

**PROFESSIONAL
AGREEMENT**

BETWEEN

Pomperaug
Regional School District 15
Board of Education

AND

Pomperaug
Regional School District 15
Education Association

JULY 1, 2013 - JUNE 30, 2016

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PROFESSIONAL AGREEMENT

This Agreement is made and entered into as of the 1st day of July, 2013, by and between the POMPERAUG REGIONAL SCHOOL DISTRICT 15 BOARD OF EDUCATION (hereinafter referred to as the “Board”) and the POMPERAUG REGIONAL SCHOOL DISTRICT 15 EDUCATION ASSOCIATION (hereinafter referred to as the “Association”), affiliated with the Connecticut Education Association and the National Education Association.

I. INTRODUCTION

A. PREAMBLE

1. This Agreement is negotiated under §10-153b through §10-153f of the General Statutes of the State of Connecticut as amended, in order (a) to fix for its term the salaries and other conditions of employment provided herein, and (b) to encourage and abet harmonious working relationships between the Board and the professional staff in order that the cause of public education may best be served.
2. The Board and the Association recognizes the importance of reasonable participation by the entire professional staff in the educational process, participation, planning, and growth. To this end they agree to maintain communication to inform about programs, to guide in the development of future programs, and to assist in the planning and growth of such programs by designated committees or representatives.

B. RECOGNITION

1. The Board hereby recognizes the Association as the exclusive representative, as defined in §10-153b through §10-153f of the Connecticut General Statutes as amended, for the entire group of permanent certified professional employees of the Board, who are employed in positions requiring a teaching or other certificate and are not included in the Administrators’ unit or otherwise excluded from the purview of §10-153a to §10-153g, inclusive.
 - 1.a. All of the provisions of the collective bargaining agreement between Region 15 and the PEA except for Article III, Separation and Recall, apply to persons holding a Durational Area Shortage Permit (DSAP). Such individuals shall be subject to dismissal because of expiration of their permit, loss of position to certified personnel, elimination of position, or other just cause. With particular reference to reduction in force situations, since Article III does not apply to DSAP holders, they have no seniority and are subject to displacement by bargaining unit teachers who are certified for their positions.

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

C. PROFESSIONAL NEGOTIATION

The Board and the Association agree to negotiate in good faith pursuant to §10-153b through §10-153f of the Connecticut General Statutes as amended, in accordance with the procedures set forth herein, to secure a Successor Agreement relative to all matters concerning salaries and all other conditions of employment. The Agreement so negotiated shall bind and inure to the benefit of the Board and all members of the unit, and shall be reduced to writing and signed by the Board and the Association.

D. AMENDMENT

It is understood that neither party can require formal negotiations of any matter during the life of this Agreement, except the negotiations of a successor agreement. However, this Agreement may be amended at any time by mutual consent of the Board and the Association. Any such amendment must be signed by both the Board and the Association, which amendment shall be appended hereto and become a part hereof.

E. BOARD RIGHTS

Unless expressly limited by a specific section of this Agreement, or by “past practice”, all rights, powers and authority held by the Board of Education over matters involving Pomperaug Regional School District 15, including but not limited to full control over policies, practices, procedures and regulations, shall remain vested solely and exclusively with the Board.

F. SPECIFIC PERFORMANCE

In the event of a breach or contemplated breach of any of the terms or provisions of this Agreement, either party shall have the right, after exhaustion of the grievance procedure, to institute and prosecute an action in a court of competent jurisdiction to secure an order or decree directing the specific performance hereof or enjoining such breach. Such equitable relief shall be in addition to any award of damages which would otherwise obtain.

G. SEVERABILITY

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

H. DURATION

The provisions of this Agreement shall be effective as of July 1, 2013, and shall continue to remain in full force and effect to and including June 30, 2016.

I. GENERAL PROVISIONS

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

II. GRIEVANCE PROCEDURE

A. PURPOSES

To secure at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the working conditions of teachers in the Regional School District 15.

B. DEFINITIONS

1. A “grievance” is a complaint by a teacher or group of teachers based upon an alleged violation of or variation from existing policies, rules or regulations, or the interpretation, meaning, or application of any of the provisions of the existing policies, rules or regulations as they relate to salaries and other conditions of employment.
2. The term “teacher”, except where otherwise indicated shall apply to every member of the Teachers’ Bargaining Unit. The term “teacher” may include a group of teachers who are similarly affected by a grievance.
3. A “grievant” is the person or persons making the Claim.
4. A “party in interest” is the person or persons making the claim, 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.
5. The term “days” shall mean days when school is in session except that it shall mean calendar days after June 1st of each year. An effort will be made by both parties to expedite grievances that arise immediately before or during the summer recess.
6. The term “PR&R Committee” shall mean the Professional Rights and Responsibilities Committee of the Association.

C. TIME LIMITS

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing. In the event of the unavailability of a party in interest due to extenuating circumstances, time limits will be extended in writing until such person is available.
2. If a teacher does not file a grievance in writing within twenty-five (25) days after he/she knew or should have known of the act or conditions on which the grievance is based, the grievance shall be waived.
3. Failure by the grievant 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.
4. Failure by an administrator or the Board to render a decision within the specified time limits shall allow the grievant to proceed to the next level of the procedure.
5. The Association shall have the right to be represented at every meeting or hearing of the grievance procedure, and shall be informed, through the Chairman of its PR&R Committee as to the time, place and date when any meeting or hearing is to be held, excepting meetings held at the informal stage of the Grievance Procedure. The Chairman of the PR&R Committee shall receive a copy of every Administration or Board decision at each level of the grievance procedure.

D. INFORMAL PROCEDURES

1. If any teacher feels that he/she may have a grievance, he/she may first discuss the matter, depending on the nature of the grievance, with his/her principal or immediate supervisor in an effort to resolve the problem informally.

E. FORMAL PROCEDURES

1. Level One - Immediate Supervisor
 - a. The grievant shall file a written formal grievance in duplicate, the original to the immediate supervisor and a copy to the Chairman of the PR&R Committee, specifying the term or terms of the contract, policies, rules or regulations that the grievant believes have been violated.

- b. Within five (5) days after the receipt of the formal grievance, the immediate supervisor will hold a meeting with the grievant.
- c. The immediate supervisor shall, within five (5) days after the hearing, render his decision and reasons in writing to the grievant, with a copy to the PR&R Committee.

2. Level Two - Superintendent of Schools

- a. If the grievant is not satisfied with the disposition of the grievance at Level One, he may, within five (5) days after the decision or eight (8) days after the Level One meeting, whichever is sooner, file the grievance with the Superintendent, with a copy to the Chairman of the PR&R Committee.
- b. The Superintendent shall, within five (5) days after the receipt of the referral, meet with the grievant.
- c. The Superintendent shall, within five (5) days after such meeting, render his decision and the reasons in writing to the grievant, with a copy to the Chairman of the PR&R Committee.

3. Level Three - Board of Education

- a. If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within five (5) days after the receipt of the decision or eight (8) days after the meeting with the Superintendent, whichever is sooner, file the grievance with the Board, with a copy to the Chairman of the PR&R Committee.
- b. The Board or a committee thereof shall, within fifteen (15) days after the receipt of the grievance, meet with the grievant for the purpose of resolving the grievance.
- c. The Board or a committee thereof shall, within five (5) days after such meeting, render its decision and the reasons in writing to the grievant, with a copy to the Chairman of the PR&R Committee.
- d. Only grievances which involve a violation or misinterpretation of the specific terms of this Agreement may be processed beyond Level 3 of the grievance procedure.

4. Level Four – Arbitration

- a. If the grievance is not resolved at the Board level of the Grievance Procedure, the Association may, within ten (10) days after the decision of the Board, submit the grievance to arbitration by filing a

Demand for Arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The American Arbitration Association shall then act as administrator of the proceedings and the Arbitrator appointed shall be appointed through the established procedures under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

- b. The Arbitrator shall be bound by the Voluntary Labor Arbitration Rules. He shall render a decision in writing to both parties setting forth his findings of fact, reasoning and conclusions. The Arbitrator shall be without power or authority to add, modify, alter or amend the conditions of employment of the provisions of this Agreement.
- c. The decision of the Arbitrator shall be submitted to the Board and to the Association, and subject to law, shall be final and binding, providing that the Arbitrator shall not usurp the functions of the Board or the proper exercise of its judgment and discretion under the law. The costs of the services of the Arbitrator shall be borne equally by the Board and the Association.

F. RIGHTS OF TEACHERS TO REPRESENTATION

- 1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.
- 2. Any party in interest may be represented at Levels One, Two and Three of the formal grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or by an officer of any teacher's organization other than the Association or the C.E.A. The Association may have the right to be present and to state its views at all stages of the procedures.
- 3. It shall be the responsibility of the aggrieved person to inform the Chairman of the PR&R Committee, as soon as possible, of the meeting between the Principal, Superintendent, and the Board of Education.
- 4. Forms for filing and processing grievances, and other necessary documents, with the approval of the Association, shall be prepared by the Superintendent and made available through the faculty representatives of each school and the members of the PR&R Committee, so as to facilitate operation of the grievance procedure.

G. MISCELLANEOUS

1. If, in the reasonable judgment of the PR&R Committee, a grievance affects a group or a class of teachers, the PR&R Committee may submit such grievance in writing, and if such group or class includes teachers in more than one school, such grievance may be submitted to the Superintendent directly and the processing of such grievance shall be commenced at Level Two, subject to the twenty-five (25) day filing requirement.
2. These proceedings shall be as informal and as confidential as may be appropriate at any level of the procedure. All news releases must be agreed upon by the Board, the Association, and any aggrieved parties prior to their release.
3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants, and shall not be made available to persons other than those directly involved in the grievance unless by consent of the aggrieved person.
4. Grievances concerning salary, assignment to or transfer from a particular school may be commenced at Level Two.
5. The sole remedy available to any teacher for any alleged violation of his rights shall be pursuant to the foregoing grievance and arbitration procedure provided, however, that nothing contained herein shall deprive any teacher of any legal right which he/she presently has.
6. In filing a grievance, the grievant shall cite the specific term of the agreement he/she is grieving.

III. SEPARATION AND RECALL

A. PROCEDURE

1. For the purpose of this Article, the term “teacher” shall include certified employees of the Board of Education who are members of the teachers’ bargaining unit.
2. The Board of Education may, in the first instance, exercise its right and power to reduce the number of teaching staff positions without determining which teacher contracts will be terminated, if any, or what other staffing changes will be made to effectuate the purposes of position elimination.
3. Prior to commencing action to terminate teacher contracts under this Article, the Board will give due consideration to its ability to effectuate staff reductions through attrition.

4. If the position of a teacher is eliminated, such teacher will have the right to be placed in an available position for which he is certified and qualified. In no event shall a non-tenured teacher displace a tenured teacher. In order to qualify for placement in an available position, a teacher must have taught continuously for at least one (1) school year during the five (5) year period preceding the school year in which the staff reduction occurs; such teaching positions to have been in the General Category and Particular Assignment as defined in Paragraph 5 hereof applicable to the position held by the less senior teacher.

