

AGREEMENT

BETWEEN

STONINGTON BOARD OF EDUCATION

AND

STONINGTON EDUCATION ASSOCIATION

2014-2017

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AGREEMENT

BETWEEN

STONINGTON BOARD OF EDUCATION

AND

STONINGTON EDUCATION ASSOCIATION

This Agreement is made and entered into between the Stonington Board of Education (hereinafter referred to as the "Board") and the Stonington Education Association (hereinafter referred to as the "Association"), affiliated with the Connecticut Education and the National Education Association.

ARTICLE 1
PREAMBLE

- A. This Agreement is negotiated under Section 10-153a through 10-153g of the General Statutes of the State of Connecticut as amended.
- B. The Board and the Association recognize the importance of responsible participation by the entire professional staff included in this Agreement.
- C. In case of conflict between the provisions of this Agreement and the Connecticut General Statutes, the General Statutes shall govern unless it is permissible for the Board to make other provisions, in which case this Agreement shall govern. When the Board Policies and/or Administrative Regulations and the provisions of this Agreement conflict, the provisions of this Agreement shall prevail.

ARTICLE 2
POWERS AND DUTIES OF THE BOARD OF EDUCATION

- A. The Board reserves and retains, solely and exclusively, all its rights, express or implied, to manage the school system and its employees as such rights existed prior to the execution of this Agreement. The Association agrees that the functions and rights of management belong solely to the Board and that the Association will not interfere with the Board's exercise of these rights and functions.
 - 1. **Enumerated Rights.** The exclusive functions and rights of the Board include, but are not restricted to, the right to: direct the operation of the public schools in the system in all aspects; select and employ new personnel; manage the school system and the direction of its work force; determine methods and levels of financing and budget allocation; provide, when necessary, for the transportation of students; designate the schools to

be attended by the children in the system; establish the number of schools to be utilized by the system; maintain good public elementary and secondary schools and provide such other educational activities as in its judgment will best serve the interests of the system to give the children of the system as nearly equal advantages as may be practicable; maintain and operate buildings, lands, apparatus and other property used for school purposes; decide the textbooks to be used; make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefor; prepare and submit budgets and, in its sole discretion, expend monies appropriated to the Board for the maintenance and operation of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable; determine, and from time to time redetermine, the number of Board personnel and the methods and materials to be employed; select and determine the qualifications of teachers required to promote the efficient operation of the school system; distribute work to teachers in accordance with the job content and job requirements determined, and from time to time redetermined, by the Board; establish assignments for teachers; transfer teachers; determine the procedures for promotion of teachers; create, enforce and, from time to time, change rules and regulations concerning discipline of teachers; discipline, suspend or discharge teachers; and, otherwise take such measures as the Board may determine to be necessary to promote the orderly, efficient and safe operation of the school system.

2. **Unenumerated Rights.** The listing of specific rights in subsection (1) of this section is not intended to be all inclusive, restrictive or a waiver of any rights of the Board not listed which have not been expressly and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

ARTICLE 3 **RECOGNITION**

- A. The Board hereby recognizes the Stonington Education Association as the exclusive representative of all certified professional employees in positions requiring a teaching or other certificate, including DSAP ("durational shortage area permit"); and are not included in the Administrators' Unit or excluded from the purview of Sections 10-153a to 10-153n, inclusive; the Association having been designated pursuant to a petition signed by a majority of said employees and certified by the Board on October 27, 1965. The Stonington Education Association is affiliated with the Connecticut Education Association and the National Education Association hereinafter referred to as the "Association".
- B. The Association hereby accepts the recognition and certification as herein provided.

ARTICLE 4
DEFINITIONS

- A. In the construction of these individual Articles of Agreement, words and phrases shall be construed according to the commonly approved usage of the language. Technical words and phrases that have acquired a peculiar and appropriate meaning in education, shall be construed and understood according to the "Definition of Terms" listed in Section B of this Article.
- B. **Definition of Terms**
1. **"Board"** - The Board of Education of the Town of Stonington, CT.
 2. **"Association"** - the Stonington Education Association, Connecticut Education Association and the National Education Association.
 3. **"Superintendent"** - The Superintendent of Schools for Stonington or his/her designee.
 4. **"Teacher"** - all personnel as defined in Article 3, Recognition Clause.
 5. **"Association Representative"** - the duly designated representative of the Stonington Education Association for each school building.
 6. **"PR&R Committee"** - the Professional Rights and Responsibilities Committee of the Stonington Education Association.
 7. **"Teacher's Initial Contract"** - the contract issued each teacher upon employment for a probationary period in the Stonington School system in accordance with the Connecticut Tenure Act 10-151, as amended.
 8. **"Teacher's Long-Term Contract"** - the contract issued each teacher in accordance with the provisions of the Connecticut Tenure Act, Section 10-151, as amended.
 9. **"Teacher's Annual Salary Agreement"** - the yearly Agreement issued each teacher denoting his/her step on the negotiated salary schedule and the method of payment thereof.
 10. **"Tax Sheltered Annuity Plans"** - those plans in which professional employees are eligible to participate. Under this Agreement only those companies that enroll a minimum of three (3) employees and are licensed and approved by the Commissioner of Insurance for the state of Connecticut shall be eligible to participate.

ARTICLE 5
NEGOTIATIONS

The Association and the Board agree to negotiate in good faith in accordance with State Statutes and the procedures set forth herein to secure a successor Agreement relative to all matters concerning salaries and other conditions of employment. The Agreement so negotiated shall be reduced to writing and signed by the parties. Either party may, if it so desires, utilize the services of outside consultants, negotiators or attorneys and may call upon professional and lay representatives to assist in the negotiations.

ARTICLE 6
RESIGNATIONS

A. Thirty Day Notice

A teacher may resign between September 1st and June 30th in any year for any reason by submitting not less than thirty calendar day's advance written notice.

ARTICLE 7
CLASS SIZE AND TEACHER LOAD

The parties recognize the desirability from both an educational viewpoint, and the viewpoint of providing a good working environment for teachers, of limiting students participating in a class and of equalizing, as much as possible, the number of students assigned to various classes conducted within a grade level or subject area. To that end, it is the policy of the Board to limit class size and to equalize class size to an extent consistent with sound educational principles and the fiscal and physical facilities of the system.

In like manner, teacher load, specifically teaching classes per day or per week and different preparations per day or per week, should also be limited whenever possible to an extent consistent with the same sound educational principles and the fiscal and physical facilities of the system.

For the purpose of reasonable class size, consideration must be given to students with special learning needs and their ability to function in a normal classroom environment.

ARTICLE 8
VACANCIES

All vacancies for bargaining unit positions will be adequately publicized. This means as a minimum, that a notice will be posted in every school clearly setting forth a description of the qualifications for the position, including the duties and salary range where applicable.

During summer vacation, notices will be distributed by mail to those who express a desire for a position that is vacant and who are certified for that particular vacancy.

Vacancies that occur after August 1st will be exempt from provisions of this Article; however, the administration will still attempt to notify those individuals who have expressed an interest in a particular position for which they are certified.

Notifications of vacancies will be posted in the Administration Building in clear view of those wishing to be informed of vacancies. In addition, a copy will be sent to the President of the Stonington Education Association.

Such notices will be posted as far in advance as possible, ordinarily at least 30 days before the final date when applications must be submitted, and in no event less than two weeks before such date, except in cases of emergency caused by the death and/or illness of an employee. In filling vacancies, preference will always be given to the best qualified candidate.

Teachers may be transferred for the good of the school system to any teaching assignment for which they are certified.

The transfer must be discussed with the teacher concerned before it is implemented.

ARTICLE 9

PROFESSIONAL DEVELOPMENT

A. STATEMENT OF PRINCIPLES

1. Professional development will be defined as any exercises or programs that teachers need to know and be able to do to improve instruction that advances student learning. These exercises or programs may include workshops, seminars, and activities involving the application of learning in school-based settings, e.g., action research study teams, curriculum development, teacher visitation, problem-solving groups, extended curriculum-based learning, school-wide improvement initiatives, and other such activities which enhance the ability of teachers to increase student learning.
2. Professional development programs may be recommended by the professional teaching staff, but must be approved by the administration prior to implementation. Approved programs will be conducted and directed by the administration.
3. Professional assistance in the development of a program may be requested by the program administrator based upon the demands of the program. Professional staff assistance may be rendered on a voluntary basis and/or

as part of a teacher professional growth plan.

