

**STRATFORD BOARD OF EDUCATION**  
**AND THE**  
**STRATFORD EDUCATION ASSOCIATION**

Covering the Period  
July 1, 2013 through June 30, 2016

WORKING DOCUMENT\*

\* Based Upon An Arbitration Award Issued January 17, 2013

## Index

ARTICLE I	RECOGNITION.....	1
ARTICLE II	PROFESSIONAL NEGOTIATIONS .....	2
ARTICLE III	GRIEVANCE PROCEDURE .....	3
ARTICLE IV	CLASS SIZE.....	6
ARTICLE V	TEACHING HOURS AND TEACHING LOAD .....	7
ARTICLE VI	NON-TEACHING DUTIES .....	11
ARTICLE VII	STAFFING PROFESSIONAL PERSONNEL.....	12
ARTICLE VIII	TEACHING ASSIGNMENT AND TRANSFERS.....	12
ARTICLE IX	TEACHER FACILITIES .....	14
ARTICLE X	TEXTBOOKS .....	15
ARTICLE XI	SALARIES.....	15
ARTICLE XII	SUBSTITUTE TEACHERS .....	15
ARTICLE XIII	SUMMER SCHOOL PROGRAM.....	16
ARTICLE XIV	PROTECTION.....	16
ARTICLE XV	PERSONAL INJURY BENEFITS.....	16
ARTICLE XVI	SICK LEAVE.....	17
ARTICLE XVII	LEAVES OF ABSENCE .....	17
ARTICLE XVIII	REDUCTION IN FORCE AND RECALL PROCEDURE .....	21
ARTICLE XIX	PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT .....	23
ARTICLE XX	FRINGE BENEFITS.....	24
ARTICLE XXI	ANNUITY PLAN .....	26
ARTICLE XXII	STRIKES.....	26
ARTICLE XXIII	GENERAL .....	26
ARTICLE XXIV	AGENCY FEE.....	28
ARTICLE XXV	DURATION .....	30
APPENDIX A	SALARY SCHEDULES.....	31

APPENDIX A-1 ILLUSTRATION OF 2013-16 WAGE SCHEDULE .....34

APPENDIX B ATHLETIC COACH’S SALARY SCHEDULE .....37

APPENDIX C OTHER SALARY SCHEDULES .....43

APPENDIX D FMLA POLICY .....45

THIS AGREEMENT IS MADE AND ENTERED INTO between the STRATFORD BOARD OF EDUCATION (hereinafter referred to as the BOARD) and the STRATFORD EDUCATION ASSOCIATION (hereinafter referred to as the "Association", affiliated with the CONNECTICUT EDUCATION ASSOCIATION and the NATIONAL EDUCATION ASSOCIATION)

## ARTICLE I

### RECOGNITION

Whereas, it has been duly certified by the American Arbitration Association that in a bi-unit\* referendum held in Stratford, Connecticut, on September 22, 1965 and also in a single \*\* unit election held in Stratford, Connecticut, on November 21, 1967, the Stratford Education Association was selected for the purpose of representation by a secret ballot decision of a majority of the personnel voting in the entire group of certificated professional employees of the Stratford Board of Education below the rank of Superintendent, and excluding all such personnel employed and engaged in positions requiring an administrative or supervisory certificate; therefore, it is agreed as follows:

A. The Board recognizes the Association for purposes of professional negotiation as the exclusive representative of a unit consisting of all certificated professional employees of the Stratford School System below the rank of Superintendent (which shall be construed to include Deputy Superintendent, Assistant Superintendent, Director of Personnel, and the Special Assistant to the Superintendent), excluding administrative and supervisory personnel and temporary substitute teachers. Unless otherwise indicated, the employees in the above unit shall be hereinafter referred to as the "teachers".

B. Except as expressly provided otherwise by the terms of the Agreement, the determination, implementation, and administration of all educational policy, including the operation of the schools, structuring and implementation of curriculum, hiring and reclassification of personnel, and the direction of the professional staff are vested exclusively in the Board or in the Superintendent when so delegated by the Board.