5. Identification of Positions to be Eliminated and Contracts to be Terminated:

	<u>General Category</u>	<u>Particular Assignment</u>
a.	Kindergarten – Grade 6, Non-Departmentalized	Pre-Kindergarten through 6 in non-departmentalized grades, including transitional.
b.	Grade 7 – Grade 12, Departmentalized	Subject assignments within departmental disciplines.
c.	Special Subjects	Art, Business, Health/Physical Education, Drama, Family and Consumer Science, Technology Education, Library Teacher/Media Specialist, Music, Cooperative Work Experience, Vocational Education, Reading Consultant.
d.	Special Education and/or Special Services	Special Education Resource/Learning Center, LC I, II, Speech, Language Pathologists, Guidance Counselor, School Psychologist.

6. Contract termination because of elimination of position will be based upon seniority where seniority shall be defined as the total number of years of full-time equivalent (FTE) continuous service in a bargaining unit position (including prior continuous service in Middlebury and Southbury). A year of FTE service shall be prorated during any year the teacher worked in a part-time (fractional) position. For example, a teacher who worked continuously for ten (10) years in a 0.8 FTE part-time position would have eight (8) years of FTE continuous service. In the event two or more teachers have equal seniority, seniority between them shall be determined from the date and time each was appointed to a teaching position by the Board. In order to be qualified to displace another teacher on the basis of seniority, a teacher must have taught continuously for at least one school year during the five-year period preceding the school year in which the staff reduction occurs; such teaching position to have been in the General Category and Particular Assignment as defined in Paragraph 5 applicable to

the position held by the less senior teacher, subject to the exception noted in Paragraph B herein.

7. If a teacher is certified for a General Category and Particular Assignment position held by a less senior teacher but has not taught for at least one school year during the five-year period immediately preceding the school year in which the staff reduction occurs, the teacher, if he/she so elects, may undertake a refresher program as described in Section B.

B. REFRESHER PROGRAM

1. If necessary, as determined by the Superintendent, a program of course refreshment or updating shall be arranged at a meeting between the Superintendent and the affected teacher, and if the teacher so elects, a representative of the PEA shall be present. A refresher program may not be necessary if the teacher has attained certification within the General Category and Particular Assignment within the five years preceding the school year in which the staff reduction occurs, or if in the opinion of the Superintendent, a refresher program is not needed.
2. If a refresher program is needed, the Superintendent, after consultation with the teacher, shall establish a refresher program listing the number and content of generally available courses that are to be taken in order to complete the refresher program. The program shall consist of no more than twelve college credits, and shall be completed at a satisfactory grade level. A program completion date shall be established by the Superintendent after consultation with the affected teacher. If, in the judgment of the Superintendent, the refresher program will not prepare a teacher for his new assignment, the teacher may be denied access to the program. All judgments concerning this refresher program shall be within the Superintendent's discretion, provided his judgments are not either arbitrary or capricious.
3. Failure to satisfactorily complete the refresher program within the time limits, once established, shall result in a conclusive determination that the teacher may be dismissed for "other due and sufficient cause" in accordance with C.G.S., §10-151.

C. RECALL PROCEDURE

1. The name of any Tenured Teacher whose contract of employment has been terminated because of position elimination shall be placed upon a recall list and shall remain on such list for a period of twenty-four (24) months unless such teacher either accepts a position in another school district or declines the offer of a position in Region 15 School District during that period.

2. Any offer of re-employment under the provisions of this policy shall be made by notification in writing by registered mail sent to the teacher's last known address at least thirty (30) days prior to the anticipated date of re-employment. Any offer so made shall be accepted or rejected in writing within ten (10) days of written notification. If no response to the offer is received within ten (10) days, it will be considered a rejection. If the appointment is accepted, the teacher shall, where possible, receive a written contract of employment within twenty (20) days of receipt of the teacher's reply by the Board. If the teacher rejects the appointment within ten (10) days of mailing, the name of the teacher will be removed from the recall list.
3. Offers of re-employment to teachers whose names appear on a recall list shall be in the inverse order of termination provided, however, that no teacher on the recall list will be offered re-employment in a teaching position unless he or she has taught continuously for at least one (1) school year within the General Category and Particular Assignment applicable to such position during the five-year period preceding the year of contract termination.
4. Any teacher who accepts an offer of re-employment under the provisions of this policy shall be placed on the same salary step he or she occupied at the time of contract termination.

IV. WORKING CONDITIONS

A. EMPLOYMENT YEAR

1. The scheduled employment year for teachers covered by the teacher's salary schedule (other than new personnel and others who may be required to attend pre-school orientation sessions) shall be 186 days in 2013-2014, and 187 days in 2014-2015 and 2015-2016, which includes 180 instructional days and six non-instructional days in 2013-2014, and seven non-instructional days in 2014-2015 and 2015-2016. Non-instructional days will include:
 - One convocation/meeting day and two professional development days in 2013-2014; one convocation/meeting day, one professional development day and one teacher work day in 2014-2015 and 2015-2016; all to be held immediately preceding the first instructional day, but not earlier than the second Thursday before Labor Day;
 - In 2013-2014 one in-service day, and in 2014-2015 and 2015-2016 two in-service days, all to be scheduled between October 1 and May 1;
 - One teacher work day to be held on the first Monday in June in all three years; and
 - Final teacher workday shall be the weekday immediately following the end of the instructional year in all three years.

B. IMPACT

1. The Board, in its sole discretion, may increase or decrease the school day, school year, teachers' work day and teachers' work year, or any combination thereof. In the event that the Board implements any change in the school day, school year, work day, work year or any combination thereof, the Board and the Association agree to meet and negotiate over the impact of any such change, upon the request of either party immediately following the announcement or implementation thereof. The base year above on which changes shall be judged is the 2003-2004 year with changes as referenced in subsection D.1 of this Article IV.
2. If the Board and the Association are unable to conclude these negotiations within sixty (60) days from their commencement, the parties shall submit the issue(s) to arbitration. The Board and the Association shall use the grievance procedure as contained in this Agreement, commencing at Level Four, to select the arbitrator and to conduct the hearing. The decision of the arbitrator shall be final and binding upon the Board and the Association. The arbitrator shall determine what increase or decrease in teachers' pay or other remedy is appropriate for changes in the school day, school year, work day, work year or any combination thereof, and shall consider factors such as, but not limited to, the amount of increased or decreased overall time, the amount of increased or decreased student contact time and the nature and quality of the work required during such additional or reduced time.

C. SCHOOL YEAR - HOLIDAY AND VACATION SCHEDULE

1. The school calendar shall be adopted by the Board of Education with prior consultation with the Personnel Policies Committee of the Association. Said consultation shall occur before April 1.
2. The holiday and vacation schedule during the term of this Agreement shall be as follows:

Teachers on regular employment year shall have all the holidays and school vacation as provided for in the school calendar.

D. SCHOOL DAY

Except when teachers are scheduled to support aides, middle school and high school teachers shall not be required to report earlier than ten minutes before the start of the student school day, and shall not be required to remain longer than 50 minutes after the regular student dismissal time. High school teachers shall not be required to remain longer than 45 minutes. Elementary school teachers shall not be required to report earlier than 50 minutes before the time when the students must report to their homerooms at the start of the school day, and shall not be required to remain

longer than ten minutes after the regular student dismissal time. At least one day per week, the before school (for elementary teachers) or after school (for middle and high school teachers) time in the teacher work day shall be teacher directed. All other such time may be used for collaboration among teachers or between teachers and administrators. The number of minutes that middle school and high school teachers are required to remain after the regular student dismissal time, and the number of minutes that elementary school teachers are required to report prior to the start of the school day, shall be reduced by 20 minutes on the last work day of any week.

The length of the student school day and the teacher work day shall not be greater than the limits set forth below, unless changed in accordance with Section B of this Article IV:

	School Day	Work Day
Elementary & Middle School	6 hrs. 40 min.	7 hrs. 40 min.
High School	6 hrs. 45 min.	7 hrs. 40 min.

1. The work day shall be 7 hrs. and 20 minutes on the last work day of any week and on all non-instructional teacher work days.
2. Minimum school days (four hours) will be scheduled during the calendar year as follows, subject to Impact Language:
 - (a) All semester examinations at the high school.
 - (b) Any workshops or conferences approved by the Superintendent.
 - (c) The last student day shall be a full day for teachers and one-half day for students.

E. JOB DESCRIPTIONS

The Board will provide job descriptions for all teaching positions and positions requiring extra pay. Extra duty job descriptions shall be general in nature.

F. AFTER-SCHOOL MEETINGS

1. There shall be no more than 20 faculty meetings per year. It is agreed that except in the case of a bona fide emergency declared by the Superintendent, after-school meetings shall be confined to the teacher work day as defined in IV D above. In the event that a meeting becomes necessary at any other time because of a bona-fide emergency declared by the Superintendent, teachers who have previous engagements which cannot be altered should be excused from these meetings by the principal, when possible.
2. The third Thursday of each month shall be reserved for Association meetings. The Association recognizes that during the months of October

and March the third Thursday provision will not apply. Association representative council members may be released to attend these meetings.

G. DUTY-FREE LUNCH

1. All teachers shall have an uninterrupted duty-free daily lunch period of at least thirty (30) minutes, except that the duty-free lunch may be reduced to twenty (20) minutes in the event of inclement weather.
2. Teachers shall be free to leave the building during their duty-free lunch upon notification to the Principal or his/her designee, subject to denial by the Principal in extenuating circumstances.
3. Teachers may be scheduled for lunchroom duty and/or lunch-recess providing: (See Section T - Non-Teaching Duties).
 - (a) An insufficient number of teachers have volunteered who are approved by the administration for such duty.
 - (b) Teachers who have volunteered or have been assigned to such duty shall receive other released time, mutually agreeable to both teacher and the administration.

H. PREPARATION PERIOD

1. Teachers in grades 9-12 shall have at least one continuous preparation period for every five teaching periods. Such periods shall be equal to a regular teaching period in length.
2. Teachers at Rochambeau and Memorial School shall have one continuous daily preparation period. The total number of preparation periods per week shall be a minimum of five.
3. Middlebury, Gainfield, Pomperaug and Long Meadow Elementary teachers shall have a 40-minute continuous preparation period per day.

I. CLASS SIZE

If a teacher has a complaint concerning class size of one of his/her classes, the matter shall first be discussed with the Building Principal. If the teacher is not satisfied with the results of such discussion, the matter shall be discussed with the Educational Advisory Committee. If the teacher is not satisfied with the discussion with the Educational Advisory Committee, the matter shall be discussed with the Personnel Policies Committee.

J. TEACHING PERIODS

1. Teachers in grades 9-12 shall not be assigned to more than the equivalent of five regular classes during the rotational schedule. A regular class is a class that in the seven period day of 2012-2013 rotational schedule was scheduled to meet every day for one period for the entire year. It is understood that the equivalence of fully or partially online classes will be based on the equivalence of credits earned. In unusual situations, a teacher may be assigned one additional class with the understanding that the extra duty is to be as temporary as possible. In such a situation, the high school principal shall solicit qualified volunteers from the professional staff. If there is no volunteer, the principal is permitted to select a teacher from among those qualified for the additional assignment. The terms for accepting the additional assignment must be mutually acceptable to the teacher and the principal. In the absence of mutual agreement, the teacher shall assume the responsibilities of the assignment, and the teacher and the principal shall refer the matter to the Superintendent and the Professional Rights and Responsibilities Committee for solution.
2. Where feasible, teachers in grades 9-12 should not be required to have more than three (3) teaching preparations within said subjects or combination of subjects. In this reference, preparation shall be defined as any of the following:
 - (a) Special areas within one discipline, e.g., U.S. History, Asian History, Geography, or Civics.
 - (b) Grade levels within one discipline, e.g., English I, II, III, or IV.