4. In accordance with CSDE, professional development activities shall be designed to enrich or improve the skills, knowledge and abilities of educators to advance student learning. The content of such activities shall be guided by building, district, and state expectations and goals for student performance, actual student performance as measured by a variety of incidences, and what teachers need to know and be able to do to improve instruction that advances student learning.
5. Programs of professional development should provide for the evaluation of the programs by all participants.

B. **IMPLEMENTATION OF APPROVED PROGRAM**

1. Every effort will be made to announce professional development programs by September 15th for the fall semester and January 15th for the spring semester.
 - (a) Emergency situations may dictate changes in the above date.
 - (b) Special summer programs are not covered by No. 1 above.
 - (c) All participants in Board of Education paid, sponsored summer programs will be compensated at the in-service rate as listed in Article 41. Voluntary programs and/or meetings shall not be eligible for compensation.
2. Professional development as defined in A.1 will be compensated as follows:
 - (a) If the program is held on a school day, during an individual's workday, attendance is mandatory.
 - (b) If the program is held on a school day, outside of an individual's workday, attendance may be voluntary or mandatory. If attendance is mandatory, compensation will be given at the in-service rate as listed in Article 41.
 - (c) If the program is held on a non-school day, attendance may be voluntary or mandatory. If attendance is mandatory, compensation will be given at the in-service rate as listed in Article 41.
3. Payment: Teachers who participate as presenters in district professional development programs will be paid for their initial preparation time at the in-service rate as listed in Article 41. Teachers who receive district supported professional development for the purpose of providing in-district training will

be compensated for in-district presentations outside scheduled workdays. Teachers who receive district-supported professional development for the purpose of providing in-district training will be required to make presentations on professional development days that will be equal to the number of CEU hours spent in training.

ARTICLE 10 **PLANNING/PREPARATION PERIOD**

A. Definition

A planning/preparation period is understood to be a period of time within the "teaching day" which is provided for teachers to do a number of professional activities. With the consent of the building principal, teachers may meet together to plan team activities, plan individually, counsel students, mark papers, attend to school managerial details, talk with parents, etc. The intent of the planning/preparation period should be clear; however, it is team planning or individual planning - all other acceptable professional activities are secondary to it, and should not be continuously or routinely substituted for it. In this matter, building principals must and do have wide discretion to approve various alternatives consistent with the intent of a period of time allotted for professional preparation.

B. Regular classroom teachers will be provided with a professional planning/preparation period according to the schedule described below:

1. **High School/Middle School** - Forty (40) to forty-five (45) minutes - normally one (1) teaching period per day or five (5) units of such time per week.

The Administration may use forty-five (45) minutes of one (1) preparation period once every fifth day at the high school for purposes of either meeting with professional staff or other educational needs, as determined by the building Administrator.

Such meetings shall be in additions to the meetings set forth under Article 18, Section A.

2. **Elementary Level** -

- (a) Thirty (30) minutes of planning/preparation time during the children's school day every school day or five (5) units of such time per week.
- (b) Fifteen (15) minutes of planning/preparation time in addition to 2. (a) above (thirty (30) minutes per day) every school day.

ARTICLE 11
SEVERABILITY

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

ARTICLE 12
SABBATICAL LEAVE

- A. A sabbatical leave is defined as a year of study for which application may be made by a teacher possessing a Professional Educator Certificate after having completed seven consecutive years of service in the Stonington Public School system. Study leaves are designed to encourage improvement of instruction, supervision and administration. The prime purpose of a sabbatical leave is to enable an individual to participate in a learning experience which will allow the individual to do a better job in the education of the children in the Stonington School System.
- B. The sabbatical leave shall not be used for earning a Master's Degree, except in the teacher's subject area.
- C. Sabbatical leaves with pay may be authorized by the Board of Education upon the recommendation of the Superintendent of Schools in accordance with the following rules:
 - 1. No more than two (2) sabbatical leaves shall be authorized in any one (1) school year.
 - 2. Written notice that a sabbatical leave will be applied for must be received by the Superintendent on or before January 1st of the school year preceding the proposed sabbatical. Requests for sabbatical leaves must be received in writing by the Superintendent on or before March 15th of the school year preceding the proposed sabbatical year.
 - 3. If two (2) teachers are granted sabbatical leave, they will be paid three-fourths ($\frac{3}{4}$) of their annual salary rate provided that such pay, when added to any program grant received by such teacher, shall not exceed the teacher's annual salary. If a single teacher is granted sabbatical leave, he/she shall be paid his/her annual salary rate minus any program grant received by such teacher.
 - 4. The grantee of the sabbatical leave will receive full insurance coverage in the same manner as he/she would if teaching provided that there is no increase in premium costs as a result of such sabbatical leave; but if such increase in premium does result, the teacher will receive such insurance coverage as may be obtained by the expenditure of the same premium.

5. The grantee of the sabbatical leave will receive credit on the salary scale for the sabbatical year.
6. Proposed sabbatical leaves will be available only for approved scholarly programs to be carried on in an accredited institution of higher learning which shall be itemized in the application.
7. The proposed program of study must be directly related to the teacher's work in the Stonington Public School System and must offer a potential to the individual and to the school system.
8. The grantee of the sabbatical leave must agree in his/her application to repay all monies received from the school system during the sabbatical year if the purpose for which the sabbatical leave was granted is not fulfilled.
9. The grantee of the sabbatical leave is expected to return to employment in the Stonington School System for a minimum of three (3) consecutive years following the year of the sabbatical leave. If the grantee fails to return to the system for the full three (3) year period, he/she shall be obligated to repay that prorated share of the monies received from the system during the sabbatical year equal to the proportion of the three (3) year period not completed.

ARTICLE 13
ANNUAL SALARY AGREEMENT

- A. The annual salary agreement of an individual will be considered void if said annual salary agreement is not signed and returned within fifteen (15) days after receipt by the teacher.
- B. Individual supplementary salary agreements shall be issued where extra compensation is agreed upon.
- C. The Board agrees to use as the forms for the written annual salary agreement of each individual bargaining unit employee either the: (1) Teacher's Initial Contract; or an annual salary agreement that sets forth the applicable teacher's salary as set forth in the applicable salary schedule (Article 40 herein). It is understood that these salary agreements are subject to the negotiated collective bargaining agreement between the Stonington Education Association and the Stonington Board of Education for the current year which shall take precedence if in conflict.

ARTICLE 14
TEACHING ASSIGNMENTS

Principals shall notify teachers of tentative assignments in writing for the following school year by June 1st of the current school year.

ARTICLE 15
DEGREE DEFINITIONS

- A. The following definitions shall apply for the purposes of this contract:
1. **Bachelor's Degree** - An earned degree from an accredited four-year collegiate institution.
 2. **Bachelor's + 30 credits** – thirty (30) credits in a planned program at an accredited collegiate institution in addition to an earned bachelor from an accredited collegiate institution.
 3. **Master's Degree** - An earned degree from an accredited graduate school.
 4. **Master's + 30 credits** - thirty (30) credits in a planned program from an accredited collegiate institution offering work at a graduate level (or) a second Master's Degree from an accredited collegiate institution subject to Board approval.
 5. **Sixth Year** - An earned certificate from an accredited graduate school.
 6. **Doctorate** - An earned degree from an accredited graduate school.
- B. Teachers with a Bachelor's Degree plus thirty (30) credits shall receive an annual stipend of four hundred dollars (\$400.00) in addition to their salary determined in accordance with the salary schedule and teachers with a Master's Degree plus thirty (30) credits will receive five hundred dollars (\$500.00) in addition to their salary determined in accordance with the salary schedule. However, as of September 1, 1978, and thereafter, the Board of Education will no longer recognize the BA + 30 and the MA + 30 for salary stipend purposes. Exceptions will be those members on staff as of September 1, 1978, who received the stipend in addition to their regular salary.
- C. To be eligible for a degree change on the salary schedule, a teacher must notify the Superintendent's office by January 15th of the year prior to the anticipated change in degree status. Failure to make the required notification will preclude the degree change until such notification requirements have been met. The Board agrees to notify teachers at least thirty (30) days prior to January 15th that such notice is needed for a degree change.