\* Teacher-Administrator Referendum

\*\* Teacher Referendum

C. The Board agrees that the Association, as the exclusive representative of a unit consisting of all certificated professional employees of the Stratford School System below the rank of superintendent, excluding administrative and supervisory personnel and temporary substitute teachers, shall have the right to use the school mail boxes for purposes of communication with the professional staff.

D. The Stratford Board of Education and the Association does not discriminate on the basis of race, color, national origin, gender, age, sexual orientation, or disability/handicap in admission or access to or treatment of employment.

## ARTICLE II

### PROFESSIONAL NEGOTIATIONS

A. It is the intent and purpose of the parties hereto that there negotiation activities and agreements will be in the light of dedication to promoting and improving the quality of education in the Town of Stratford, as well as, providing for orderly professional negotiations between the Board and the Association, and securing prompt and fair disposition of grievances. Thus, positive influences upon the design and operation of the educational program will be continuously exerted by both parties to the agreement.

B. The Board and the Association agree to negotiate in accordance with the provisions of the Teachers Negotiations Act, Connecticut General Statutes, Section 10-153 et seq.

C. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. As of the time they are made available to the Board, the Board shall provide the Association with copies of any documents received by it relating to the budget for the next fiscal year, including preliminary budgetary proposals, requirements and allocations. The Board shall make available to the Association for inspection all pertinent records of the Stratford School System. Personnel records shall not be released for inspection without the approval of the Superintendent or Assistant Superintendent. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

D. If the negotiations described in this Article have reached an impasse, the procedure described in Section 10-153b through 10-153f (as amended) of the General Statutes of the State of Connecticut" shall be followed.

E. This Agreement incorporates the entire understanding of the parties on all issues, which were the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement.

F. Despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative.

G. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

H. The Board agrees not to negotiate at any time with any teachers' organization other than that designated as the representative pursuant to Section 10-153b through 10-153f (as amended) of the General Statutes of the State of Connecticut.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definitions

1. A "grievance" is defined as any dispute between the Board and the Association concerning the interpretation, meaning or application of any of the provisions of this Agreement. It is expressly understood that a claim based upon an event or condition which does not affect the welfare or conditions of employment of a member of the Unit described in Article I above shall not constitute a grievance.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

#### B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree 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 having a grievance to discuss the matter informally with any appropriate member of the administration.

#### C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should 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 the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

##### 1. Level One

A Teacher with a grievance shall first discuss it with his/her principal or immediate superior, either directly or through the Association's school representative, with the objective of resolving the matter informally.

2. Level Two

(a) The Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR&R" Committee") has the responsibility for upholding the merit of the grievance.

(b) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance in writing with the Chairman of the Association's PR&R Committee within five (5) school days after the decision at Level One or fifteen (15) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman shall refer it to the Superintendent of Schools.

(c) The Superintendent shall represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved person in an effort to resolve it.

(d) If a teacher does not file a grievance in writing with the Chairman of the PR&R Committee and the written grievance is not forwarded to the Superintendent within thirty (30) calendar days after the teacher knew or should have known of the act or condition on which the grievance is based, then the grievance shall be considered as waived. A dispute as to whether a grievance has been waived under this paragraph shall be subject to arbitration pursuant to Level Four.

3. Level Three

If the Association is not satisfied with the disposition of the grievance at Level two, or if no decision has been rendered within ten (10) school days after the meeting with the Superintendent, the Chairman of the PR&R Committee may refer the grievance to the Board. Within ten (10) school days after receiving the written grievance, a Committee of the Board shall meet with the Association for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three shall, however, be rendered by the full Board at its next regular monthly meeting.