K. EVALUATION REPORTS

1. A teacher shall be given an opportunity to acknowledge receipt by signature and date and/or reply to any evaluation report or other written statement of criticism within ten (10) days of teacher's receipt of the report or written statement of criticism. No evaluation report or written statement of criticism may be contained in the teacher's personnel or other file for longer than thirty (30) days unless the teacher acknowledges receipt or replies to said report or statement, or unless written notice that the teacher failed to sign or respond in time is attached to the report or statement. Mailing of such notice by certified mail or registered mail, return receipt, shall be conclusive evidence of such notice.
2. All formal evaluations shall be conducted in accordance with the formal evaluation procedures of the Board. Nothing herein shall preclude modification of evaluation procedures in accordance with State Guidelines.

L. TEACHING ASSIGNMENTS

1. Newly hired teachers shall receive their assignments from the Superintendent's office.
2. Teachers already in the school system shall receive notice of their programs for the ensuing school year prior to the close of the current school year. 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 grades and/or subjects that they will teach, and any special or unusual classes or assignments that they will have, excluding extra-duty assignments. In the event of a change in circumstances or conditions during the months of May through August (e.g., resignations, death, promotion, leave of absence) such assignments may be changed with prompt notice in writing to the teacher.
3. 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 competence and/or certificates.
4. 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.
5. In arranging schedules for teachers who are assigned to more than one school, every effort shall be made to limit the amount of inter-school travel.

M. TEACHER TRANSFERS

1. When a reduction in the number of teachers in a school is necessary, volunteers shall be transferred first. Seniority in the Regional School District 15 System shall then be considered in selecting the transferees.
2. When involuntary transfers are necessary due to a reduction in staff, length of service in Regional School District 15 shall be a factor in determining which teacher is to be transferred. Teachers being involuntarily transferred will be transferred only to a comparable position.
3. All involuntary transfers shall be made only after a meeting between the teacher involved and the Superintendent or his designee, at which time the teacher shall be notified of the reasons for the transfer. In the event that a teacher objects to the transfer at this meeting, the teacher will notify the Association; the Superintendent or his designee will meet with the Association's representatives to discuss the transfer. Thereafter, a

grievance will lie. If grievance is sought, it shall be initiated at Level Three.

4. A list of open positions in the school system shall be made available to all teachers being transferred, and preference shall be given in filling such positions on the basis of length of service in the system, provided such action does not conflict with the instructional requirements and the best interests of students.
5. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the office of the Superintendent not later than March 15th. Such statement shall include the grade and/or subject to which the teacher desires to be assigned or the school or schools to which he/she desires to be transferred (in order of preference, if the teacher has preferences). As soon as practicable, and under normal circumstances not later than one week prior to the close of the school year, the office of the Superintendent shall make available to each school for publication system-wide data showing the names of persons who have been reassigned or transferred and the nature of such reassignment or transfer.
6. Notice of transfer shall be given to the teacher as soon as practicable, and under normal circumstances transfers due to unforeseen changes during the months of June and July shall be made prior to August 1st, provided all contractual requirements are met.

N. VACANCIES AND PROMOTIONS

1. For the purpose of this section, vacancies shall mean positions which are open as a direct result of death, retirement, discharge, resignation, promotion or the creation of a new position and any position which pays a salary differential and/or involves an additional or higher level of responsibility.
2. Vacancies shall be filled in accordance with the following procedures:
 - (a) The existence of vacancies of positions shall be adequately publicized, including a notice in every school of the Regional School District 15 System (by posting or otherwise) as far in advance of the date of filling such vacancy as possible, but in no event less than two (2) weeks in advance. Where need to fill a vacancy of position arises during the summer months, notice shall be made to those staff members who, by June 15, have notified their building principal of their interest in being so notified. Teachers on sabbatical leave shall be notified by mail of existing vacancies.

- (b) Said notice of vacancy of position shall clearly set forth the qualifications for the position.
 - (c) Teachers who desire to apply for such vacancies of position shall file their applications in writing with the Superintendent or his designee within the time limit specified in the notice.
 - (d) Such vacant positions shall be filled on the basis of qualification for the vacant position provided, however, that where two or more applicants are substantially equal in qualification, the applicant with the greatest amount of seniority in the system shall be given preference.
3. Fractional vacancies shall be filled in accordance with the following procedures:
- (a) When the Board of Education creates or otherwise seeks to fill a fractional position which, when combined with an existing fractional position in the same school (K-6), department (7-12), or special subject area (as defined in Article III, Section A.5 of the collective bargaining agreement) would create a full time position, the Board shall combine the two positions for purposes of posting pursuant to the collective bargaining agreement.
 - (b) If the posting and selection process results in the displacement of the teacher occupying the pre-existing part time position, his or her rights to another position, if any, shall be governed by the provisions of Article III, Section A.4 of the collective bargaining agreement.
 - (c) Notwithstanding the provisions of paragraph 1 above, prior to combining any positions the Board may elect to consult the teacher occupying the pre-existing part time position, and if he or she confirms in writing an inability or unwillingness to apply for the combined position, the Board may elect not to combine the two positions. In that event, the part time position to be newly filled shall be posted separately, and the teacher referred to in the preceding sentence shall not be permitted to apply.

O. CURRICULUM DEVELOPMENT

- 1. Teachers shall play an active role in the preparation, implementation and evaluation of curriculum in cooperation with the Assistant Superintendent.
- 2. Compensation for curriculum work by teachers shall be in accordance with the schedule in Appendix C of this contract.

3. Materials needed to implement the new curriculum should be made available to the teachers concerned prior to the start of the new program, or as soon thereafter as the need for these materials is determined by the Administration/Faculty Curriculum Team.
4. 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.
5. The advisability of pilot programs rather than full implementation will be considered.

P. USE OF SCHOOL FACILITIES

1. The Association will have the right to use school buildings without cost at reasonable times for meetings provided, however, that the Association will be required to pay for any additional custodial and/or supervisory costs involved by reason of said meetings. The principal of the building in question will be notified in advance of the time and place of all such meetings.
2. There will be at least one (1) bulletin board in each school building, which will be placed in the faculty lounge or teachers' workroom, for the purpose of displaying notices, circulars, and other Association material. The Association 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.

Q. TEACHER FACILITIES

The Board and the Association agree that each school shall have the following facilities:

1. Space in the classroom in which teachers may safely store instructional supplies and materials.
2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
3. An appropriately furnished, ventilated, and lighted room to be used as a faculty lounge.
4. Well-lighted and clean rest rooms, with separate facilities for men and women.

5. Parking space of adequate portion and convenient location at each school, well-lighted for evening use.
6. Teachers shall, whenever possible, be provided with access to a telephone located in a place where privacy is assured.

R. CLASSROOM RESPONSIBILITY

A regular classroom teacher shall not be required to be present when a special area teacher is in charge of his/her class unless his/her presence for a particular class is required by the principal. Such a request will be made only after consultation with the special area teacher.

S. INSTRUCTIONAL MATERIALS

The Board agrees to provide the school with adequate supplies of instructional materials and to provide appropriate programs for all levels and styles of learning as determined by the Superintendent.

T. NON-TEACHING DUTIES

No teacher is to be assigned morning or afternoon bus duty. Teachers shall not be required to retain students in their classrooms beyond the first wave of buses, except in emergency situations.

U. JUST CAUSE

No teacher shall be suspended without pay, or reduced in rank or compensation, or issued a formal written warning, except for just cause.

V. LEAVE POLICIES

A. SICK LEAVE - PERSONAL ILLNESS

1. Full Time

- a. Each full-time member of the professional staff is entitled to fifteen (15) sick leave days per year with full pay. Teachers may use up to five (5) individual sick days per school year due to illness or injury of a dependent child.
- b. Sick leave can be accumulated for an unlimited period.
- c. If a staff member has used up all of his/her sick leave, including any sick leave he/she may withdraw from the bank described in paragraph 3. below, he/she shall be entitled to an additional thirty

(30) days sick leave in a given year with his/her pay reduced by compensation paid to his/her substitute.

- d. If a teacher demonstrates a pattern of absences that would lead a reasonable person to suspect misuse of sick leave, the Superintendent has the right to require the teacher to obtain a note from a physician as a condition of payment for sick leave for future absences that fit within this pattern. The requirement will be removed once this pattern is corrected. If the teacher is required to go to a physician to obtain the required note, the Board will reimburse the amount not covered by insurance.

2. Part Time

Part time teachers shall earn the same number of sick leave days as full time teachers, but such days shall be compensated on a prorated basis commensurate with the percentage of a full time schedule taught by such teacher.

3. Sick Leave Bank

- a. There shall be a sick leave “bank” (bank) to which the Board shall credit three hundred fifty (350) sick leave days at the start of each of the three school years during the 2010-2013 contract.
- b. All teachers employed within the Region prior to July 1, 2010 shall be members of the sick leave bank unless the teacher gives written notice to the Superintendent or his designee and the PEA President prior to September 1, 2010 of his or her desire to not participate in the bank. A teacher withdrawing his/her membership in the bank will not be able to withdraw any contributed days. Teachers hired after July 1, 2010 shall join the bank unless they execute an “opt out” form at the time of their initial hire. New hires joining the sick leave bank shall contribute one (1) sick leave day to the bank.
- c. In the event the number of sick leave days in the bank drops below one hundred eighty (180), each member of the bank shall contribute one (1) day from their available sick leave accumulation to replenish the bank. However, a teacher shall not be required to contribute more than two (2) sick leave days per school year.
- d. A sick leave bank committee consisting of two representatives selected by the Superintendent and two selected by the Association shall be established to determine applicant’s eligibility for sick leave days from the bank and the number of days to be granted. The committee shall be responsible for keeping all records related to the sick leave bank. An affirmative vote by at least three of the four

persons on the committee is needed to grant sick leave bank days to an applicant.

- e. A teacher may be granted up to ninety (90) sick leave days from the bank per school year and up to an additional thirty (30) days from the bank per school year with his/her pay reduced by the compensation paid to his/her substitute.
- f. Eligibility for sick leave days from the bank shall be based on a serious prolonged illnesses or injury preventing the teacher from working. The presence of a serious prolonged illness or injury shall be documented by a medical report from the teacher's physician.
- g. No days may be granted from the bank unless the employee has exhausted his/her accumulated sick leave. However, if it appears imminent a teacher will exhaust his/her accumulated leave, the request for days may be made in advance so that no interruption in the teacher's regular pay occurs. The bank shall not be used in conjunction with any other leave.
- h. The decisions of the sick leave bank committee shall not be subject to a grievance or any other collateral attack.
- i. No days may be donated to a specific individual.

B. PERSONAL INJURY

While performing his/her duties, a teacher sustaining an injury which results in absence shall receive full pay and the absence shall not be charged to sick leave. Any professional employee who becomes disabled from his/her school work under provisions of the Connecticut Worker's Compensation Act, will be reimbursed by the Board of Education up to one year, the difference between the employee's salary and the amount received under the Worker's Compensation Act.