ARTICLE 16
ILLNESS/SICK LEAVE

- A. Each bargaining unit employee shall be entitled to fifteen (15) sick days with full pay in each contract year. Unused sick leave may be accumulated up to, but not in excess of, one hundred eighty five (185) school days.
- B. For absence due to illness beyond the available sick leave, employees, subject to the approval of the Board, or its designee, shall be paid the difference between their regular salary and the cost incurred in connection with obtaining a substitute teacher to assume their responsibilities. The Superintendent shall have the right to request a note from the treating physician to ascertain the validity of an illness. A denial of a request for such additional sick leave shall not be subject to the grievance procedure set forth in Article 27.
- C. When a teacher has to be absent because of illness of a member of the immediate family, (as defined in Article 25, Section B) such absence will be deducted from such leave. This will be a maximum of five (5) days in any academic year and will be noncumulative from one year to another. The Superintendent shall have the right to request a note from the treating physician to ascertain the validity of the actual illness.

ARTICLE 17
DISCUSSION COMMITTEE

A committee composed of a maximum of three (3) representatives of the Stonington Board of Education and a maximum of three (3) representatives of the Stonington Education Association will be organized for the purpose of discussing matters relating to education improvement, professional personnel, Board policy and administrative directives, such meeting may occur no more than on a quarterly basis, at the request of either the Board or the Association. When mutually agreed upon, each group may include a resource person or an administrator.

The results of said discussions are not grievable, nor does the fact that an unsatisfactory result occurs, in and of itself, make the matter discussed a negotiable item.

ARTICLE 18
BUILDING/DEPARTMENTAL LEVEL MEETINGS

- A. Teachers shall attend up to ten (10) meetings per school year.

The Administration may, at its' discretion, combine a meeting or meetings for up to two (2) hours provided the total aggregate number of hours for such meetings during a school year shall be no greater than ten (10) hours and the total number of meetings during a school year shall be no greater than ten (10).

First draft writing, the creation of curricula, or the actual revising and/or rewriting of curricula based upon the review and analysis previously performed by the individual writer and/or other individuals is not considered a part of the teacher's normal job and will be compensated under the provisions of the Professional Development Program.

Teachers may, at the discretion of the Superintendent or his designee, also be required to attend up to four (4) additional meetings/school related events per school year.

Acceptable meetings/school related events that meet such requirement shall be determined and set forth, in writing, by the Superintendent or his designee.

Any meetings/school related events not set forth by the Superintendent or his designee may be acceptable by mutual written agreement between the Superintendent or his designee and the teacher. Such determinations shall neither establish a past practice nor a precedent.

ARTICLE 19 **WITHHOLDING OF SALARY INCREASE**

- A. A salary increase in any year may be withheld under the following conditions:
1. The principal and/or supervisor, where applicable, shall be the evaluators and may recommend to the Superintendent that a salary increase be withheld, but prior to such recommendation to the Superintendent, the principal and/or supervisor shall:
 - (a) Hold a meeting with the teacher, clearly stating the facts as to why the recommendation is to be made.
 - (b) Allow a reasonable period of time for the teacher to make the necessary improvements.
 - (c) If in the judgment of the principal and/or supervisor there is not adequate improvement, the recommendation shall then be made to the Superintendent, that the increase be withheld.
 2. The Superintendent, after investigation, may recommend to the Board of Education that the increase be withheld.
 3. After being properly notified of the salary increase being withheld, the teacher in question may appeal his/her case before the Board of Education, which shall hold a Board meeting and said meeting shall be in open session if either party so requests.

4. Each teacher may be represented by or consult with the Stonington Education Association in any appeal of his/her case before the Board of Education under the provisions of this Article.
- B. In each case where a principal and/or supervisor recommends the withholding of a salary increase to the Superintendent, a copy of the evaluation report, upon which such recommendation is based, shall be given to the teacher involved.

ARTICLE 20
PAYROLL DEDUCTIONS

The following will be considered acceptable payroll deductions:

1. United States Income Taxes
2. State Income Taxes
3. Teacher Retirement Contributions
4. SBOE/SEA Health and Life Insurance Premiums
5. Professional Dues
6. Tax-sheltered Annuities*
7. Payroll Savings Deductions**
8. United Way - Contributions (Voluntary)
9. United Fund - Contributions (Voluntary)
10. Flexible Benefit

Adjustments to payroll deductions will be based on relevant state statutes and the current Agreement between the Stonington Board of Education and the Stonington Education Association.

*See Article 4 "Definitions"

**Plans will be limited to a maximum of twelve (12) institutions mutually agreed upon by the Stonington Education Association and the Stonington Board of Education.

ARTICLE 21
PLACEMENT ON SALARY SCHEDULE

- A. All teachers included in the bargaining unit shall be placed on the appropriate step

and receive the salary indicated in Article 40 of this Agreement. Initial placement on the salary schedule will be determined by the Superintendent as per the criteria listed in Section B below to a maximum of five (5) steps. If the placement is on the salary schedule at step six (6) or above the Superintendent shall consult with the Association President or designee before an offer is made to a prospective employee.

- B. In placing individual teachers on the salary schedule, the following considerations may be taken into account:
1. The Degree status shall be defined under Degree Definitions - Article 15.
 2. Credit for previous teaching experience in public, private and military dependency schools shall be given provided that such experience shall have been continuous service of at least one-half of any school year. Intermittent or short-term substitute service will not be credited as previous teaching experience.
 3. Credit for active service in the Armed Forces of the United States shall be given up to the limit of two (2) years.
 4. Any teacher receiving a change in degree status will be placed on the appropriate salary schedule beginning with the next earliest pay period. All remuneration will be retroactive to the date of receipt of degree, provided the requirements of Article 15 C are met.

ARTICLE 22

PROTECTION OF TEACHERS

- A. The Board agrees to comply with the provisions of Section 10-235 with respect to the protection of teachers in damage suits to the extent that it is applicable to the members of this unit.
- B. Teachers shall report immediately in writing to their principal or supervisor and to the Superintendent all cases of assault suffered by them or injury caused to them in connection with their employment, which report shall be received on the day of the incident if possible, but if not possible on the first school day following such incident, provided; however, that such notices shall be made in any event within five (5) calendar days from the date of such occurrence.
- C. Any teacher so injured may request such reasonable information relating to the circumstances surrounding the injury from the Board of Education which shall not unreasonably withhold the same.
- D. Whenever a teacher is absent from school as a result of a personal injury caused by an assault arising out of or in the course of his/her employment, he/she shall be

paid his/her full salary for the period of such absence without having such absence charged to his/her annual or accumulated sick leave. Any amount of salary payable pursuant to this section shall be reduced by any workers' compensation award for disability due to the said assault injury for the period for which such salary is paid. The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the time during which the teacher is disabled from performing his/her duties.

ARTICLE 23
GENERAL PROVISIONS

- A. The Board and the Association, on an alternating basis, will be responsible for the publication and distribution of the Collective Bargaining Agreement. This practice was commenced in 1986 when the Association produced and printed 500 copies of the Collective Bargaining Agreement at its expense.
- B. This Agreement contains the full and complete agreement between the Board and the Association on all negotiable issues for the duration of this contract only; and neither party shall be required during the term thereof to negotiate upon any issue, whether it is covered or not covered in this Agreement, unless mutually agreed to by both parties.
- C. The Board agrees to provide space at each school for an Association bulletin board to be used by the Association for the posting of Association notices and bulletins pertaining to the administration of internal business affairs of the Association and that such notices will not be contrary to good taste or derogatory to the Board, its employees or policies.
- D. The Board agrees to allow the Association continued, reasonable use of the interschool mail system for Association mail pertaining to the administration of internal business and affairs of the Association, subject to the same conditions as set forth in paragraph C above.