4. Level Four

(a) If the Association is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) school days after the meeting with the Board Committee, the Association may, if it determines that the grievance is meritorious and that it involves the interpretation, meaning or application of any of the provisions of this Agreement and that submitting it to arbitration is in the best interests of the Stratford School System, by written notice to the Board submit the grievance to arbitration within fifteen (15) school days after receipt of the Board's decision. Grievances which do not involve the interpretation, meaning or application of any of the provisions of this Agreement may be processed through Level Three, but shall not be arbitrable.

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board Committee and the PR&R Committee shall agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators shall be made to the American Arbitration Association by either party. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(c) The arbitrator so selected shall confer with representatives of the Board and the PR&R Committee and hold hearings promptly and shall issue his/her decision not later than twenty (20) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violation of the terms of this Agreement. Arbitration of grievances involving the interpretation, meaning or application of any of the provisions of the agreement shall be final and binding.

(d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.

#### D. 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 party in interest, any school representative, any member of the PR&R Committee or any other participant in the grievance procedure by reason of such participation.

2. Any party in interest may be represented at all stages of the grievance procedure by an Association representative. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

#### E. Miscellaneous

1. If, in the judgment of the PR&R Committee, a grievance affects a group or class of teachers, the PR&R Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

2. Decisions rendered at Levels one, Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Chairman of the PR&R Committee. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, Paragraph 4 (c).

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

4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared and given appropriate distribution by the Superintendent so as to facilitate operation of the grievance procedure.

5. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder shall be pursuant to the grievance and arbitration procedure provided however, that nothing contained herein shall deprive any teacher of any legal right which he/she presently has.

#### ARTICLE IV

#### CLASS SIZE

A. 1. The maximum number of pupils per teacher shall be as follows:

Kindergarten and First Grade Classes	27
Second through Sixth Grade Classes	32
Seventh through Twelfth Grade Classes	35
Special Education Classes	15

The above shall not include study halls, team teaching, physical education classes, choruses, bands, and similar situations where size may be desirable and/or not detrimental to the education objective to be achieved. Class size for Home Economics, Lab Science, Industrial Arts, and Level 3 classes shall be determined by the number of permanent work stations available, however, the number of students shall not exceed 24.

2. The Board and the Association agree that further reduction in the class size limitation set forth above are desirable, and to the extent possible under the circumstances (e.g., availability of staff and facilities) such reductions shall be made.

3. Special Education students who are mainstreamed in a regular classroom as a result of their IEP, (other than students receiving speech and/or language services only) should be "weighted" on a one and one-half for one (1.5:1) ratio in determining class size maximums. All fractional computations shall be rounded to the next highest number.

4. It is understood that if these maximum numbers are exceeded after February 1st of any school year by the enrollment of not more than two (2) additional students, the Board shall not be required to subdivide the class.

B. No teacher shall be assigned responsibility for more than seventy-five (75) pupils at any moment in time.

C. No teacher shall have instructional responsibility in Traditional Classes for more than one hundred fifty (150) pupils.

D. The provisions of Section A, B and C above may be modified only if the Superintendent of Schools determines that it is necessary to do so. The Association shall be notified in writing of each instance in which the Superintendent has so determined. A disagreement over whether an exception is justified shall be subject to the grievance procedure and shall be initiated at Level Two thereof.

E. During the 2013-14 school year representatives of the Association shall meet with representatives of the Board of Education to discuss caseload issues affecting Special Education and Pupil Services. Such discussions will be considered informal, and shall in no way oblige the Board to amend any provision of this article, and shall not constitute mid-term bargaining.

## ARTICLE V

### TEACHING HOURS AND TEACHING LOAD

#### A. Work Day

1. The starting time for all personnel covered by the teachers' salary schedule shall be fifteen (15) minutes prior to the start of school and shall end at the later of fifteen (15) minutes after school or when the teachers' professional responsibilities are completed. The student day shall be 6 hours and thirty minutes. Professional responsibilities include conferences with students and/or parents, individual conferences with building principals, remedial help for the students when deemed necessary by the teacher or requested by the student at a mutually convenient time, attendance at IEP/PST meetings (no more than two (2) per week per teacher shall be required) and professional development necessary for effective instruction, no more than one (1) program per month of two (2) hours duration each.

