347	50,886	52,720
5	47,075	51,090	52,692	54,604
6	48,464	52,892	54,563	56,552
7	49,893	54,760	56,502	58,573
8	51,364	56,695	58,508	60,664
9	52,881	58,697	60,586	62,829
10	54,442	60,770	62,736	65,073
11	56,046	62,916	64,964	67,396
12	57,702	65,136	67,272	69,801
13	59,674	67,435	69,658	72,296
14	63,009	70,751	73,011	75,391
15	67,175	74,961	77,367	79,876
16	N/A	80,163	82,743	85,417

2015-2016

Step	BA	MA	MA+15	6TH YR
1	42,542	45,144	46,526	48,174
2	43,798	46,740	48,178	49,894
3	45,091	48,388	49,889	51,676
4	46,422	50,097	51,659	53,521
5	47,791	51,867	53,493	55,434
6	49,201	53,696	55,392	57,412
7	50,651	55,592	57,361	59,463
8	52,145	57,557	59,397	61,586
9	53,685	59,589	61,507	63,784
10	55,270	61,694	63,690	66,062
11	56,898	63,872	65,951	68,420
12	58,579	66,126	68,295	70,862
13	60,581	68,460	70,717	73,395
14	63,967	71,826	74,121	76,537
15	68,196	76,100	78,543	81,090
16	N/A	81,381	84,001	86,715

Note:

2013-14	GWI = 1.25%	Step = second ½ year
2014-15	GWI = 1.25%	Step = Continue 13-14 step; no additional step
2015-16	GWI = 1.52%	Step = Yes for full year

APPENDIX A

COACHES' SALARY SCHEDULE

The salary schedule for coaches is in Sections A-C of this Appendix A.

INSTRUCTIONAL LEADERS

Instructional leaders shall be paid \$6,058 in the first year of the contract, which shall be increased by 1.25% in 2014-2015 and again by 1.52% in 2015-2016. Instructional leaders supervising more than ten teachers shall be paid \$6,543 in the first year of the contract, which shall be increased by 1.25% in 2014-15 and again by 1.52% in 2015-16.

The Board shall pay an annual stipend of \$1,500 to any teacher who is certified by the National Board of Teacher Certification.

TEAM LEADERS

Team leaders shall be paid \$1,658 in the first year of the contract, which shall be increased by 1.25% in 2014-2015 and again by 1.52% in 2015-2016.

HEAD TEACHERS

Head teachers shall be paid \$7,270 in the first year of the contract, which shall be increased by 1.25% in 2014-2015 and again by 1.52% in 2015-2016.

ATHLETIC MANAGER

The Athletic Manager shall receive \$7,304 in the first year of the contract which shall be increased by 1.25% in 2014-2015 and again by 1.52% in 2015-2016.

JOB-RELATED TRAVEL

Job-related Travel Allowance - at the I.R.S. allowable rate per mile paid semiannually (January and June).

- a. Any teacher that is assigned to more than one school and is required to travel between schools during the school day.
- b. The Instructional Technology Specialist for all job-related travel required by the Board or its designee.
- c. The Diversified Work Experience Program Coordinator for all job-related travel that is required by the Board or its designee.
- d. Speech Specialists for all job-related travel required by the Board or its designee.
- e. Social Workers and Psychologists for all job-related travel that is required by the Board or its designee.

APPENDIX A

f. Any teacher - that is requested by the board or its designee to attend a conference, workshop, seminar, etc., out of Plainville.

g. Homebound Instruction teachers for travel to the place of instruction.

PROFESSIONAL DEVELOPMENT TRAINERS

Certified staff who are required by the district to work outside the teacher work year, as professional development trainers, shall be paid at their per diem rate for a workshop day, prorated for any portion thereof. Certified staff who agree to perform professional development training outside the teacher work year shall be paid \$250 per diem for a workshop day, prorated for any portion thereof.

NEW TEACHER TRAINING

New teachers shall be encouraged to attend up to five days of in-service training sessions prior to the beginning of the school year. Said staff shall be paid \$400 for five days of training. The day shall be up to four hours in length, plus time for breakfast and lunch provided by the Board of Education.

SECONDARY SCHOOL INSTRUCTIONAL LEADERS

Secondary School Instructional Leaders are responsible for oversight of curriculum writing teams in secondary schools including organizing the teams, monitoring progress, setting time tables, and meeting with the teams periodically and performing other necessary related duties as are appropriate. Curriculum writing teams report to the Instructional Leaders. System wide Instructional Leaders are responsible for the same responsibilities Kindergarten through 12.