ARTICLE 24
ALLOWANCE UPON RETIREMENT

Upon retirement from the Stonington Public School system, a certified, professional employee shall be paid for one-fourth (1/4) (25%) of all accumulated unused sick days if the employee has rendered at least fifteen (15) years of service in Stonington. For employees with sixteen (16) years of service the rate will be 9/32 (28%); for employees with seventeen (17) years of service the rate will be 11/32 (34%); for employees with eighteen (18) years of service the rate will be 13/32 (41%); for employees with nineteen (19) years of service the rate will be 15/32 (47%); or the employee shall be paid for one-half (1/2) (50%) of all accumulated unused sick days, if the employee has rendered at least twenty (20) years of service in Stonington.

In all cases, the Allowance Upon Retirement will be based upon the individual's accumulated sick days as of the last workday in the individual's final year of employment.

The maximum number of accumulated unused sick days that may be used for computation of an individual's Allowance Upon Retirement is one hundred fifty (150) days.

Payment Procedures for Allowance Upon Retirement

The allowance for unused sick pay will be part of the final year's salary. In order to set up payment schedules, the following regulations must be followed:

1. In order to be eligible for the provisions of this Article, an individual who is going to retire must make the fact known in writing to the Superintendent of Schools with a letter of intent prior to January 15th, and an actual letter of retirement prior to March 15th of the academic year preceding the academic year in which he/she expects to retire.
2. The allowance for unused sick days will be paid in a special paycheck to be issued approximately two (2) weeks subsequent to the individual's final workday.
3. Should the death of a certified employee precede his/her retirement, any benefits accrued or due under this article shall be paid to the employee's designated beneficiary/estate no later than the next fiscal year.

The provisions of this Article shall apply only to those teachers who were a member of the bargaining unit prior to September 2, 1994.

ARTICLE 25 LEAVES

A. Personal Days:

1. Upon application to the Superintendent, not more than two (2) personal days shall be granted to any teacher per year for any reason on the following conditions:
 - (a) A written notice that the personal day is to be taken shall be given to the Superintendent not less than forty-eight (48) hours in advance of the day, except in case of emergencies.
 - (b) No more than one (1) person per school shall be granted a personal day at the same time except in cases wherein the specific school's certified teaching staff exceeds thirty (30) full-time teachers. However, those in assignments encompassing more than one (1) school or part-time assignments shall be considered one (1) unit

similar to a school.

- (c) The request for personal days shall be submitted in the academic year they are to be used.
2. In addition to the above listed personal days, there will be a maximum of one (1) additional personal day per year granted to any teacher for any one (1) of the following three (3) reasons:
- (a) Marriage - for self or child
 - (b) Graduation - for self, spouse or child
 - (c) Legal - self

A written notice that the personal day is to be taken shall be given to the Superintendent not less than forty-eight (48) hours in advance of the day except in case of emergencies.

B. Bereavement:

- 1. A maximum of three (3) days per case will be allowed with full pay for absence due to the death of a member of the teacher's immediate family. An additional two (2) days may be allowed upon request under extenuating circumstances.
- 2. Immediate family shall be defined as: spouse, mother, father, children, brothers, sisters, mother-in-law, father-in-law, grandmother, grandfather, brothers-in-law, sisters-in-law, legal guardians, grand-child or anyone domiciled in the home.

C. Religious Holidays:

- 1. Teachers whose religious holidays fall on ordinary school days shall be entitled to receive full pay for any such day of absence due to religious reasons without having such absence charged against their sick leave or any other leave provided for in this Article. The teacher involved must give reasonable advance notice of his/her intended absence, and the reason therefore, to the Superintendent.

D. Military Leave:

- 1. Any teacher entering the Military Service on an involuntary basis shall be reinstated upon return therefrom in a position for which he/she is certified at a salary thereafter which shall include any salary advance to which he/she would have been entitled had his/her employment by the Board not been

interrupted by the period of Military Service provided that such Military Service does not exceed two (2) years duration.

E. **Jury Leave:**

1. Any teacher who is absent from his/her work by reason of serving on a jury shall, during such absence, receive a rate of pay equal to the difference between his/her ordinary salary and the jury fee, provided that no such payment shall be made unless the Superintendent of Schools is notified immediately upon receipt of notice by the teacher of the jury duty assignment.
2. No such absence shall be deducted from sick leave or from other personal days provided for in this Article.

F. **Maternity, Paternity, Childbirth and Adoption Leave:**

1. The Board agrees to grant Maternity Leave in accordance with State Statute(s) and Guideline(s).
2. The Board shall grant to any teacher a leave of absence of up to five (5) days per year with full pay for that teacher's assistance at the birth or adoption of their child.
3. Upon request, leave without pay may be granted for up to one (1) year by the Board of Education for childrearing or adoption purposes, with the possibility of requesting one (1) extension of one (1) year. Request for such leave must be made at least thirty (30) days prior to its commencement. A teacher on such leave shall be guaranteed a position upon return consistent with the reduction in force provisions of this Agreement. Teachers must return from such leave at the beginning of a trimester or semester (depending on the teacher's teaching level).

G. **Professional Days:**

1. An unspecified number of days with full pay shall be granted annually for the purpose of visiting days, institute, organization meetings, or conferences as directed by the Superintendent of Schools.

- H. The president of the Stonington Education Association shall be released from non-teaching duties for no more than three (3) hours in any week to use for Association business.

ARTICLE 26
LOSS OF PAY

Whenever salary is lost for any reason by a teacher in accordance with the provisions of this Agreement, the salary shall be deducted according to the following formula: for each day's loss of pay -- teacher's annual salary divided by the number of work days as agreed to in Article 29, entitled -- Employment Year.

ARTICLE 27
GRIEVANCE PROCEDURE

A. DEFINITIONS:

1. A grievance shall mean any complaint by one (1) or more teachers over the interpretation or application of the terms of this Contract except that the following items are not to be considered grievances:
 - (a) Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulations of the State Commissioner of Education; or,
 - (b) A complaint of a teacher which arises by reason of the termination of his/her employment relationship with Stonington Public Schools, or,
 - (c) Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action.
2. A grievance to be considered under this procedure must be initiated in writing within twenty (20) school days from the time when the grievant knew or should have known of its occurrence.
3. An "aggrieved person" is the teacher, group of teachers or the Association making the complaint.
4. A "teacher" is any member of the professional staff for whom the Association is a bargaining agent as defined in Article 3, paragraph A.

B. PURPOSE:

1. The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to the problems which may arise from time to time effecting teachers. It is understood that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any

teacher of the staff having a grievance or dispute to discuss the matter informally with any appropriate member of the professional staff.

3. It is understood that any aggrieved person shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

C. **PROCEDURE:**

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limit specified; however, may be extended by written agreement of both parties.
2. A grievance must be presented in written form at all levels of the procedure specifically outlining the basis for the grievance.
3. All meetings in the grievance procedure shall be held outside the specified school hours.

D. **FORMAL PROCEDURE:**

1. **Level One - Principal and Immediate Supervisor**

- (a) A teacher or teachers on the professional staff having a grievance shall first present it in writing specifically outlining the grievance, to the immediate supervisor and the principal.
- (b) The principal will meet with the aggrieved person as soon as possible and will render a decision in writing within seven (7) school days after receipt of the written notice.

2. **Level Two - Superintendent**

- (a) In the event the aggrieved person is not satisfied with the decision at Level One, he/she has five (5) school days from when the aggrieved person received the decision to file a statement of appeal with the Superintendent of Schools. In the event no decision has been rendered within seven (7) school days after the presentation of the grievance at Level One, the individual may file an appeal within five (5) school days following the seven (7) school days period of reply. The appeal should be in writing and shall set forth with specificity the grievance asserted and its disposition at Level one.

- (b) The Superintendent shall be the hearing agent at this level of the grievance procedure. Within seven (7) school days after receipt of the grievance by the Superintendent he/she shall meet with the aggrieved person and all parties in interest in an effort to resolve the difficulty.
- (c) The decision at Level Two will be rendered to the aggrieved person and the party in interest in written form within seven (7) school days after the meeting at which the grievance was discussed.