C. JURY DUTY

Any teacher who is called for jury duty shall make immediate request to be relieved of jury duty, and shall cooperate with the Superintendent's office in efforts to be relieved from this obligation. If, after complying with the requirements of this section, the teacher is required to serve on a jury, the teacher shall receive his daily rate of pay, less the amount the teacher receives as a jury fee. The absence shall not be charged to sick leave.

D. ABSENCE ON ACCOUNT OF COURT INVOLVEMENT

Any Board employee called to court in an action involving the Regional School District 15 System because he/she was a party in, or a witness to an event which

gave rise to that action shall receive full pay while in court, unless he/she is adjudged liable for the action. The absence will not be charged to sick leave or special leave.

E. SPECIAL LEAVE

1. Special leave of absence with pay, shall be granted to teachers according to the following schedule:

(a) Three (3) days per year for approved legal, business, household, or family matters which require absence during school hours and which cannot be scheduled at any other time. The following reasons serve as guidelines for such requests:

- i) (Legal matters) e.g., subpoenas, required attendance at closing and court appearances;
- ii) Severe illness in the immediate family (defined to include mother, father, siblings, children, mother-in-law, father-in-law, and spouse);
- iii) graduation of children or spouse;
- iv) other reasons of an emergency nature, subject to approval by the Superintendent.

One of the above three (3) days may be taken without providing any reason, but such “no reason day” may not be taken on the workday immediately before or after a school holiday or break, or during the month of June.

(b) Three (3) days per year for getting married during the school year.

(c) Three (3) days for each death in the immediate family, as defined above, and including grandparents, and one (1) day to attend the funeral of a close relative or close friend during the school year. The phrase ‘close relative or close friend’ is to be narrowly construed, e.g. an aunt or uncle, brother-in-law or sister-in-law, or one of a small circle of friends with whom the teacher has an especially close relationship. Subject to the approval of the Superintendent, additional days may be granted.

(d) Leave for the observance of religious holidays of a teacher’s own sect or group, during the school year, not to exceed a total of three (3) days annually.

- (e) Three (3) days immediately succeeding the birth of the teachers' child, or immediately following the placement of an adopted child in the teacher's home.
2. Application for such leaves shall be made as far in advance as practicable and, except for emergency, shall be made at least 48 hours prior to the date of the leave.
3. Applicants shall state the purpose for taking such leave. Each such leave request shall be accompanied or supplemented by sufficient information for the administration to make an informed judgment to approve or deny, at least forty-eight (48) hours prior to the date for which leave is requested (except for emergencies). Information submitted after forty-eight (48) hours prior to the leave date shall not be considered in deciding upon leave requests.
4. Absences due to surgical procedures or intensive medical care of a teacher, requiring medical supervision, shall be eligible for sick leave and shall not be considered for special leave. Routine dental treatment and physical examinations shall be scheduled outside the workday, if possible. Teacher absences due to medical tests and minor medical treatment which are requested by a physician and cannot be scheduled outside the work day shall be eligible for special leave. Applications for leave under this paragraph shall be in accordance with E.2 and E.3 above.
5. Special leaves taken under the above conditions shall not be charged to sick leave.
6. In special circumstances, additional days of special leave may be granted by the Superintendent.

F. MILITARY LEAVE

The Board and the Association recognize that teachers are provided with military leave rights under §10-156c and §10-156d of the Connecticut General Statutes.

G. SABBATICAL LEAVE

1. Sabbatical leaves may be granted for either one-half academic year, or for one full academic year, and may be awarded to those teachers whose proposed program is so designed to supplement pertinent educational goals of the Regional School District 15 Board of Education.
2. All candidates must meet the following requirements:
 - (a) Hold at least 30 credits beyond a Bachelor's Degree.

- (b) Be a full-time teacher in Regional School District 15 at least six years.
- (c) Submit a proposed plan of study to be followed at a university. Substitute plans of research will require special approval. Study can be within or outside of the United States.

3. Conditions of Sabbatical Program:

- (a) No more than two percent (2%) of the teachers per year will be granted Sabbatical Leave.
- (b) Applications for Sabbatical Leave shall be filed with the Superintendent of Schools prior to January 30th of the school year preceding the school year for which the leave is requested. Information required will be made known by the Superintendent.
- (c) All applications will be presented to the Board along with the Superintendent's written recommendations.
- (d) The Board shall notify successful applicants of its decision by March 1.
- (e) Successful candidates will be paid at three-fourths the basic annual salary rate for a one-year program, and at a full salary for half-year programs.
- (f) Teachers may supplement their sabbatical salary with other fellowship aid, providing that the total compensation of any grant program, scholarship, assistantship, or other compensation, and the sabbatical pay does not exceed the professional staff member's full annual salary rate by one-third. If such does occur, the sabbatical pay will be reduced by an amount necessary to affect the balance.
- (g) Teachers on Sabbatical Leave shall advance on the salary schedule as if they were teaching, and shall retain all rights and privileges of an active teacher. Teachers shall retain former status or position in the system.
- (h) Teachers on Sabbatical Leave will be included in group medical benefits.
- (i) A teacher granted Sabbatical Leave must return to Regional School District 15 for two years, or in the event of the failure of the teacher to return, the teacher will repay the full amount of the sabbatical leave payments received. In cases of exceptional hardship, the Board may release the teacher from the obligation to pay all or a

part of the sabbatical leave payments upon his or her failure to comply with this future service requirement.

- (j) Upon his or her return, the teacher will present a comprehensive report to the Board.

H. MATERNITY LEAVE OF ABSENCE

1. The Board and the Association recognize that teachers are entitled to leaves for maternity-related disabilities in accordance with §31-126 of the Connecticut General Statutes, as amended. As soon as feasible after pregnancy is determined; the teacher shall notify the administration in writing of her expected delivery date. The teacher is entitled to utilize sick leave during the period of disability due to pregnancy, delivery, and other disabling complications related thereto. However, a note from the teacher's physician may be required by the administration to establish the first day the teacher is no longer able to work and to establish any disabilities beyond eight (8) weeks after the date of delivery.
2. Teachers shall be granted extended leave for child-rearing reasons. No later than six (6) weeks after the date of delivery or the date of adoption, the teacher shall submit a letter of request for child-rearing leave to the administration. To the extent possible, the teacher returning from such child-rearing leave shall be restored to the same position held at the time the leave was granted, or if there is no opening or vacancy in such position, to another open position for which the employee is certified and qualified. Such leave shall not exceed seventeen (17) calendar months from the date of the expiration of the leave for maternity disability. Within the seventeen (17) month limitation, teachers shall be allowed to return only at the beginning of the school year in September.
3. If the teacher fails to reapply in writing for reinstatement in the system by March 1st, or by May 1st for child-rearing leaves commencing after March 1st in the calendar year the teacher is scheduled to return, then that teacher shall be considered to have resigned from the system as of that date. It is understood that a teacher whose maternity disability leave ends on or after April 1 has the option of returning to work in September of the same calendar year. In either case, the teacher shall notify the administration of her intentions in writing between January 1 and June 1 during each year of her leave of absence.
4. During the period of extended leave, teachers may purchase insurance benefits at group rates through the Board of Education. Upon returning from such leave, the teacher shall be entitled to reinstatement of any benefits earned or accrued at the time of layoff, and further accrual of salary increments and fringe benefits shall resume where they left off.
5. It is understood that a non-tenured teacher who elects a child-rearing leave of absence shall be deemed to have resigned if she does not return after the termination of child-rearing leave. However, the Superintendent shall make every reasonable effort to return any such non-tenured teacher to the same or

similar position as soon as is reasonably possible, except in cases in which the Board of Education has formally voted not to renew the contract of said non-tenured teacher.

I. CONFERENCE LEAVE

The Superintendent may grant conference or convention leaves, or permission to observe an activity at another school building or school system without loss of pay. Such leave shall not be deducted from special and sick days. The Board agrees to reimburse all teachers for all or any portion of reasonable expenses for leaves approved by the Superintendent to attend a convention or conference, or to observe activities in another school system.

J. GENERAL LEAVE

1. A Teacher may be granted a general leave of absence without loss of salary to begin a program of study which results from foundation or scholarship grants and which necessitates personal presence in advance of the close of the school year. The Superintendent may recommend such leave to the Board, indicating the educational effect such leave may have on the educational program, and the availability of funds to support such leave. Each request for such leave, with or without salary, may be granted at the discretion of the Board, and each request will be considered on an individual basis.
2. Other extended leaves, with or without salary, may be granted at the discretion of the Board.

K. POLITICAL LEAVE

A leave of absence of up to two years without pay shall be granted to a tenured teacher for the purpose of serving in a political office. Upon his/her return to the system, said employee shall not be advanced on the salary schedule for his/her period of absence, but shall retain all accumulated sick leave and seniority rights earned prior to the leave.

L. ASSOCIATION LEAVE

Authorized absences shall be granted to representatives of the Association who are absent during regular school hours to attend negotiations, conferences or grievance proceedings which have been scheduled during these times. The P.E.A. will pay for teacher (conference) day if this request is honored with loss of pay. Such absence shall not be deducted from sick or special leave.

M. REINSTATEMENT NOTIFICATION

Teachers on paid or unpaid long term leave must apply for reinstatement by March 1 preceding the start of the next school year or thirty (30) days after the commencement of the leave whichever is later. The Board will send a written notice to such teachers at least ten (10) days before such deadline, with a copy to the President of the Association. If the teacher fails to reapply for reinstatement in the system by such deadline then the teacher shall be considered to have resigned from the system.

VI. SALARIES AND FRINGE BENEFITS

A. INSURANCE BENEFITS

1. The Board shall provide for all regular full-time professional employees and their eligible dependents the Century Preferred PPO plan including Managed Benefits as summarized in Appendix H.

The Board shall also maintain a HSA plan, or a high deductible health care plan with a health savings account feature. The Board will contribute fifty percent (50%) of the applicable HSA deductible amount. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts by July 15 of each contract year. The Board may require an agreement to repay any accelerated contributions in the event a teacher separates from employment before the end of the year. The parties acknowledge that the Board's contribution toward the funding of the HSA deductible is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed teachers. The employing Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

Effective July 1, 2013 each teacher electing enrollment in the HSA plan shall pay ten percent (10%) of the premium cost. Each teacher electing enrollment in the PPO Medical plan shall pay the difference between the Board's cost for the HSA plan (including its contribution to the HSA deductible amount) and the full cost of the PPO plan.

Effective July 1, 2014 each teacher electing enrollment in the HSA plan shall pay eleven percent (11%) of the premium cost. Each teacher electing enrollment in the PPO Medical plan shall pay the difference between the Board's cost for the HSA plan (including its contribution to the HSA deductible amount) and the full cost of the PPO plan.

Effective July 1, 2015 each teacher electing enrollment in the HSA plan shall pay twelve percent (12%) of the premium cost. Each teacher electing enrollment in the PPO Medical plan shall pay the difference between the

Board's cost for the HSA plan (including its contribution to the HSA deductible amount) and the full cost of the PPO plan.