Designated administrators are responsible for supervising curriculum writing teams in elementary schools including organizing the teams, monitoring progress, setting time tables, and meeting with the teams periodically mid performing other necessary supervisory duties as are appropriate. Curriculum writing teams report to the designated administrators.

APPENDIX A

COACHES' SALARY SCHEDULE

- A. Salaries of head coaches shall be based on \$40,584 in the first year of the contract, \$41,091 in the second year of the contract, and \$41,716 in the third year of the contract.

<u>Position</u>	<u>Factor</u>
Basketball	.17
Football	.17
Baseball	.16
Soccer	.15
Indoor Track	.15
Outdoor Track	.15
Cross Country	.15
Golf	.15
Tennis	.15
Swimming	.15
Cheerleading	.10
Softball	.15
Volleyball	.15
Wrestling	.15

- B. Salary of Middle School head coaches shall be based on \$40,584 in the first year of the contract, \$41,091 in the second year of the contract, and \$41,716 in the third year of the contract.

<u>Position</u>	<u>Factor</u>
Basketball	.08
Baseball	.08
Soccer	.06
Softball	.08
Pep Squad	.04

- C. Salaries of all assistant coaches shall be two-thirds (2/3rds) of the salaries of head coaches.

APPENDIX A

EXTRA PAY FOR EXTRA DUTY

	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>
SENIOR HIGH SCHOOL			
Student Council	\$1,663	\$1,684	\$1,710
Year Book	\$1,524	\$1,543	\$1,566
Mask & Gown			
Club Advisor	\$647	\$655	\$665
Musical Director	\$1,477	\$1,495	\$1,518
Musical Accompanist	\$647	\$655	\$665
Drama Director (Non-Musical)	\$1,017	\$1,030	\$1,046
Band Director	\$1,477	\$1,495	\$1,518
A.V. Coordinator	\$1,109	\$1,123	\$1,140
Choral Director	\$923	\$935	\$949
Senior Class Advisors (2) ea.	\$831	\$841	\$854
Junior Class Advisors (2) ea.	\$831	\$841	\$854
Sophomore Class Advisors (2) ea.	\$738	\$747	\$758
Freshman Class Advisors (2) ea.	\$554	\$561	\$570
Newspaper	\$1,017	\$1,030	\$1,046
F.B.L.A.	\$647	\$655	\$665
Language Club (L.I.F.E.)	\$554	\$561	\$570
Spanish Club	\$554	\$561	\$570
Manthano Society	\$647	\$655	\$665
Medical Club	\$647	\$655	\$665
National Honor Society	\$647	\$655	\$665
Astronomy Club	\$554	\$561	\$570
Ski Club	\$554	\$561	\$570
Majorettes	\$738	\$747	\$758
Chess Club	\$554	\$561	\$570
U.N. Club	\$923	\$935	\$949
D.E.C.A.	\$923	\$935	\$949
Young Educators (Y.E.S.)	\$554	\$561	\$570
Color Guard	\$971	\$983	\$998
Percussion Instructor	\$971	\$983	\$998
Project Exchange	\$1,486	\$1,505	\$1,528
Environmental Club	\$1,109	\$1,123	\$1,140
Theatre Technology Club	\$1,017	\$1,030	\$1,046
Culinary Club	\$554	\$561	\$570

APPENDIX A
EXTRA PAY FOR EXTRA DUTY (continued)

	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>
Extended Detention Supervisor (per hour)	\$28.35	\$28.70	\$29.14
Intramurals	\$28.35	\$28.70	\$29.14
 <u>MIDDLE SCHOOL</u>			
Student Council	\$738	\$747	\$758
Drama Club	\$738	\$747	\$758
Technology Club	\$647	\$655	\$665
Chorus Director	\$738	\$747	\$758
Band Director	\$738	\$747	\$758
Parent Newsletter	\$647	\$655	\$665
Student Newspaper	\$647	\$655	\$665
Math Club	\$554	\$561	\$570
Art Club	\$554	\$561	\$570
Year Book	\$647	\$655	\$665
Intramurals	\$27.34	\$27.68	\$28.10

ELEMENTARY SCHOOLS

Concert Night - Music Director

Year 1: \$47.00 for year one, which shall be increased by 1.25% in 2014-2015 and again by 1.52% in 2015-2016.