3. **Level Three - Board of Education**

- (a) In the event that the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two he/she has five (5) school days from when the aggrieved person received the decision to file a statement of appeal with the Board of Education. In the event no decision has been rendered within seven (7) school days after the presentation of the grievance at Level Two, the individual may file an appeal within five (5) school days following the seven (7) school days period of reply. The appeal shall be in writing and shall set forth with specificity the grievance asserted and its disposition at Level Two. The Board of Education or a designated two-member subcommittee, thereof, which may have counsel present, will meet with the aggrieved person and all parties in interest within thirty (30) school days of the receipt of the written appeal. A decision will be rendered in writing within ten (10) school days of the meeting.

4. **Level Four - Arbitration**

- (a) If the grievant is not satisfied with the disposition of the grievance at Level Three, or if no decision has been reached within ten (10) school days after the Executive Session hearing he/she may request in writing to the president of the Association that the grievance be submitted to arbitration.
- (b) The Association may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing and by filing a demand for arbitration under the Voluntary Arbitration Rules of the American Arbitration Association which shall act as the administrator of the proceedings.
- (c) The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all of the terms of this Agreement. He/She shall have no power to add to, delete from or modify in any way any of the provisions of this Agreement.

- (d) The arbitrator shall, within thirty (30) days after the hearing, render a decision in writing to the Board and the Association setting forth the findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding on both parties.
- (e) The costs for the services of the arbitrator at this level including per diem expenses shall be borne equally by the Board and the Association.

5. **Rights of Professional Employees to Representation**

- (a) 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.
- (b) The aggrieved person may be represented at any level 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 professional employee organization other than the Association. When a professional employee is not represented by the Association, the Association shall have the right to be present and state its views at all stages of the procedure.
- (c) Consultation and assistance may be provided by the Connecticut Education Association at any stage of the grievance procedure.
- (d) The Board of Education may be represented by counsel of its choice at any time during the grievance/arbitration procedure.

6. **Miscellaneous**

- (a) All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- (b) The grievant(s) and one representative of the Stonington Education Association may be released during a school day(s) to attend a grievance hearing(s) above Level Three with full pay for that day(s).
- (c) If a grievance arises from action or interaction on the part of a member of the administration at a level above the Principal or immediate supervisor, the aggrieved person shall submit such grievance in writing to the Superintendent directly, and the processing of such grievance will be commenced at Level Two.

ARTICLE 28
WORKDAY

The teacher's normal workday will encompass seven (7) hours per day.

During instructional days, there will be approximately a thirty (30) minute duty-free lunch period.

During non-instructional days, there will be approximately a sixty (60) minute duty-free lunch.

The teacher's workday will begin fifteen (15) minutes prior to the start of the student day and end fifteen (15) minutes after school dismissal.

If the teacher's workday is lengthened beyond the seven (7) hours specified above, the Board of Education shall compensate members of the bargaining unit at a rate of compensation based upon a prorating of their annual salaries equal to a percentage of the time the teacher's work day is extended.

The Administration will attempt to schedule part-time work in a way to provide a continuous daily work schedule.

ARTICLE 29
EMPLOYMENT YEAR

The basic employment year for all teachers shall consist of one hundred eighty-two (182) teaching days plus five (5) non-teaching days which may be used for professional development, student contact or instructional purposes at the discretion of the Superintendent of Schools, for a total of one hundred eighty-seven (187) days.

Members of the bargaining unit shall be compensated at a per diem rate based on their annual salaries for every workday added to the basic employment year as defined above.

The number of work days for the positions listed below will be as follows:

Interdisciplinary Coordinators:	191 days
Middle School Guidance Counselor:	191 days
High School Guidance Counselor:	197 days
High School Guidance Director:	197 days
Cooperative Work Experience/Diversified Occupations Teacher:	197 days

Days in addition to the basic employment year shall be contiguous to the basic employment year.

ARTICLE 30
CURRENT NEGOTIATED AGREEMENT

The current negotiated agreement will remain in effect until a new Agreement is negotiated, but such new Agreement shall be retroactive except for those provisions which by their nature cannot be.

ARTICLE 31
EVALUATION OF TEACHERS

- A. The Board agrees that the entire professional staff shall be advised with respect to the methods of evaluation utilized and further agrees to receive and take into consideration such comments and recommendations with respect to the same as shall be made by the staff.
- B. The Board will endeavor to ensure that evaluators, i.e., principals and/or supervisors, using some kind of standardized evaluation report form, will employ the form in a uniform and consistent manner.
- C. Teachers will be given a copy of any evaluation report prepared by their supervisors immediately and shall have the right to discuss such reports with their evaluators, i.e., principals and/or supervisors.

ARTICLE 32
SERVICE REPRESENTATION FEE

Teachers employed by the Stonington Board of Education as a condition of employment shall, during the term of this Agreement, pay a service fee in an amount not to exceed Association dues, which is limited to the costs of collective bargaining, contract administration, and grievance adjustment, but teachers are not required to join the Association.

The Stonington Board of Education agrees to deduct from such teachers' pay an amount equal to the applicable service fee by means of payroll deductions. The teacher may elect to pay a lump sum amount directly to the Association. The amount of the service fee to be in effect during a given school year shall be certified by the Association to the Board of Education prior to the opening of school each year.

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

The Board agrees to forward to the Association Treasurer each month a check for the amount of money deducted during the prior month.

The Association shall indemnify the Board and hold the Board harmless against

any and all claims, demands, suits or other form of liability that may arise out of, or by reason of, any action taken by the Board for the purpose of complying with the provisions of this Article.

No later than November 1st the Association shall provide the Board with a list of those teachers who have made full payment of membership dues or service fees.

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

ARTICLE 33
INSURANCE BENEFITS

The Board agrees for the duration of the contract to provide the following benefits through the listed carrier or a carrier providing substantially equivalent coverage:

Anthem Blue Cross Century Preferred PPO Plan

Office co-pay	\$30
Specialist co-pay	\$40
High Cost Diagnostic	\$75
ER co-pay	\$150
UC co-pay	\$75
Outpatient co-pay	\$250
Inpatient co-pay	\$500
Skilled Nursing	\$500

Prescriptions (PS2)

\$10/\$25/\$40

\$1,000 calendar year maximum

Out of Network

Deductible \$500/\$1,000/\$1,500

Co-insurance 20%

Out-of-pocket max \$1,500/\$3,000/\$4,500

Unlimited lifetime maximum

High Deductible Health Plan

Effective July 1, 2014, the Board will provide a High Deductible Health Plan (HDHP) to full-time employees that elect to participate. The program shall be offered on a contract year basis (July 1st to June 30th) with open enrollment to be available in June.

The HDHP shall have a \$2,000 single and \$4,000 family deductible for in network services. Prescription drugs are covered as part of the program and are subject to the deductible. Once the deductible is met there shall be no coinsurance in network for covered services, except for prescriptions. Upon satisfaction of the HDHP deductible, prescriptions subject to a managed three tier drug rider with co-pays of \$10 Generic/ \$20 Brand Name/ \$35 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply).

Out of network services will be subject to a 80% plan / 20% member coinsurance to a combined in-and-out-of-network coinsurance maximum of \$2,000 for the individual and \$4,000 for the family, for a combined in-and-out-of-network out-of-pocket maximum of \$4,000 for the individual and \$8,000 for the family.

Effective July 1, 2014, the Board will fund 50% of the deductible for the 2014-2015 contract year. Effective July 1, 2015, the Board will fund 50% of the deductible for the 2015-2016 contract year. Effective July 1, 2016, the Board will fund 50% of the deductible for the 2016-2017 contract year.

Enrollees in the HDHP shall have a Health Savings Account (HSA) to defray deductible expenses. The Board's contribution toward the deductible shall be deposited in the HSA bank account on or about July 1st in each contract year. The employee's contribution toward the deductible shall either be, at the employee's option, via payroll deduction or contributed directly by the employee in his/her HSA bank account.

A HSA is not health insurance, it is a bank account. The parties acknowledge that the Board's contribution toward funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees.