Key Features of the Prescription Plan (Prescription Plan Rider offered with PPO Only - No Prescription Rider with the HSA):

- Formulary Prescription Plan with Physician Dispense as Written (DAW) and co-pays as follows:
 - Retail (30 days)
 - \$5 Generic - \$15 Preferred Brands - \$30 Non-Preferred Brands
 - Mail Order (90 days)
 - 1 times Retail Copay
 - \$5 Generic - \$15 Preferred Brands - \$30 Non-Preferred Brands

Key Features of the PPO Plan Co-Pays and Deductibles:

- Office visit co-pay \$15
- Out-patient co-pay \$100/event
- Admission co-pay \$50/day to a maximum of \$250
- Emergency Room co-pay \$75 (waived if admitted)
- Urgent care Center co-pay \$50/visit
- Out of Network Deductible per calendar year
- \$250 Individual \$500 employee + 1 \$750 Family

Key Features of the HSA Plan:

- In-Network/Out-of-Network Annual Deductible (individual/aggregate family) \$1500/3000; effective July 1, 2014, \$2000/4000
- Co-insurance 100% In-Network after deductible, subject to co-insurance maximum
- Co-insurance 80% Out-of-Network after deductible, subject to co-insurance maximum
- In-Network Preventive Care not subject to deductible, 100% Co-insurance
- Out-of-Network Preventive Care subject to deductible, 80% Co-insurance after deductible, subject to co-insurance maximum
- Out-of-Network Co-insurance Maximum (individual/aggregate family) \$1500/3000; effective July 1, 2014, \$2000/4000
- Cost Share Maximum (individual/aggregate family) \$3000/6000; effective July 1, 2014, \$4000/8000
- In-Network Lifetime Maximum-Unlimited
- Prescription Drug Coverage Treated as any other expense

Dental coverage will be based on the Full-Service plan provisions, including Riders A and C (Dental Plan Rider offered with both medical plans PPO and HSA. Dental Service do not apply toward HSA deductible).

Each teacher must submit a wage deduction authorization permitting the Board to deduct such payment. The Board shall establish a salary reduction plan pursuant to Internal Revenue Code Section 125, so that such payments may be free from income tax, to the extent provided by law. If coverage is elected for one or more eligible dependents, but no spouse is covered, premium sharing will be at the Employee+1 rate.

The Board shall make available to individual teachers a Section 125(b) spending account for health care (\$4,000 maximum) and dependent care (\$5,000 maximum) assistance. The Board shall bear the cost of setting up the plan and 100% of the monthly fee for administration of the plan.

2. The Board shall provide, at its expense, for all full-time professional employees:
 - a. Group life insurance coverage to the nearest \$1,000 of professional employee's salary - individual coverage only.
 - b. The amount of life insurance for active employees will be reduced to 65% of the level specified in the preceding paragraph at age 70, and to 50% of the level specified in the preceding sentence at age 75. The amount of life insurance for retirees shall be reduced by 50% at the time of retirement, with further reductions of 10% each year until the maximum reduction of 90% is attained.
 - c. A long-term disability insurance plan as defined in Appendix G. Such plan shall be available only to tenured staff.
3. Teachers employed at least 60% of full time during the 1991-92 school year shall thereafter receive the same benefits as full-time teachers under paragraphs 1 and 2 above, as long as they remain at least 60% of full time. Teachers hired after the 1991-92 school year who are employed less than full time, and any teachers employed less than 60% of full time, shall receive prorated health insurance benefits commensurate with their percentage of employment (i.e., they may opt to participate in the full health insurance program, provided the Board pays only the prorated percentage of what it would pay toward health insurance for a full-time employee and the teacher pays the remainder).
4. A teacher who retires from the Regional School System shall be entitled to continued coverage under the group health and life insurance plans, provided such teacher assumes the cost of the plans. A retired teacher or his/her dependent who is enrolled in Medicare shall no longer be covered by

the Regional School System's group health insurance plans, but shall instead have the option of enrolling in the State Teacher Retirement Board's Medicare supplement plan. The previous sentence shall also apply to retired teachers or their eligible dependents who are eligible to enroll in Medicare if and when permitted by applicable law. The cost for life insurance for teachers retiring after July 1, 1992 shall be determined in accordance with the IRS table of uniform premium rates.

5. A teacher who resigns from the Regional School System after fulfilling his/her contractual obligations will be covered by insurance benefits until August 31st.
6. The Board reserves the right to substitute alternative insurance carriers for each of the insurance coverages listed herein. Any alternative coverage must be equivalent to the coverage currently in effect, and no such change in insurance carrier shall result in interruption in coverage for any teacher. For the purpose of group life and disability insurance, the term "equivalent" means the same as or better than the present insurance contract in function, services and benefits to members of the bargaining unit. However, in regard to health insurance, the term "equivalent" means substantially equivalent in function, services, benefits, physicians, hospitals, providers and administrative services, recognizing that no two health insurance plans are the same. The Association will be consulted in advance of implementing any change in insurance carrier. In the event of a dispute regarding "equivalency", such dispute shall be resolved at Level 4 of the Grievance Procedure prior to implementation of any such change in accordance with procedures designated by the American Arbitration Association.

B. PROTECTION OF TEACHERS

The Board will protect and save harmless any teacher from any financial loss and expense, including legal fees and costs arising out of any claims demand, suit, or judgment, as provided by the Statutes of the State of Connecticut.

C. CONTRACTS

1. The Board agrees to use as the forms for the written contract of employment of each individual certified professional employee the Teachers' Initial Contract attached hereto as Appendix B, and the Teachers' Annual Salary Agreement.
2. In case of any difference between the terms of such agreements and the provisions of §10-151 of the Connecticut General Statutes, as amended, the statute shall control. Nothing herein shall be construed to provide a method for review of teacher termination or non-renewal proceedings in addition to that set forth in §10-151.

3. Individual Supplementary contracts shall be issued for special, extra assignments such as coaching and yearbook.

D. STAFF SALARIES

1. The salaries of all teachers covered by this Agreement are set forth in the Appendix A, which is attached hereto and made a part of this Agreement.
 - a. Step advancement shall occur in 2013-2014, 2014-2015 and 2015-2016, so that each teacher shall be compensated at the next higher numbered step in any given contract year than they were compensated in the previous contract year, except for teachers who were already compensated at the maximum step in the previous contract year.
 - b. Step 2 shall be the minimum step on each salary schedule.
2. No teacher shall be advanced from step to step on the salary schedule for any school year during which such teacher has actually taught fewer than ninety (90) days, no more than ten (10) days of which shall include paid leaves of absence.
3. Teachers hired on or after July 1, 1992, and thereafter employed less than 50% of full time, shall only advance one step on the salary schedule after each two years of such service.

E. EXTRA COMPENSATION FOR EXTRA DUTY AFTER THE SCHOOL DAY

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

F. SALARY SCHEDULE FOR GUIDANCE PERSONNEL AND SCHOOL PSYCHOLOGIST

Salary schedule for the above positions is set forth in Appendix D which is attached hereto and made a part of this Agreement.

G. COACHING

The salary schedule for coaches is set forth in Appendix E which is attached hereto and made a part of this Agreement.

H. COMPENSATION FOR BETWEEN-SCHOOL TRAVEL

Teachers who must travel from school to school within the system in performing their normal teaching duties shall be compensated for such travel at the published Internal Revenue Service rates then in effect.

I. ANNUITY PLAN

1. Teachers shall be eligible to participate in a “tax-sheltered” Annuity Plan established pursuant to United States Law No. 87-3701.
2. Teachers shall also be eligible to participate in the Section 403b plan in effect on January 1, 2010.
3. Teachers shall also be eligible to participate in the Section 457 plan in effect on January 1, 2013, subject to any revisions to said plan that the Board may adopt thereafter, and with the provision that participating teachers shall bear any costs associated with the plan.

J. PAYROLL DEDUCTIONS

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

2. A list of approved deductions is as follows:

(a) United States Savings Bonds

There shall be a minimum of twenty-five (25) professional employees enrolled in a Savings Bond plan before this deduction will be available. Each individual desiring to enroll in this plan must notify the Business Office in writing by the first pay day in September of each school year as to the amount of such Savings Bond deduction, the name of the bond holder, and the beneficiary. The amount of this deduction shall not be increased or decreased during any one school year. Savings Bonds shall be purchased for the months of October through June.

(b) Washington National Insurance

(c) Tax-Sheltered Annuity Plans

(d) Section 403b and Section 457 plans as described in I above.

(e) Waterbury Credit Union

3. Dues Deduction

- (a) Teachers employed by the Region 15 Board of Education who are hired on or after July 1, 1995, as well as those hired before that date who at any time during their employment with the Board have voluntarily become members of the Association, shall as a condition of employment either join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required by members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.
- (b) The singular reference to the “Association” herein shall be interpreted as referring to the Pomperaug Education Association, the Connecticut Education Association and the National Education Association.
- (c) The Region 15 Board of Education agrees to deduct from the salary of each teacher an amount equal to the Association membership dues or service fee by means of payroll deductions. Deductions for part-time teachers shall be prorated equal to the percentage of FTE worked.

For members, the amount of the deduction from each paycheck shall be in equal amounts beginning with the first paycheck in November through and including the last paycheck in June. The amount of Association membership dues shall be certified by the Association to the Board of Education prior to the opening of school each year, but in no case less than two weeks prior to the distribution of payroll from which the deductions are to be made.

For fee service payers, the deduction shall begin with the first paycheck in January and shall be made in equal amounts through the last paycheck in June. The amount of the Association service fee shall be forwarded to the Board of Education prior to the first deduction in January, but in no case less than two weeks prior to the distribution of payroll from which these deductions are to be made.

- (d) Those teachers whose employment commences after the start of the school year shall pay a prorated amount of membership dues or service fees equal to the percentage of the remaining school year.
- (e) The Board of Education agrees to forward to the Association each pay period a single check for the total amount of money deducted during that pay period. The Board shall include with such check a list of teachers for whom such deductions were made.

- (f) The Association shall hold harmless and indemnify the Board against any and all claims, demands, liabilities, lawsuits, attorney fees, or other costs that may arise out of, or by reason of, actions taken against the Board as a result of enforcement or administration of this section.

K. SALARY CREDIT FOR MILITARY SERVICE

Teachers shall be advanced on the salary schedule up to one year for time spent in military service of a duration of two or more years.

L. LONGEVITY

After twenty (20) years of employment as a teacher, fifteen (15) of which must be cumulative service in the Region 15 System, a teacher shall receive an additional increment according to the schedule below. Prior cumulative service in the Middlebury and Southbury School Systems shall count toward cumulative service in Region 15.

A teacher hired by the Board for his or her first year of teaching within Region 15 after the beginning of the school year but prior to January 1st shall have his or her longevity payment, prorated for that year and included in equal payments in each pay period starting with the first payroll in the succeeding January. A teacher hired after December 31st shall not be eligible for longevity payment until the beginning of the following school year.

It is understood that longevity payments are in recognition of length and quality of service to the Region 15 School System. Said longevity payments may be withheld for cause. The Superintendent shall provide a written statement of reasons in case a stipend is withheld from a teacher in a given year, together with suggestions for improvement leading to the reinstatement of the stipend in subsequent years.

Any withholding of longevity payments is subject to the grievance procedure.