ALL SCHOOLS

Chaperones (per person activity)	\$46	\$47	\$48
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Other clubs, as approved by the Plainville Community Schools, will be placed in the Appendix and paid a similar stipend as a comparable position.

In the event that a proposed activity fails to attract sufficient numbers and/or because of financial consideration, the activity may be cancelled at administrative discretion.

All stipends will be paid as in the past, but no later than 30 days after the completion of the duty.

APPENDIX B

PLAINVILLE BOARD OF EDUCATION
Plainville, Connecticut

Individual Teacher's Contract

To:

From: PLAINVILLE BOARD OF EDUCATION

I am pleased to offer you a position as a certified employee with the Plainville Board of Education commencing ____, at a salary of \$ ____ for 2013-14.

Per the contract, you will start the school year on Step X at \$ XX,XXX. At mid-year, you will move to Step X at \$ XX,XXX. This will result in a blend salary of \$ XX,XXX for the 2013-14 school year.

Should you have any questions or need clarification, please contact the Board of Education Business Office.

Superintendent of Schools:

Date

APPENDIX C

MEDICAL INSURANCE SUMMARY

The Board's consultant shall supply grids summarizing the benefits available to teacher pursuant to Article 39, Sections A and B of this agreement.

MEMORANDUM OF AGREEMENT

Following the negotiations for the 2013-2016 collective bargaining agreement, the Plainville Board of Education (the Board) and the Education Association of Plainville (the Association) have further agreed as follows:

Whereas Article 6(A) of the 2013-2016 collective bargaining agreement states:

The teacher work year shall consist of the 180 day student year plus seven (7) days. At least one of these days shall be designated a teacher work day and will occur before the beginning of the student school year and contiguous to it. No meetings or other administration directed activities will be scheduled for these teacher work days. At least two of the days will be scheduled either contiguous to or during the course of the student school year and will be used for professional development activities as directed and organized by the administration. An administrator/teacher committee will determine the use of the remaining days, which shall be contiguous to or during the student year.

B. The Board shall negotiate the impact of any change in the length of the teacher work year prior to making such change.

Whereas the Board and the Association wish to implement an alternative approach to the work year and professional development on a trial basis,

Now therefore, the Board and Association agree to the following adjustments to the seven (7) additional days notwithstanding the provisions of Article 6(A), subject to the terms set forth below:

- Five (5) days beyond the student school year will remain as full work days with one (1) assigned as a teacher workday in accordance with the current contract language.
- One (1) day beyond the student school year will be replaced with two (2) Extended Professional Growth Sessions. These sessions will be scheduled on a day of school for students, with an early dismissal. The middle and high school teachers will be required to attend from 1:30 PM until 5:30 PM and elementary teachers from 2:30 PM until 6:30 PM. These sessions will be equal to one half (0.5) day for the purpose of recording leave time. Any extenuating circumstances that might require a teacher to be absent from the sessions after being in school during the school day must be brought to the attention of his or her principal as soon as possible. These absences will require approval by both the principal and Superintendent of Schools.
- One (1) day beyond the student school year will be replaced with six hours of “*Self-Designed Professional Growth*”. Teachers will be responsible for

documenting a plan for completing six (6) hours of professional growth activity as follows.

The plan must be:

- approved by the teacher's supervisor during the fall objective-setting conference.
- linked to the teacher's evaluation/growth/support plan.
- aligned to district goals, or school improvement plan.
- completed outside working hours (nights, weekends, vacation, etc.).
- discussed and confirmed upon completion at the teacher's year-end conference.

Examples of Acceptable Activities:

- Topical study group (PLC)
- Weekend/evening mini-course or workshop
- Extended data team analysis work (outside school hours)
- Development/preparation of an approved workshop for colleagues
- Application of college coursework/material to student learning objectives or instructional practice
- Online/network collaborations
- Exploration of digital curriculum content
- Book group

This alternative scheduling of the work year set forth in Article 6(A) shall be implemented on a trial basis for the 2013-2014 school year. After review by the Board and the Association at the end of the 2013-2014, this Memorandum shall be continued (as written or as modified) only by mutual agreement. Should the Memorandum not be continued, the provisions of Article 6(A) shall be in force as written.

PLAINVILLE BOARD OF
EDUCATION

EDUCATION ASSOCIATION
OF PLAINVILLE

By Andrew Saunders By Ausanne Bayer

Date: 5-13-13

Date: 5-15-13