For the 2014-2015 contract year, depending upon the plan elected by the eligible employee, the Board will pay eighty-two percent (82%) of the PPO premium or eighty-seven percent (87%) of the HDHP premium for the above coverage for the teacher and eligible dependents, with the exception of life insurance, for which the Board will pay 100% of the premium for the teacher only. The teacher shall pay the remaining percentage of the premium for such coverage through payroll deduction.

For the 2015-2016 contract year, the Board will pay eighty-one percent (81%) of the PPO premium or eighty-six percent (86%) of the HDHP premium for the above coverage.

For the 2016-2017 contract year, the Board will pay eighty percent (80%) of the PPO premium or eighty-five percent (85%) of the HDHP premium for the above coverage.

Dental - With Dental Rider A and Rider B

Life Insurance - one (1) times annual base salary with a minimum of thirty thousand dollars (\$30,000.00) and a maximum of fifty seven thousand dollars (\$57,000.00)

For the duration of the contract, premiums will be paid as follows:

For the 2014-2015 contract year, the Board will pay eighty-two percent (82%), for the 2015-2016 contract year, the Board will pay eighty-one percent (81%) and for the 2016-2017 contract year, the Board will pay eighty percent (80%) of the premium for the above coverage for the teacher and eligible dependents, with the exception of life insurance, for which the Board will pay 100% of the premium for the teacher only. The teacher shall pay the remaining percentage of the premium for such coverage through payroll deduction.

Flexible Benefits -

Professional employees shall be allowed to deposit into a special flexible benefits account under Section 125 of the Internal Revenue Code, for the purpose of defraying additional medical costs that may be incurred by each teacher and/or their families. These monies may be expended for medical care and/or dependent care under Section 129 of the Internal Revenue Code. Employees may also contribute voluntarily additional dollars to their account under the 125, 129, and 105(h) sections of the Internal Revenue Code. Cost of the administration of the plan shall be borne by the Board. The Board shall, for professional employees who, are .5 FTE or greater, match employee contributions up to a cap of \$300 per such employee per year.

Managed Benefits Program

Blue Cross and Blue Shield, or substantially equivalent, Managed Benefits Program.

ARTICLE 34
GRADUATE COURSE PAYMENTS

- A. The Board will provide a tuition allowance up to the CSU or UCONN graduate rate per credit hour if a grade of B or better is received, to a maximum of six credit hours per teacher per year for a maximum of nineteen thousand dollars (\$19,000.00) in 2014-2015, twenty thousand dollars (\$20,000.00) in 2015-2016 and twenty one thousand dollars (\$21,000.00) in 2016-2017. Should the available funds be insufficient to cover the number of requests, the funds shall be prorated amongst all eligible teachers.
- B. Teachers to be eligible for the reimbursement must:
 - 1. have obtained an MA or BA plus 30 in an approved program;
 - 2. have completed the course work after September 1, 1990;
 - 3. have completed the course work in the same fiscal year in which reimbursement is requested;

4. be certified and employed by the Board on a full-time basis;
 5. have filed notification of anticipated reimbursement by May 1st of the fiscal year in which reimbursement is requested provided evidence of successful completion of course work, and provided proof of payment for the course by June 30th.
- C. Reimbursement will be made no later than July 31st.

ARTICLE 35
DEPARTMENT CHAIRPERSONS FRINGE BENEFITS

- A. Life Insurance at one and one-half (1½) times annual salary.
- B. Disability Income Protection - Co-Pay 50/50.
- C. 100% of individual, family, or husband and wife plans paid for by the Board of Education, except for the disability income protection.

These fringes are continued in force only for those teachers who were employed as department chair as of January 10, 1986 and who continue to be employed as department chair during the term of this Agreement.

ARTICLE 36
REDUCTION IN FORCE AND RECALL

A. **SEPARATION OF STAFF:**

The Board has the solo and exclusive prerogative to eliminate professional staff positions, consistent with the provisions of the state statute, providing such elimination does not result in a failure in its duty as a state agency to implement the educational interests of the state and to provide good public elementary and secondary schools. Elimination of professional staff positions may result from decreases in student enrollment, budgetary constraints or other reasons, as determined by the Board. This policy is adopted to provide a fair and orderly process should such eliminations become necessary.

B. **DEFINITIONS:**

1. As used herein, the term "days" shall mean calendar days.
2. As used herein, the term "teacher" (excluding DSAP) shall apply to any employee of the Board who holds a regular certificate issued by the Connecticut State Board of Education and is employed in a teaching position covered by this Agreement.

C. **SEPARATION PROCEDURE:**

1. The Board may, in the first instance, exercise its right and power to reduce the number of staff positions without determining which teacher contracts will be terminated, if any, or what other staffing changes will be made to effectuate the purpose of position elimination.
2. Prior to commencing action to terminate teacher contracts under this procedure, the Board will give due consideration to its ability to effectuate the position eliminations and/or reductions in staff by:
 - (a) Voluntary Retirements;
 - (b) Voluntary Resignations;
 - (c) Transfer of Existing Staff Members;
 - (d) Voluntary Leaves of Absence.
3. In the event it appears necessary to terminate teacher contracts in order to effectuate the elimination of professional staff positions, the Superintendent will propose to the Board, for its consideration, an orderly plan for elimination of positions, identifying professional personnel whose contracts he/she recommends for termination. If the Board considers termination of the contract of a teacher, it shall authorize the Superintendent to notify the teacher, in writing. This notification, and any subsequent proceedings with regard to contract termination, will be in accordance with the provisions set forth in the Connecticut Teacher Fair Dismissal Law (Section 10-151 of Connecticut General Statutes) and shall not be subject to the grievance and arbitration provisions of this Agreement.
4. The following criteria will be used to select those employees whose contracts are to be considered for termination as a consequence of elimination of professional staff positions:
 - (a) **Tenure Status:** If a teacher has attained tenure status, his/her contract of employment may be terminated if his/her position is eliminated, but only if there is no other position available in the school system for which the teacher is certified and qualified. Therefore, teachers who have acquired tenure will have first preference for retention in positions for which they are certified and qualified.
 - (b) **Other Criteria:** Within the separate categories of tenured teachers and non-tenured teachers, the following criteria will be considered:
 - i. Areas of Certification;
 - ii. Teaching Experience in Other Positions Which May Be Available;
 - iii. Qualifications and Ability, As Determined by Evaluation of the

- Teacher's Performance;
- iv. Total Years of Experience in the School System;
- v. Degree Status;
- vi. Total Years of Experience in Teaching.

D. Within these criteria and when two or more positions must be eliminated with a consequent reduction in staff, when in the judgment of the Superintendent, staff members under consideration for layoffs have similar skill and ability, then in that event the least senior teacher in the Stonington School System shall be laid off.

Seniority will be determined by using total years of service in the Stonington Public Schools, regardless of whether such service is continuous or interrupted. Employees ineligible to receive credit toward seniority are as follows:

- * Employees holding Durational Shortage Area Permits (DSAP)
- * Employees serving as substitute teachers.

A seniority list will be developed and agreed to by both parties.

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

E. **RECALL PROCEDURE:**

If the contract of employment of a teacher is terminated because of elimination of positions, the name of that teacher shall be placed on a recall list and remain on such list for a period of two (2) years. If a position becomes available during this period and the teacher has been selected by the Board of Education as the person on the recall list who is certified and qualified to hold that position, then the teacher will be notified in writing by registered mail, sent to his/her last known address, at least thirty (30) days prior to the anticipated date of re-employment. In determining whether a teacher is qualified for reappointment, the Board of Education shall consider the criteria as set forth in "SEPARATION PROCEDURE", Parts C(4)(b) through D above. The teacher shall accept or reject the appointment in writing within five (5) days of the date of notification of the available position. If the teacher rejects the appointment offer, or does not respond according to this procedure within five (5) days, then the name of the teacher will be removed from the recall list.

ARTICLE 37
PAYROLL DISTRIBUTION

Bargaining unit employees shall be paid during the school year on a bi-weekly basis via direct deposit with a balloon payment as part of their last paycheck.