2. Except as otherwise provided for in this contract, if the school day is lengthened beyond the hours in effect during the 2001-02 school year, the rate of pay for said additional time shall be negotiated between the Board of Education and the Association. Negotiations shall commence twenty-one (21) days after the Board determines the length of the new school day. If no agreement is reached after thirty (30) days, a resolution of the issue shall be determined by arbitration under the rules and procedures established by the American Arbitration Association. In reaching his/her decision, the arbitrator shall utilize the criteria provided in Connecticut General Statutes, Section 10-153f(c) (4). Said decision of the arbitrator shall be binding and, if necessary, shall be retroactive to the first lengthened school day.

3. Stratford Public School teachers/coaches who are also in the school district must attend faculty and department meetings. Coach is defined as head coaches, assistant coaches, junior varsity and freshmen coaches. If a Stratford teacher, who is a Stratford coach, has a practice that would normally be held in the afternoon on the day a faculty/department meeting is scheduled, the coach must attend the faculty/department meeting. Practice that day will begin after the meeting is concluded. If there is a scrimmage on the day of a faculty/department meeting, the teacher/coach must attend the faculty/department meeting. The athletic director will avoid scheduling scrimmages that conflict with faculty/department

meetings. If a teacher/coach has an away afternoon contest on the day of a faculty/department meeting and the bus is scheduled to depart at approximately 2:15 p.m., the teacher/coach must request permission from the principal or department head to be excused from the faculty/department meeting. If a teacher/coach has a home afternoon contest on the day of a faculty/department meeting and the contest is scheduled to begin at approximately 3:45 p.m., the teacher/coach must request permission from the principal or department head to be excused from all or a portion of the faculty/department meeting. The administration understands the potential for scheduling conflicts and will work with coaches to make allowances for such conflicts. However, teachers who also coach must remember that their first obligation in Stratford is the teacher's contract.

## B. Work Year

The work year of teachers covered by the Teachers' Salary Schedule (other than new personnel who may be required to attend orientation sessions amounting to no more than two (2) additional work days) shall normally begin no earlier than the week prior to that including August 25 and shall normally terminate no later than June 30. The work year of teachers shall be one hundred eighty-six (186) days, no more than one hundred eighty two (182) of which shall be used for instructional days. The number of early dismissal days shall be consistent with the 2006-2007 calendar defined by the Superintendent and accepted by the union on December 7, 2005; provided, however, beginning 2010-11, elementary teachers shall be entitled to three early release days at the end of the school year. Effective during the term of this Agreement, if the Board increases the work year of the number of instructional days beyond levels set forth above, the impact of said additional work days and/or additional instructional days shall be negotiated by the Board and the Association in accordance with the provisions of Section 10-153 of the Connecticut General Statute applicable to "midstream" negotiations and, if not resolved, the negotiations shall be subject to impasse resolution including arbitration as provided therein.

The high school guidance counselors may be required to work five (5) days before and five (5) days after the regular teacher work year, and the middle school guidance counselors may be required by the Board to work three (3) days before and three (3) days after the regular teacher work year, provided that funds are available. Such additional work will be compensated at the counselors' per diem rates pursuant to current practice and will be added to annual salary. The decision as to whether guidance counselors will or will not be required to work will be made by the end of the previous school year for work before the start of the next school year and by May 1 for work at the end of the same school year.

## Holidays and Vacations

Holidays and Vacation schedules.

Teachers who have an employment year of one hundred eighty (180) to one hundred eighty-six (186) scheduled work days have all holidays and school vacations as provided for in the school calendar.

## Attendance Reporting

Attendance reporting shall be as determined by the administration.

In the event of the absence of a teacher, the teacher must call the substitute system (i.e. the Subfinder System) or access the Subfinder System online. The substitute service will be provided on a twenty-four (24) hour basis on each day prior to or on which school is scheduled to be in session. This phone call, or online contact, must be made by the teacher as far in advance as possible.