The following is the Longevity Payment Schedule:

<u>Agreed Pre-Requisites</u>	<u>2013-16</u>
BA + 15	\$2,104
MA	\$2,468
MA + 30	\$2,753

Longevity payment for the BA + 15 is limited to those members of the certified staff who were on the BA + 30 Column on July 1, 1978.

M. SEVERANCE PAY

1. After fifteen (15) years of cumulative service in Region 15 and upon retirement at age 50 or older, or death, a teacher or his survivor, whichever is applicable, shall receive a payment equal to 1% of his current salary multiplied by the total years of service. Prior cumulative service in the Middlebury or Southbury School System shall count towards cumulative service in Region 15. The above-noted age requirement shall not apply to those members of the certified staff employed by the Board of Education on July 1, 1987.
2. Effective July 1, 2007, the Board shall establish a special purpose trust to allow retired employees to pay post retirement medical expenses on a tax free-basis and converts lump sum distributions upon retirement from taxable earned income to an employer qualified (401(a) or 403(b) plan. The Association agrees to save the Board and its agents harmless from any claims, demands, suits, or judgments arising from actions taken by the Board in complying with the provisions of this Section.

N. CHANGE IN DEGREE STATUS

1. Teachers who complete the necessary requirements for a change in salary shall be paid according to the higher schedule beginning with the first pay day in September and/or the first pay day in March following the recording of proof of completion with the Superintendent of Schools. Any teacher who anticipates said change in salary status during the school year shall notify the Superintendent by August 15 (for the fall placement) or by February 15 (for placement in March).
2. To receive credit on salary lanes after the MA, teachers shall have earned the credits after receiving the MA. This condition does not apply to the following:
 - (a) Teachers employed on July 1, 1987;
 - (b) Teachers working on two masters degrees;
 - (c) Teachers receiving credit for in-service work; and
 - (d) Teachers taking graduate courses to obtain certificates outside of their present teaching area.
3. To receive credit on salary lanes after the MA, teachers shall have earned the credits for courses which are either graduate level in a planned program, or approved by the Superintendent. This condition does not apply to the following:

- (a) Teachers employed prior to July 1, 1992 with a masters degree; and
- (b) Teachers employed prior to July 1, 1992 without a masters degree but who attain such degree prior to July 1, 1995.

O. SALARY PAYMENT

- 1. Professional employees shall have the option of being paid on either a 10-month basis (21 equal payments) or 26 equal payments.
- 2. Teachers must inform the Superintendent of their choice in writing by July 1 of the contract year in question. Unless this option is exercised, teachers will be paid on a 12-month basis.
- 3. If employment is terminated prior to the end of the regular school year, the teacher's pay will be prorated on the basis of the number of days taught.

P. TUITION REFUND FOR ADVANCED COURSE WORK

The Board of Education shall reimburse each teacher who has completed the MA + 30 semester hours for each semester hour completed beyond the MA + 30 the rate of \$220 per credit.

Such course work shall be in the teacher's field of study and shall be with the approval of the Superintendent of Schools.

Q. PROTECTION OF TEACHERS

Teachers shall not be required to transport children in their personal vehicle.

R. PLACEMENT OF NEW HIREES ON SALARY SCHEDULE

- 1. Newly hired teachers shall be placed on the salary grid in the degree column appropriate to that teacher's degree status.
- 2. Newly hired teachers shall receive:
 - a. one (1) year step credit for each year of experience in a public school or other educational setting deemed acceptable by the Superintendent.
 - b. one (1) year step credit per two (2) years of experience in a private school or other educational setting deemed acceptable by the Superintendent.

- c. under no circumstances shall a teacher be placed beyond step eleven 11 on the salary grid at time of hire i.e., a teacher with 15 years of experience in a public school shall be placed on step eleven (11).

A teacher with twelve (12) years experience in a private school and one (1) year experience in a public school shall be placed on step nine (9).

A teacher with five (5) years of experience in a private school shall be placed on step four (4).

- d. No credit shall ordinarily be given where a gap of ten (10) years or more exists between the applicant's last teaching assignment - public or private - and the date of application for the current position. However, exceptions to this may be made in accordance with Section three (3) below.
- e. Any initial salary placement made in accordance with the above shall not be subject to the grievance procedure nor shall it result in any retroactive payment.

- 3. Notwithstanding Section 2c above, in those cases in which there is difficulty in finding a qualified candidate for a position due to a shortage of teachers in a particular subject area, the newly hired teacher may be placed at any step of the appropriate degree column, at the discretion of the Superintendent of Schools. Upon the appointment and acceptance of a teaching position by a teacher in a "shortage" area at a step level higher than the step level of incumbent teachers with similar length of service, the Superintendent shall inform the President of the Association in writing, identifying the teacher and the subject area for which the teacher was hired. Any dispute as to whether the above process has been followed shall be subject to the grievance procedure of the collective bargaining agreement, with the exception that any dispute as to whether the subject area is a "shortage" area may be processed through the grievance procedure only to the Board of Education level.

VII. EDUCATIONAL ADVISORY COMMITTEE

A. PURPOSE

- 1. It shall be the purpose of this committee to review existing practices and policies and to investigate any new programs and/or areas which might be incorporated into the educational system of Regional School District 15.
- 2. While it is the function of the Board to make or revise the educational policies of the system, the Educational Advisory Committee shall be charged with recommending Board action.

B. ORGANIZATION

This committee shall be composed of ten members, six teachers chosen by the Association, one from each building, three administrators chosen by the Board of Education, and one member of the Board of Education.

C. PROCEDURES

This committee shall hold its initial meeting no later than October 15. At this meeting, a chairman shall be elected and procedures to be followed in future meetings shall be established. This committee shall meet at least four (4) times a year. Additional meetings may be called by the chairman or by any three members of the committee. A copy of the procedures to be followed by the committee shall be sent to the Chairman of the Board of Education, the Superintendent, and the President of the Association.

VIII. DURATION

- A. This Agreement shall fix for its term the wages and conditions of all teachers employed by the Board during the period July 1, 2013 through June 30, 2016.

IN WITNESS WHEREOF, THE POMPERAUG REGIONAL SCHOOL DISTRICT 15 BOARD OF EDUCATION (Board) and the POMPERAUG REGIONAL SCHOOL DISTRICT 15 EDUCATION ASSOCIATION (P.E.A.) have set their hands and seals by their duly authorized representatives this ____th day of January, 2013.

POMPERAUG REGIONAL SCHOOL DISTRICT 15
BOARD OF EDUCATION

By Janet Butkus

Name: Janet Butkus
Chairperson

POMPERAUG REGIONAL SCHOOL DISTRICT 15
EDUCATION ASSOCIATION

By Coleen Merritt

Name: Coleen Merritt
President

APPENDIX A
POMPERAUG REGIONAL SCHOOL DISTRICT 15

2013-2014 TEACHER SALARY SCHEDULE

Step	BA	BA+15	MA	MA+15	MA+30
1					
2	\$ 43,164	\$ 44,988	\$ 47,214	\$ 48,602	\$ 50,085
3	\$ 44,862	\$ 46,785	\$ 49,483	\$ 50,718	\$ 52,508
4	\$ 46,614	\$ 48,583	\$ 51,754	\$ 52,832	\$ 54,931
5	\$ 48,254	\$ 50,379	\$ 54,023	\$ 54,945	\$ 57,354
6	\$ 49,953	\$ 52,172	\$ 56,291	\$ 57,217	\$ 59,778
7	\$ 51,702	\$ 54,525	\$ 59,030	\$ 60,086	\$ 62,580
8	\$ 53,452	\$ 56,879	\$ 61,770	\$ 63,085	\$ 65,385
9	\$ 55,202	\$ 59,232	\$ 64,508	\$ 66,099	\$ 68,186
10	\$ 56,950	\$ 61,584	\$ 67,247	\$ 69,113	\$ 70,992
11	\$ 58,701	\$ 63,936	\$ 70,061	\$ 72,129	\$ 74,060
12	\$ 61,621	\$ 67,016	\$ 73,557	\$ 75,543	\$ 77,835
13	\$ 64,539	\$ 70,095	\$ 77,125	\$ 78,955	\$ 81,719
14	\$ 67,459	\$ 73,173	\$ 80,692	\$ 82,370	\$ 85,681
15	\$ 69,066	\$ 74,829	\$ 82,687	\$ 84,179	\$ 87,969

2014-2015 TEACHER SALARY SCHEDULE

Step	BA	BA+15	MA	MA+15	MA+30
1					
2	\$ 43,773	\$ 45,622	\$ 47,880	\$ 49,287	\$ 50,791
3	\$ 45,495	\$ 47,445	\$ 50,181	\$ 51,433	\$ 53,248
4	\$ 47,271	\$ 49,268	\$ 52,484	\$ 53,577	\$ 55,706
5	\$ 48,934	\$ 51,089	\$ 54,785	\$ 55,720	\$ 58,163
6	\$ 50,657	\$ 52,908	\$ 57,085	\$ 58,024	\$ 60,621
7	\$ 52,431	\$ 55,294	\$ 59,862	\$ 60,933	\$ 63,462
8	\$ 54,206	\$ 57,681	\$ 62,641	\$ 63,974	\$ 66,307
9	\$ 55,980	\$ 60,067	\$ 65,418	\$ 67,031	\$ 69,147
10	\$ 57,753	\$ 62,452	\$ 68,195	\$ 70,087	\$ 71,993
11	\$ 59,529	\$ 64,837	\$ 71,049	\$ 73,146	\$ 75,104
12	\$ 62,490	\$ 67,961	\$ 74,594	\$ 76,608	\$ 78,932
13	\$ 65,449	\$ 71,083	\$ 78,212	\$ 80,068	\$ 82,871
14	\$ 68,410	\$ 74,205	\$ 81,830	\$ 83,531	\$ 86,889
15	\$ 70,275	\$ 76,139	\$ 84,134	\$ 85,652	\$ 89,508

APPENDIX A
POMPERAUG REGIONAL SCHOOL DISTRICT 15

2015-2016 TEACHER SALARY SCHEDULE

Step	BA	BA+15	MA	MA+15	MA+30
1					
2	\$ 43,957	\$ 45,814	\$ 48,081	\$ 49,494	\$ 51,004
3	\$ 45,686	\$ 47,644	\$ 50,392	\$ 51,649	\$ 53,472
4	\$ 47,470	\$ 49,475	\$ 52,704	\$ 53,802	\$ 55,940
5	\$ 49,140	\$ 51,304	\$ 55,015	\$ 55,954	\$ 58,407
6	\$ 50,870	\$ 53,130	\$ 57,325	\$ 58,268	\$ 60,876
7	\$ 52,651	\$ 55,526	\$ 60,113	\$ 61,189	\$ 63,729
8	\$ 54,434	\$ 57,923	\$ 62,904	\$ 64,243	\$ 66,585
9	\$ 56,215	\$ 60,319	\$ 65,693	\$ 67,313	\$ 69,437
10	\$ 57,996	\$ 62,714	\$ 68,481	\$ 70,381	\$ 72,295
11	\$ 59,779	\$ 65,109	\$ 71,347	\$ 73,453	\$ 75,419
12	\$ 62,752	\$ 68,246	\$ 74,907	\$ 76,930	\$ 79,264
13	\$ 65,724	\$ 71,382	\$ 78,540	\$ 80,404	\$ 83,219
14	\$ 68,697	\$ 74,517	\$ 82,174	\$ 83,882	\$ 87,254
15	\$ 70,711	\$ 76,611	\$ 84,656	\$ 86,183	\$ 90,063

APPENDIX B

TEACHER'S INITIAL CONTRACT

The Board of Education of Pomperaug Regional School District 15, Southbury-Middlebury, Connecticut, hereby agrees to employ (to whom the term "teacher" hereinafter "teachers") hereby agrees to serve, under the direction of the Superintendent of Schools, as a Teacher in the public school of said Region, for the school year beginning _____ and ending _____ subject to the conditions stated below.