ARTICLE 38
EMPLOYEE RIGHTS

- A. Teachers shall have knowledge of and access to all materials placed in all files maintained on them by the Stonington Board of Education and/or the Superintendent, central office administrators and/or building administrators. No material shall be placed in any file maintained on a teacher unless the teacher is given a copy thereof. The teacher may submit a written notation regarding any material in question. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, and in no instance shall said signature be interpreted to mean agreement with the content of the material.
- B. Administrators may keep a file in their offices, the content which is limited to signed evaluations, scripts of current year observations, any data collected in the current year or the years during an evaluation cycle, and reminder notes written by the administrator during the current year or the years prior to the performance appraisal cycle for use in performance appraisal evaluation.
1. Teachers shall be notified yearly that the data file exists and that they have the right to examine the contents.
 2. Such files shall be removed (except past evaluations) upon the completion of each evaluation cycle or every two (2) years, whichever is less.
 3. Contents of such files (with the exception of the evaluation document) are subject to freedom of information legislation.
 4. Data may be transferred to the central personnel file. Should data be transferred, teachers shall be notified.
- C. No teacher shall be given a written reprimand, reduced in rank or compensation, or receive a disciplinary suspension without pay unless there is just cause. If a teacher is to be formally disciplined in one (1) of the above manners by the Board or its agents, the teacher shall receive written notification of the disciplinary action, be entitled, upon request, to receive a written statement of reasons and have the right to have a representative of the Association present at any disciplinary meeting. This section shall not, however, apply in cases when a teacher faces termination or nonrenewal under section 10-151 of the Connecticut General Statutes or in cases when the teacher has been suspended "from duty immediately

**ARTICLE 40
SALARY SCHEDULES**

2014-2015 Salary Schedule

	<u>BA</u>	<u>MA</u>	<u>6TH YR</u>	<u>PHD</u>
<u>Step</u>				
1	\$40,188	\$44,851	\$46,860	\$48,750
2	\$42,612	\$47,559	\$49,691	\$51,691
3	\$45,182	\$50,430	\$52,692	\$54,809
4	\$47,907	\$53,474	\$55,875	\$58,116
5	\$50,796	\$56,702	\$59,250	\$61,622
6	\$53,860	\$60,125	\$62,829	\$65,339
7	\$57,108	\$63,755	\$66,624	\$69,281
8	\$60,552	\$67,604	\$70,648	\$73,461
9	\$64,204	\$71,685	\$74,916	\$77,893
10	\$68,864	\$76,889	\$80,356	\$83,542

Effective July 1, 2014, employees eligible for step movement shall move up one (1) step from their 2013-2014 step placement.

- After 14 years of service in Stonington - \$ 700.00
- After 15 years of service in Stonington - \$ 750.00
- After 16 years of service in Stonington - \$ 800.00
- After 17 years of service in Stonington - \$ 850.00
- After 18 years of service in Stonington - \$ 900.00
- After 19 years of service in Stonington - \$ 950.00
- After 20 years of service in Stonington - \$1,000.00
- After 21 years of service in Stonington - \$1,050.00
- After 22 years of service in Stonington - \$1,100.00
- After 23 years of service in Stonington - \$1,150.00
- After 24 years of service in Stonington - \$1,200.00
- After 25 years of service in Stonington - \$1,250 and each year thereafter

2015-2016 Salary Schedule

	<u>BA</u>	<u>MA</u>	<u>6TH YR</u>	<u>PHD</u>
<u>Step</u>				
1	\$40,188	\$44,851	\$46,860	\$48,750
2	\$42,612	\$47,559	\$49,691	\$51,691
3	\$45,182	\$50,430	\$52,692	\$54,809
4	\$47,907	\$53,474	\$55,875	\$58,116
5	\$50,796	\$56,702	\$59,250	\$61,622
6	\$53,860	\$60,125	\$62,829	\$65,339
7	\$57,108	\$63,755	\$66,624	\$69,281
8	\$60,552	\$67,604	\$70,648	\$73,461
9	\$64,204	\$71,685	\$74,916	\$77,893
10	\$69,635	\$77,750	\$81,256	\$84,478

Effective July 1, 2015, employees eligible for step movement shall move up one (1) step from their 2014-2015 step placement.

After 14 years of service in Stonington - \$ 700.00
After 15 years of service in Stonington - \$ 750.00
After 16 years of service in Stonington - \$ 800.00
After 17 years of service in Stonington - \$ 850.00
After 18 years of service in Stonington - \$ 900.00
After 19 years of service in Stonington - \$ 950.00
After 20 years of service in Stonington - \$1,000.00
After 21 years of service in Stonington - \$1,050.00
After 22 years of service in Stonington - \$1,100.00
After 23 years of service in Stonington - \$1,150.00
After 24 years of service in Stonington - \$1,200.00
After 25 years of service in Stonington - \$1,250 and each year thereafter

2016-2017 Salary Schedule

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>6TH YR</u>	<u>PHD</u>
1	\$40,188	\$44,851	\$46,860	\$48,750
2	\$42,612	\$47,559	\$49,691	\$51,691
3	\$45,182	\$50,430	\$52,692	\$54,809
4	\$47,907	\$53,474	\$55,875	\$58,116
5	\$50,796	\$56,702	\$59,250	\$61,622
6	\$53,860	\$60,125	\$62,829	\$65,339
7	\$57,108	\$63,755	\$66,624	\$69,281
8	\$60,552	\$67,604	\$70,648	\$73,461
9	\$64,204	\$71,685	\$74,916	\$77,893
10	\$70,415	\$78,621	\$82,166	\$85,424

Effective July 1, 2016, employees eligible for step movement shall move up one (1) step from their 2015-2016 step placement.

After 14 years of service in Stonington - \$ 700.00
After 15 years of service in Stonington - \$ 750.00
After 16 years of service in Stonington - \$ 800.00
After 17 years of service in Stonington - \$ 850.00
After 18 years of service in Stonington - \$ 900.00
After 19 years of service in Stonington - \$ 950.00
After 20 years of service in Stonington - \$1,000.00
After 21 years of service in Stonington - \$1,050.00
After 22 years of service in Stonington - \$1,100.00
After 23 years of service in Stonington - \$1,150.00
After 24 years of service in Stonington - \$1,200.00
After 25 years of service in Stonington - \$1,250 and each year thereafter

The years of service will be verified with each employee (in writing) prior to implementation.

No employee will be eligible for retroactive payments after verification is agreed by both parties.

The Board and the Association agree that:

1. All special services teachers, who received during the 1989-90 school year for their regular teaching duties a three hundred dollar (\$300.00) stipend in addition

to their contractual salary, shall continue to annually receive such stipend during the life of this Agreement. Such stipend shall be added to the teachers' annual salary and distributed as a part of the regular payroll. Any special services teacher who did not receive such a stipend during the 1989-90 school year, or any special services teacher hired subsequent to August 31, 1990, shall not receive such a stipend.

2. Department Chairpersons who were employed in such positions during the 1989-90 school year, but do not hold a sixth year certificate, shall notwithstanding the provisions of this Article, receive salary increases for the life of this Agreement which are commensurate with their 1989-90 salary levels.