Teachers, in addition to calling or accessing the substitute service must call their school office to report their absence via voicemail to their immediate supervisor and to give any special instructions for the classes. The call to the school office should be made by the teacher by no later than 9:00 a.m. to a dedicated voice mailbox which will be provided for each school at the beginning of the school year.. Only one completed phone call to the school is required.

Exceptions may be made to the above policy only with the prior approval of the Superintendent of Schools and the Association.

### C. After School Meetings

1. Teachers may be required to remain after the teacher's working day for up to one and one-half (1½) hour to attend staff meetings. All after school staff meetings for teachers combined shall not exceed three (3) hours per month. The dates for all meetings for the subsequent school year shall be distributed to all affected teachers by the conclusion of the first thirty (30) days of school. The Board may modify such dates during the school year in the event that special circumstances arise.

2. Teachers may be required to attend up to six (6) evening meetings (e.g., parent conferences, report card conferences, open House, P.T.A. affairs) each school year. Attendance at other evening meetings shall be at the option of the individual staff member. Two (2) of these "evening meetings" shall be held in the afternoon after the close of the regular school day. Teachers may be required to attend one (1) additional meeting, either in the afternoon or evening, at the discretion of the Superintendent.

3. Staff other than classroom teachers may be required to attend meetings in addition to or instead of the above if required for the proper performance of their job functions.

D. Special Class and full school day elementary teachers shall have a duty-free lunch period of at least thirty (30) minutes. Middle and high school teachers shall have a duty-free lunch period of reasonable duration, and in any event, not less than the length of the students' lunch period. Teachers may leave the building during their lunch period with the permission of the principal of the building. Such permission shall not be unreasonably withheld. In no case will elementary teachers be utilized in a supervisory or other capacity relating to a lunch program.

E. 1. The regular elementary classroom teacher may absent themselves from their classrooms when the librarian or specialist of art, music or physical education is in the room. Elementary teachers must remain in the classroom when their students are with the World Language teacher, but may perform paperwork while the World Language teacher is in the classroom.

2. The Board will make every reasonable effort to provide one (1) preparation period of 30-40 minutes per day for each regular teacher at the elementary level.

F. All middle and high school teachers shall, in addition to their lunch period, have at least one (1) preparation period each day, during which they shall not be assigned to any other duties.

G. 1. Academic subject area middle and high school teachers will not be assigned more than five (5) teaching periods per day. Special subject area middle and high school teachers (e.g., art, music, reading, special education, physical education, industrial education, home economics) may be assigned six (6) teaching periods per day.

Teachers who are assigned to six (6) teaching periods shall not be assigned to homeroom duty at the middle and high schools unless all other classroom teachers assigned five (5) teaching periods have been assigned to such duty. Such duties shall be rotated equitably.

2. Academic area middle and high school teachers shall not be required to teach more than three (3) teaching preparations at any one time. Classes which require different syllabi, teaching materials or textbooks shall be considered different teaching preparations.

3. Exceptions to the provisions of Paragraphs 1 or 2 above may be made only if the Superintendent determines that it is necessary to do so in the best interests of the educational process. The Association shall be notified in writing of each instance in which the Superintendent shall so determine. A disagreement over whether an exception is justified shall be subject to the grievance procedure and shall be initiated at Level Two thereof.

4. Consideration will be given to teachers in non-academic middle and high school subject areas so that their assignments shall not become burdensome.

H. Teacher participation in extra-curricular activities for which no additional compensation is paid shall be strictly voluntary. At the same time the teachers recognize that their responsibility to their students and their profession requires the performance of duties that involve the expenditure of time beyond that of the normal working day.

I. The Administration shall send a tentative school calendar for the subsequent school year to the Executive Committee of the Association for review and discussion. The calendar committee of the Association after at least ten (10) school days advance notice shall have the

opportunity to meet with the Superintendent to express their opinions and to participate in a discussion of the school calendar prior to formal adoption by the Board.