In accordance with the provisions of the prevailing salary schedule of the Board of Education for said Region, the Board has voted and hereby agrees to pay said teacher, and said teacher hereby agrees to accept, for service during the above-stated period, an annual salary of \$ _____, subject to required deductions for the State Teacher's Retirement Fund and the United States and State of Connecticut Withholding Tax, and other agreed to deductions which the teacher may in writing authorize.

This contract shall be renewed annually by operation of law during the period of said teacher's first forty (40) months of continuous employment by said Board (exclusive of July and August) unless the teacher has been notified in writing prior to April 1 in one school year or ninety days before completion of forty (40) school months of employment, that the contract will not be renewed for the following year. For each year for which this contract is renewed, the annual salary of the teacher shall be in accordance with the provisions of the prevailing salary schedule of the Board of Education for the said Region, and as determined through the signing of a teacher's annual salary agreement.

This contract may be terminated by mutual consent at any time. It may be terminated by the Board for cause as provided by statute. The teacher may resign for good reason by submitting at least thirty days' written notice at any time except during the month of August, during which month, unless the contract has been terminated by mutual consent or Board action, the teacher will accept employment with no other Board of Education in Connecticut; provided that in the event no salary agreement for the ensuing year has been signed by August 1, limitations on the teacher's resigning shall not be binding until such an agreement has been signed.

The teacher may, upon written request filed with the Board within twenty days after the receipt of any notice from the Board of its intention to terminate or not to renew this contract, be entitled to a hearing before the Board to be held within fifteen days of such request and at such hearing the reason or reasons for the termination or the non-renewal of the contract shall be made known. The teacher shall have the right to appear with counsel of his choice at such hearing.

This contract is subject to the Statutes of the State of Connecticut and the rules and regulations of the Board of Education.

BOARD OF EDUCATION
POMPERAUG REGIONAL SCHOOL DISTRICT 15

SIGNED:

Teacher: _____

By: _____
Superintendent of Schools

Date: _____

Date: _____

APPENDIX C
NON-ATHLETIC EXTRA COMPENSATION
FOR EXTRA DUTY BEYOND TEACHING DAY

POSITION	2013-14	2014-15	2015-16
High School Music Coordinator			
Pep Band & Marching Band	\$5,328	\$5,408	\$5,489
Orchestra	\$4,260	\$4,324	\$4,389
Jazz Ensemble Director			
High School	\$3,196	\$3,244	\$3,293
Middle Schools	\$2,130	\$2,162	\$ 2,195
High School Music			
Chamber Singers Director	\$3,196	\$3,244	\$3,293
Chamber Orchestra Director	\$3,196	\$3,244	\$3,293
Music Director - Musical	\$2,130	\$2,162	\$2,195
Pit Orchestra Director - Musical	\$2,130	\$2,162	\$2,195
Choreographer – Musical	\$2,130	\$2,162	\$2,195
Chamber Orchestra – Middle School	\$2,130	\$2,162	\$2,195
Select Chorus Director - Middle School	\$2,130	\$2,162	\$2,195
Student Publication Advisor(s)			
(Newspaper - 65%)			
(Literary Magazine - 35%)	\$5,683	\$5,768	\$5,855
Middle School Publication			
Memorial (per publication)	\$1,562	\$1,586	\$1,609
Rochambeau (per publication)	\$1,562	\$1,586	\$1,609
American Field Service Prog Advisor	\$1,705	\$1,731	\$1,757
Big Brother/Sister	\$1,509	\$1,532	\$1,555
Building Webmaster	\$1,509	\$1,532	\$1,555
Debate Club	\$1,509	\$1,532	\$1,555
Ecology Club Advisor (High School)	\$1,705	\$1,731	\$1,757
Elementary Art Enrichment	\$1,509	\$1,532	\$1,555
Estrella (Middle School)	\$1,200	\$1,218	\$1,236
Family/Community/Career Leaders of America	\$1,705	\$1,731	\$1,757
Fine Arts Coordinators	\$723	\$734	\$745

APPENDIX C
NON-ATHLETIC EXTRA COMPENSATION
FOR EXTRA DUTY BEYOND TEACHING DAY

POSITION	2013-14	2014-15	2015-16
Dance Team	\$1,705	\$1,731	\$1,757
Future Business Leaders of America	\$1,705	\$1,731	\$1,757
Habitat for Humanity	\$1,705	\$1,731	\$1,757
Harvard Model U.N. Advisor	\$4,698	\$4,769	\$4,840
High School Bowl Advisor	\$1,961	\$1,990	\$2,020
High School Graduation Coordinator	\$800	\$812	\$824
Interact Club	\$1,705	\$1,731	\$1,757
Link Crew	\$1,705	\$1,731	\$1,757
Math League Advisor	\$1,485	\$1,507	\$1,530
Mock Trial Advisor	\$3,215	\$3,263	\$3,312
National Honor Society Advisor	\$1,705	\$1,731	\$1,757
Robotics Advisor	\$1,509	\$1,532	\$1,555
Student Government Advisor	\$3,039	\$3,084	\$3,131
Technical Club Advisor	\$3,550	\$3,604	\$3,658
Tri M Music	\$1,509	\$1,532	\$1,555
Yearbook Advisor(s) - High School	\$5,683	\$5,768	\$5,855
VHS Coordinator	.2 FTE salary	.2 FTE salary	.2 FTE salary
Guidance Association			
High School	\$1,705	\$1,731	\$1,757
Middle Schools	\$1,705	\$1,731	\$1,757
Elementary Schools	\$1,705	\$1,731	\$1,757
High School Class Advisors			
Senior Class	\$2,375	\$2,411	\$2,447
Junior Class	\$1,977	\$2,007	\$2,037
Sophomore Class	\$1,582	\$1,606	\$1,630
Freshman Class	\$1,187	\$1,204	\$1,222
High School Honor Society Advisor			
Spanish	\$1,705	\$1,731	\$1,757
French	\$1,705	\$1,731	\$1,757
Science	\$1,705	\$1,731	\$1,757

APPENDIX C
 NON-ATHLETIC EXTRA COMPENSATION
 FOR EXTRA DUTY BEYOND TEACHING DAY

<u>POSITION</u>	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
Building Coordinators*	\$1,006	\$1,021	\$1,036
<i>*Annually appointed positions to support building level duties that go beyond the teaching day, for example: Early Literacy, Town Meeting, Speech/Language, Least Restrictive Environment, Video Technology and Washington DC Coordinators</i>			
Summer School Curriculum Work	\$49.74	\$50.48	\$50.48
Chaperones for Overnight Trips-All Schools	\$59.13	\$60.02	\$60.92
Lead Teacher – Minimum Time 4 Hours	\$118.27	\$120.04	\$121.84
Intramural Advisors	\$24.29	\$24.65	\$25.02
	25 hr max	25 hr max	25 hr max
After School Course Providers (per course)	\$609	\$618	\$627
TEAM BEST Trained Mentor	\$508	\$515	\$523

DESIGNATED TIME FOR EXTRA DUTY

Student Council (High School)	All activity periods per week
Middle School Student Council Advisor	Two periods per week
Middle School Publication	Two periods per week

Note: Compensation for positions shown in Appendix C is conditional upon approval of the position in question as part of the budget for the school year in question as adopted by the Board of Education.

APPENDIX D

SCHOOL COUNSELOR & SCHOOL PSYCHOLOGIST
DIFFERENTIAL

Base: Regular Salary Schedule Step

Extra Compensation	2013-14	2014-15	2015-16
1. Per diem (for each day worked in excess of the basic work year)	\$ 371	\$ 376	\$ 382
2. Annual Stipend	\$2,486	\$2,523	\$2,561

ELEMENTARY & MIDDLE SCHOOL
DIFFERENTIALS

Base: Regular Salary Schedule Step

Extra Compensation	2013-14	2014-15	2015-16
Media Specialist	\$1,499	\$1,522	\$1,545
Interventionist	\$1,000	\$1,015	\$1,030

ELEMENTARY & MIDDLE SCHOOL
INSTRUCTIONAL TEACHER LEADERS

Instructional teacher leaders ensure that all teachers in their schools receive the appropriate professional development, communication, resources and assessments for the subject area they lead.

Base: Regular Salary Schedule Step

Extra Compensation	2013-2014	2014-2015	2015-2016
Mathematics	\$2,900	\$3,000	\$3,100
Social Studies	\$2,900	\$3,000	\$3,100
English/Language Arts	\$2,900	\$3,000	\$3,100
Science	\$2,900	\$3,000	\$3,100
Library Media/Information Technology	\$2,900	\$3,000	\$3,100
Reading Consultants	\$2,900	\$3,000	\$3,100
Other Curriculum Areas as determined by Superintendent	\$2,900	\$3,000	\$3,100

Middle School Math and Eng./LA: .2 FTE released time in lieu of financial compensation

**APPENDIX E
SALARY SCHEDULES FOR COACHES**

POSITION	13/14 1st YR Service	13/14 2nd YR & Thereafter	14/15 1st YR Service	14/15 2nd YR & Thereafter	15-16 1st YR Service	15/16 2nd YR & Thereafter
<i>HIGH SCHOOL</i>						
Baseball						
Head Coach	4,871	5,399	4,944	5,480	5,018	5,562
Assistant Coach	3,167	3,619	3,214	3,674	3,263	3,729
Freshman Coach	2,472	2,797	2,509	2,839	2,546	2,882
Basketball-Boys' & Girls'						
Head Coach	5,993	6,705	6,082	6,806	6,174	6,908
Assistant Coach	4,207	4,731	4,270	4,802	4,334	4,874
Freshman Coach	3,268	3,708	3,317	3,763	3,367	3,820
Cheerleading						
Varsity	4,871	5,399	4,944	5,480	5,018	5,562
Junior Varsity	3,167	3,619	3,214	,3674	3,263	3,729
Cross Country						
Head Coach	4,871	5,399	4,944	5,480	5,018	5,562
Assistant Coach	3,167	3,619	3,214	,3674	3,263	3,729
Field Hockey						
Head Coach	4,871	5,399	4,944	5,480	5,018	5,562
Assistant Coach	3,167	3,619	3,214	,3674	3,263	3,729
Freshman Coach	2,472	2,797	2,509	2,839	2,546	2,882
Football						
Head Coach	5,993	6,705	6,,082	6,806	6,174	6,908
Assistant Coach	4,164	4,674	4,226	4,744	4,289	4,815
Freshman Coach	2,472	2,797	2,509	2,839	2,546	2,882
Golf						
Head Coach	4,871	5,399	4,944	5,480	5,018	5,562
Assistant Coach	3,167	3,619	3,214	,3674	3,263	3,729
Gymnastics Coach	4,871	5,399	4,944	5,480	5,018	5,562
La Crosse-Boys' & Girls'						
Head Coach	4,871	5,399	4,944	5,480	5,018	5,562
Assistant Coach	3,167	3,619	3,214	,3674	3,263	3,729
Ski Coach	4,871	5,399	4,944	5,480	5,018	5,562
Soccer-Boys' & Girls'						
Head Coach	4,871	5,399	4,944	5,480	5,018	5,562
Assistant Coach	3,167	3,619	3,214	,3674	3,263	3,729
Freshman Coach	2,472	2,797	2,509	2,839	2,546	2,882