**ARTICLE 41
SALARY SCHEDULE
ADDED TEACHING DUTIES
Academic**

Position	2014-2015	2015-2016	2016-2017
Interdisciplinary Coordinators (3)	\$6,050	\$6,118	\$6,186
Director of Guidance – SHS	\$4,262	\$4,310	\$4,358
Athletic Director – SHS	\$7,711	\$7,798	\$7,885
Assistant to Athletic Director – SHS	\$1,835	\$1,856	\$1,877
Art Club – MMS	\$1,576	\$1,594	\$1,612
Art Honor Society Advisor – SHS	Eliminated 1999		
Audiovisual Director – SHS	\$2,387	\$2,414	\$2,441
Pep Band Director – SHS	\$4,135	\$4,181	\$4,228
Jazz Band Director – SHS	\$4,135	\$4,181	\$4,228
Band Director – MS (2)	\$2,522	\$2,550	\$2,579
Broadcast club – MMS	\$610	\$617	\$623
Brown & White Newspaper Director – SHS	\$4,391	\$4,440	\$4,490
Choral Director – SHS	\$3,149	\$3,184	\$3,220
Choral Director – MS (2)	\$1,560	\$1,578	\$1,595
Class Advisors – SHS (8)	\$1,330	\$1,345	\$1,360
Comcast Coordinator – SHS	\$696	\$703	\$711
Computer Technician (2)	\$4,878	\$4,933	\$4,988
Craft Club – MMS	\$610	\$617	\$623
Drama Coach – SHS	\$3,775	\$3,817	\$3,860
Drama (Gr. 7/8) – PMS (1)	\$1,199	\$1,213	\$1,226
Drama (Gr. 5/6) – PMS (1)	\$1,199	\$1,213	\$1,226
Drama (Gr. 5-8) – MMS (1)	\$1,176	\$1,189	\$1,203
History Day Coach – SHS	Eliminated 1999		
History Day Coach – MS (2)	\$1,576	\$1,594	\$1,612
Jazz Lab Band – MMS	\$610	\$617	\$623
Law Government Forum – SHS	\$1,576	\$1,594	\$1,612
Math Coach – SHS	\$1,576	\$1,594	\$1,612
Math Club - MS (2)	\$1,199	\$1,213	\$1,226
National Honor Society Director – SHS	\$1,330	\$1,345	\$1,360
Newspaper/Literary Club – MS (2)	\$1,199	\$1,213	\$1,226
Painting Club – MMS	\$610	\$617	\$623
Public Speaking – MS (2)	\$1,199	\$1,213	\$1,226
Science Fair Coordinator – MS (2)	\$808	\$817	\$826
Student Council Advisor – SHS	\$3,505	\$3,544	\$3,584
Student Council Advisor – MS (2)	\$1,199	\$1,213	\$1,226
Student Government – SHS	\$3,505	\$3,544	\$3,584

Academic

Position	2014-2015	2015-2016	2016-2017
Team Leaders K – 8 Language Arts and Math	\$4,475	\$4,525	\$4,575
Technology – MS (2)	\$2,237	\$2,262	\$2,287
Yearbook Director – SHS	\$4,489	\$4,539	\$4,590
Yearbook Director – MS (2)	\$1,444	\$1,460	\$1,477
Youth-to-Youth Advisor – SHS	Eliminated 1999		
Homebound Instruction	\$40.39	\$40.84	\$41.30
In-Service	\$40.39	\$40.84	\$41.30
Website Master	\$4,278	\$4,326	\$4,375

**ARTICLE 41
SALARY SCHEDULE
ADDED TEACHING DUTIES**

Athletic

Position	2014-2015	2015-2016	2016-2017
Baseball Coach – Head – SHS	\$5,306	\$5,365	\$5,425
Baseball Coach – Assistant – SHS	\$3,656	\$3,697	\$3,739
Basketball Coach – Head Boys – SHS	\$6,149	\$6,218	\$6,288
Basketball Coach – Assistant Boys – SHS	\$4,292	\$4,340	\$4,388
Basketball Coach – 9th Grade Boys – SHS	\$3,234	\$3,270	\$3,307
Basketball Coach – 9th Grade Girls – SHS	\$3,234	\$3,270	\$3,307
Basketball Coach – Head Girls – SHS	\$6,149	\$6,218	\$6,288
Basketball Coach – Assistant Girls – SHS	\$4,292	\$4,340	\$4,388
Basketball Coach – Boys – MS	\$3,234	\$3,270	\$3,307
Asst. Basketball Coach – Boys – MS	Eliminated 2010		
Basketball Coach – Girls – MS	\$3,234	\$3,270	\$3,307
Asst. Basketball Coach – Girls – MS	Eliminated 2010		
Cheerleading Director – Head – SHS	\$4,152	\$4,198	\$4,246
Cheerleading Director – Assistant – SHS	\$3,031	\$3,065	\$3,099
Cross Country Coach – SHS	\$4,112	\$4,158	\$4,204
Cross Country Coach – MS (2)	\$1,147	\$1,160	\$1,173
Field Hockey Coach - Head - SHS	\$5,344	\$5,404	\$5,465
Field Hockey Coach - Assistant - SHS	\$3,258	\$3,295	\$3,331
Football Coach – Head – SHS	\$6,149	\$6,218	\$6,288
Football Coach – Assistant – SHS	\$4,292	\$4,340	\$4,388
Golf Coach – Head – SHS	\$4,021	\$4,066	\$4,111
Golf Coach – Assistant – SHS	\$3,031	\$3,065	\$3,099
Gymnastics Coach – Head – SHS	\$5,051	\$5,108	\$5,165
Intramurals – MS (2)	\$5,426	\$5,487	\$5,548
Soccer Coach – Head Boys – SHS	\$5,306	\$5,365	\$5,425
Soccer Coach – Assistant Boys – SHS	\$3,278	\$3,315	\$3,352
Soccer Coach – Head Girls – SHS	\$5,306	\$5,365	\$5,425
Soccer Coach – Assistant Girls – SHS	\$3,278	\$3,315	\$3,352
Softball Coach – Head – SHS	\$5,306	\$5,365	\$5,425
Softball Coach – Assistant	\$3,656	\$3,697	\$3,739
Tennis Coach – Head Boys – SHS	\$4,021	\$4,066	\$4,111
Tennis Coach – Assistant Boys – SHS	\$3,031	\$3,065	\$3,099
Tennis Coach – Head Girls – SHS	\$4,021	\$4,066	\$4,111
Tennis Coach – Assistant Girls – SHS	\$3,031	\$3,065	\$3,099
Track Coach – Head Boys – SHS	\$5,306	\$5,365	\$5,425
Track Coach – Assistant Boys – SHS	Eliminated 2010		
Track Coach – Head Girls – SHS	\$5,306	\$5,365	\$5,425
Track Coach – Assistant Girls – SHS	Eliminated 2010		
Track Coach – Indoor - Head Coach	\$4,021	\$4,066	\$4,111

Travel Allowance

Teachers who are required by the Board to travel between schools as a part of their regular assignment during the work day will, upon submission of appropriate documentation, be reimbursed at the IRS standard business rate per mile.

APPENDIX A
Insurance Grid Outline

	Century Preferred
Costshares	
Preventive Care	
Pediatric	
Adult	
Vision	
Hearing	
Gynecological	
Medical Services	
Medical Office Visit	
Outpatient PT, Chiro & Speech	
Allergy Services	
Diagnostic Lab & X-ray	
Inpatient Medical Services	
Surgery Fees	
Office Surgery	
Outpatient MH/SA	
Emergency Care	
Emergency Room	
Urgent Care	
Ambulance	

APPENDIX A

Insurance Grid Outline

Inpatient Hospital	
General/Medical/Surgical and Maternity (Semi-private)	
Ancillary Services (Medication, Supplies)	
Psychiatric	
Substance Abuse/Detox	
Rehabilitative	
Skilled Nursing Facility	
Hospice	
Outpatient Hospital	
Outpatient Surgery Facility Charges	
Diagnostic Lab & X-ray	
Pre-Admission Testing	
Other Services	
General	
Infusion Therapy	
Durable Medical Equipment	
Prosthetics	
Home Health Care	
Prescription Drugs	
Infertility	

when serious misconduct is charged without prejudice to the rights of the teacher," as provided by said statute.

- D. Early Retirement Incentive Program – The Board and the Association upon request will meet and confer with respect to matters relating to an Early Retirement Incentive Program.
- E. Health Insurance Reopener – In the event that the State of Connecticut establishes a health insurance plan which may be offered to local Boards of Education, the Board and the Association agree to meet and confer on the issue. If the parties agree, they may reopen the contract on that subject only. If the parties cannot agree to implement the plan, the issue will not be subject to further negotiations during the contract year or subject to arbitration.

ARTICLE 39
DURATION

The provisions of this Agreement which is effective as of August 1, 2014 shall continue and remain in full force and effect to and including July 31, 2017.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 15th day of November, 2013 at Stonington, Connecticut.

Stonington Education Association

By Gretchen Noonan

In the presence of: Will P. King

Date: 11/18/13

Stonington Board of Education

By [Signature]

In the presence of: Will P. King

Date: 11/15/13