- J. 1. The Board of Education will provide release time for all school personnel in order to attend building based Planning and Placement Team meetings, conferences and Individual Education Planning Writing, etc., as outlined in P.L. 94-142 except as modified by Article V, Section A.1.
- 2. Release time in-service training will be provided to all certified personnel who will be directly involved with mainstreamed students.

## ARTICLE VI

### NON-TEACHING DUTIES

The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

- A. Among the summer work packets completed by students, teachers shall only be required to correct the assessment instruments included in said packet.
- B. To the extent possible, teachers shall be relieved of non-teaching administrative assignments. Administrative assignments shall not become burdensome.
- C. Middle and high school teachers and elementary school teachers, other than physical education teachers, shall be relieved of health service duties (e.g., administering eye or ear examinations, weighing and measuring pupils).
- D. Teachers shall not be required to collect money from students for non-educational purposes (e.g., charities, PTA dues). Although teachers may be required to collect and transmit to an appropriate person within their school buildings student accident insurance premiums and money to be used for educational purposes, they shall not be required to tabulate or account for such money.
- E. Teachers shall not be required to transport cumbersome materials between classrooms, to duplicate instruction or other materials or to keep State of Connecticut attendance registers. (Where appropriate, tests shall be scored by machine or non-professional personnel).
- F. Teachers may transport pupils under circumstances that the building principal deems necessary, but only with his/her prior approval.

## ARTICLE VII

### STAFFING PROFESSIONAL PERSONNEL

The Board agrees to the continuing commitment that subject to the availability of funds and competent personnel, they employ as rapidly as possible sufficient additional specialists to meet the requirements of the Stratford School System.

## ARTICLE VIII

### TEACHING ASSIGNMENT AND TRANSFERS

#### A. Definition of Assignment

For purposes of this Section, assignment shall mean the placement of a teacher in a particular grade, subject area, school or for teachers who are normally assigned to more than one school, the schools to which said teacher is assigned.

#### B. Change of Assignment

For purposes of this Section, change of assignment shall mean the change of a teacher's assignment to another grade in reference to elementary teachers, or subject area in reference to specialists and secondary teachers, or for teachers who normally are assigned to more than one school, a change in the school or schools to which said teacher is assigned.

#### C. Definition of Transfer

For the purposes of this Section, transfer shall mean the relocation of a teacher from one school to another school when such teacher is normally located in only one school.

#### D. Policy

1. Transfer and assignment of teachers within the school system is the responsibility of the Board acting through the Superintendent of Schools or his/her designee. The Board shall make a reasonable effort to meet reasonable requests and desires of individual teachers involved with regard to assignments and transfers, to the extent that such wishes do not conflict with the instructional requirements and best interest of the school system.

2. This transfer and assignment policy shall be fairly and equitably applied.

Presently employed personnel will have first preference for any regular teaching opening. Any vacancies for September of the following year, which are known at least one (1) week prior to the close of schools, shall be posted on the school website as far in advance as possible, but in no case less than five (5) days. It is understood that an opening at the classroom teaching level will require only one (1) posting, and that any further openings created by the filling of the initial opening will not require additional posting.

3. Notwithstanding Sections E and F of this Article, the Board reserves the right to change assignments or to make transfers which it feels are in the interests of the school system.

E. Assignment Notification

1. Teachers shall be notified in writing of their programs for the coming school years, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances not later than one (1) day prior to the close of schools.

2. The Board will furnish to the Association President a list of all staff that have had their assignments changed by July 1st.

3. Change of assignment will be voluntary to the extent possible, but shall be subject to the policy as set forth in the section above, as well as, staffing requirements for the school year. A change of assignment shall not be effectuated or announced without a prior, personal conference with the individual involved.

4. During the summer months, teachers shall be notified in writing at the address on file with the Board of any change of assignment.

5. In arranging assignments and schedules for teachers who are assigned to more than one (1) school, an effort shall be made to limit the amount of inter-school travel. Teachers who are assigned to more than one (1) school in any one (1) school day shall receive the current IRS rate per mile for all inter-school travel.