**APPENDIX E
SALARY SCHEDULES FOR COACHES**

POSITION	13/14 1st YR Service	13/14 2nd YR & Thereafter	14/15 1st YR Service	14/15 2nd YR & Thereafter	15-16 1st YR Service	15/16 2nd YR & Thereafter
Softball						
Head Coach	4,871	5,399	4,944	5,480	5,018	5,562
Assistant Coach	3,167	3,619	3,214	,3674	3,263	3,729
Freshman Coach	2,472	2,797	2,509	2,839	2,546	2,882
Swimming-Boys' & Girls'						
Head Coach	4,871	5,399	4,944	5,480	5,018	5,562
Assistant Coach	3,167	3,619	3,214	,3674	3,263	3,729
Tennis-Boys' & Girls'						
Head Coach	4,871	5,399	4,944	5,480	5,018	5,562
Track-Boys' & Girls'						
Indoor & Outdoor						
Head Coach	4,871	5,399	4,944	5,480	5,018	5,562
Assistant Coach	3,167	3,619	3,214	,3674	3,263	3,729
Volleyball						
Head Coach	4,871	5,399	4,944	5,480	5,018	5,562
Assistant Coach	3,167	3,619	3,214	,3674	3,263	3,729
Freshman Coach	2,472	2,797	2,509	2,839	2,546	2,882
Wrestling						
Head Coach	4,871	5,399	4,944	5,480	5,018	5,562
Junior Varsity Coach	3,167	3,619	3,214	,3674	3,263	3,729
<i>MIDDLE SCHOOL</i>						
Baseball	3,167	3,619	3,214	,3674	3,263	3,729
Basketball Boys' & Girls'	3,323	3,838	3,373	3,895	3,424	3,954
Cheerleading	2,796	3,173	2,838	3,220	2,881	3,269
Cross Country	3,167	3,619	3,214	,3674	3,263	3,729
Field Hockey	3,167	3,619	3,214	,3674	3,263	3,729
Soccer	3,167	3,619	3,214	,3674	3,263	3,729
Softball	3,167	3,619	3,214	,3674	3,263	3,729

APPENDIX F

LEVEL
1 2
3 4
Circle Appropriate
Level

Type or Print

GRIEVANCE PRESENTATION
Pomperaug Regional School District 15

Name of Grievant(s) _____
Date Filed _____
Assigned School _____
Principal or Immediate Supervisor _____
Subject Area or Grade Level _____
Association Representative _____

A. 1. Statement of Grievance (alleged violation per Contract Article)

2. Relief Sought _____

Signature of Grievant(s)

APPENDIX F (cont.)

B. DECISION OF THE PRINCIPAL AND IMMEDIATE SUPERVISOR

(to be completed and returned by the Principal or Immediate Supervisor, to the Grievant(s) within five (5) days after the hearing if not resolved at the Formal Meeting.)

Original and one (1) copy to Grievant(s). One (1) copy retained by Principal or Immediate Supervisor. One (1) copy to Ch. of P. R. & R.

Decision and Reasons: _____

Date

Signature of Principal or Immediate Supervisor

C. DECISION OF SUPERINTENDENT: _____

Date

Signature of Superintendent

D. DECISION OF BOARD: _____

Date

Signature of Board

APPENDIX G

LONG TERM DISABILITY INSURANCE PLAN

The Board shall provide, at its expense, for all full time, tenured professional employees (full time as defined by the insurance carrier, or a person who works at least 3/5ths of a regular schedule) coverage under a group long term disability plan containing the same terms and conditions as the plan in effect on June 30, 1992, except that the maximum monthly benefit shall be \$2,500.

APPENDIX H

Health Benefits

Summary Covered Services	Benefit In-Network	Benefit Out of Network
<i>Inpatient Hospital Services</i>		
Semi private room, physicians and surgeons charges, maternity for mother and child, diagnostic and lab fees, PT and OT, drugs, operating room, dialysis, etc.	Subject to \$50 per day/\$250 per admission copay. Covered in full after copay, subject to precertification, concurrent review and managed care noncompliance penalties. Medical excellence program on an optional basis.	Covered at 80% of MAA after deductible and coinsurance, then at 100% of MAA. Subject to precertification,, concurrent review and managed care non-compliance penalties.
<i>Outpatient Hospital Services</i>		
Operating and recovery room, lab and x-ray, dialysis, radiation and chemotherapy, etc.	Covered in full, subject to \$100 copay per admission. Precertification,, concurrent review and managed care noncompliance penalties.	Covered at 80% of MAA after deductible and coinsurance, then at 100% of MAA. Subject to precertification, concurrent review and managed care non-compliance penalties.
<i>Inpatient Mental and Substance Abuse</i>		
Mental Health Inpatient	Covered in full, subject to \$50 per day/\$250 per admission copay unlimited full parity, subject to precertification, concurrent review and managed care non-compliance penalties.	Covered at 80% of MAA after deductible and coinsurance then 100% of MAA for unlimited days per year. Subject to precertification, concurrent review and non-compliance penalties.
Substance Abuse Inpatient	Covered in full, subject to \$50 per day/\$250 per admission copay unlimited full parity, subject to precertification, concurrent review and managed care non-compliance penalties.	Covered for unlimited days per year at 80% of MAA after deductible and coinsurance, then at 100% of MAA subject to precertification, concurrent review and managed care non-compliance penalties.
<i>Ambulance</i>		
	Covered on an unlimited basis, land and air. Non-emergency use subject to case management.	Covered on an unlimited basis, land and air. Non-emergency use subject to case management.
<i>Emergency Care</i>		
	Emergency room visits covered in full after a \$75 co-pay. Copay waived if admitted	Emergency room visits covered at MAA after a \$75. Copay waived if admitted
Walk in Care (walk in center or physician's office)	Covered in full above \$15 co-pay.	Subject to deductible and co-insurances.
<i>Physician Services</i>		
Medical Care (clinical indications of illness)	Covered in full above \$15 co-pay. No annual or lifetime maximum.	Subject to deductible and co-insurance.
Allergy Care	Covered in full above \$15 co-pay for examination. No co-pay for injections. 80 visits in 3 years per person.	Subject to deductible and co-insurance.

Well Child Care	Covered above \$15 co-pay. Subject to age-based schedule. To 6 months every month, then to one year every two months, then to two years every three months, then to three years every six months, then once per year to age 18.	Subject to deductible and coinsurance. Subject to age-based schedule. To 6 months every month, then to one year every two months, then to two years every three months, then to three years every six months, then once per year to age 18.
Adult Physical Examinations (no clinical indications or history)	Covered in full above \$15 co-pay. Subject to age-based schedule. Every three years to age 30 then every two years to age 50, then every year.	Covered at 80% of MAA subject to deductible and coinsurance. Subject to age-based schedule. Every three years to age 30 then every two years to age 50, then every year.
Routine Mammography (no clinical indications or history)	Covered in full above \$15 co-pay. Subject to age-based schedule. One baseline exam at age 35 then one annually age 40 and over.	Covered at 80% of MAA subject to deductible and coinsurance. Subject to age-based schedule. One baseline exam age 35 then one exam annually age 40 and over.
Routine Gynecological (no clinical indications or history)	Covered in full above \$15 co-pay. Limited to one examination per year.	Covered at 80% of MAA subject to deductible and coinsurance. Limited to one examination per year.
Vision and Hearing Screening	Covered in full above \$15 co-pay. Limited to one of each per year.	Covered at 80% of MAA subject to deductible and coinsurance. Limited to one of each per year.
<i>Outpatient Therapy Coverages</i>		
Speech Therapy, OT, PT, and Chiropractic Services	Covered in full above \$15 co-pay. Maximum of 50 combined visits per year.	Covered at 80% of MAA subject to deductible and coinsurance. Maximum of 50 combined visits per year.
Electroshock Therapy	Covered above \$15 co-pay for up to 15 visits per annum. Subject to case management.	Covered at 80% of MAA subject to deductible and coinsurance for up to 15 visits per annum. Subject to case management.
<i>Prescription Drug Benefits</i>		
	Retail Pharmacy=\$5/\$15/\$30 co-pay, up to a 30 Day Supply Mail Order=\$5/\$15/\$30 co-pay, up to a 90 Day Supply Covered subject to PS 3 Tier Rx with Formulary requirements. Oral contraceptive coverage.	Covered at 80% of MAA after deductible and coinsurance.
<i>Maternity Leave</i>		
Prenatal and Postnatal	Covered in full above \$15 co-pay (first visit only)	Covered at 80% of MAA subject to deductible and coinsurance
<i>Outpatient Mental Health and Substance Abuse</i>		
	\$15 co-pay, full parity	Covered at 80% of MAA subject to deductible and coinsurance.
<i>Durable Medical Equipment and Prosthesis</i>		
	Covered in full.	Covered at 80% of MAA subject to deductible and coinsurance.

<i>Home Health and Hospice</i>		
Home Health Care	80 Home Health Aid visits out of the 200 skilled nursing /therapeutic services.	Covered at 80% of MAA subject to deductible and coinsurance Subject to medical necessity., 80 Home Health Aid visits out of the 200 skilled nursing /therapeutic services.
<i>Skilled Nursing and Therapeutic Services</i>		
	Covered in full for 200 days per year, subject to medical necessity.	Covered at 80% of MAA subject to deductible and coinsurance for up to 200 days per year, subject to medical necessity.
<i>Hospice Care</i>		
	Unlimited	Covered at 80% of MAA subject to deductible and coinsurance for up to 60 days per year, subject to case management.
<i>Skilled Nursing Facility</i>		
	Covered in full up to 120 days per year, subject to case management. Subject to \$50 per day/\$250 per admission copay.	Covered at 80% of MAA subject to deductible to deductible and coinsurance for up to 120 days per year, subject to case management.
Eligibility	Insured, Spouse, and unmarried dependents to age 25.	Insured, Spouse, and unmarried dependents to age 25.
Non-Compliance Penalties	\$250 per visit.	\$250 per visit.
Deductible	Not Applicable out of network only.	\$250 /\$500/\$750, individual/two person/family.
Co-insurance	Not Applicable out of network only** Except inpatient hospital copays which are applicable.	After deductible 20% up to \$450/\$900/\$1,150 coinsurance.
Maximum out of pocket	Not Applicable out of network only	Sum of co-pays, deductibles, co-insurance and amounts above MAA fee schedule and non-compliance penalties.
Payment Basis	Negotiated fees no balance billing.	90 th % of UCR.

Plan language to reflect no loss covered services.

Dental as previous.

MAA = Maximum Allowable Amount.

Rev. 12/06