F. Transfers

1. Although the Board and the Association recognize that some transfer of teachers from one school to another is unavoidable, they also recognize that frequent transfer of teachers is disruptive of the educational process and interferes with optimum teaching performance. Therefore, they agree as follows:

- (a) Building reassignments shall be considered first. The building Principal/Supervisor shall make the change of assignment within the building based on system wide seniority.
- (b) Teachers who have had their positions eliminated shall be considered second for any available vacancies.
- (c) Any vacancy which remains shall be posted on the District website and emailed to all teachers and all internal candidates shall be considered third.
- (d) Teachers on leave shall be considered fourth.
- (e) Teachers who are on the reduction in force list shall be considered fifth.

- (f) If the position remains vacant and the position is still anticipated to be open in September, the Board may hire from outside the system.
- 2. Involuntary Transfers:
  - (a) When qualifications are equal, teachers with the lesser continuous service in the Stratford School System will be transferred first. Teachers being involuntarily transferred will be transferred only to a comparable position.
  - (b) An involuntary transfer (except as noted in Article VIII, Section F) shall be made only after a meeting between the teacher involved and the Superintendent or his/her 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 Association will, upon request of such teacher, send a representative to meet with the Superintendent or his/her designee to discuss the matter.
  - (c) In the event teachers of absolute identical seniority are involved in an involuntary transfer, the Superintendent of Schools shall have sole discretion as to who shall be transferred. Listing of names by alphabet shall not be a determinant of seniority. Seniority, for the purposes of this paragraph, shall be as defined in the RIF Agreement between the Association and the Board.

When qualifications and attainments of two or more applicants are considered equal, preference will be given to members of the school system. Appointments shall be made without regard to race, creed, color, religion, nationality, sexual orientation or marital status.

## ARTICLE IX

### TEACHER FACILITIES

- A. Each school shall have the following facilities:
  - 1. Space in each classroom in which teachers may safely store instructional materials and supplies;
  - 2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials; and
  - 3. An appropriately furnished room to be used as a faculty lounge. To the extent possible, said room shall be in addition to the aforementioned teacher work area.
  - 4. A telephone in the teachers' lounge, or any other available space; every reasonable effort will be made to provide privacy.
- B. The Board will provide bulletin board space in each school for the exclusive use by the Association for the purpose of displaying notices, circulars, and other Association

material. Copies of all such material will be given to the building principal and his/her advance approval will be required.

C. The Board will make every reasonable effort to provide well lighted and clean teacher rest rooms with separate facilities for men and women.

## ARTICLE X

### TEXTBOOKS

Prior to changing a textbook or selecting a new textbook, the teachers affected and/or a committee of such teachers shall be given the opportunity to meet and consult with the Superintendent or his/her designee regarding the proposed change or selection. The initiative for such a change may come from the Association or from the Superintendent or his/her designee (s).

## ARTICLE XI

### SALARIES

- A. The salaries of all persons covered by this Agreement are set forth in Appendix A.
- B. All persons on the Teachers' Salary Schedule will be paid on a bi-weekly basis.
- C. The Board agrees to adopt the Teachers' Contract, form attached hereto as Appendix B.
- D. The Board reserves the right to withhold an increment from an individual teacher for just cause. If the withholding of an increment is being considered, the teacher shall be notified in writing by April 1 of the current school year.
- E. There shall be no step movement unless the teacher worked more than 91 days the previous school year. Sick leave and approved leaves of absence shall count towards the 91 days.

## ARTICLE XII

### SUBSTITUTE TEACHERS

The Board will make a reasonable effort to secure substitutes for the special area teachers.

## ARTICLE XIII

### SUMMER SCHOOL PROGRAM

- A. Positions in the Stratford Summer School Program shall, to the extent possible, be filled by regularly appointed teachers in the Stratford School System.
- B. In filling such positions consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance and experience.

## ARTICLE XIV

### PROTECTION

- A. Teachers shall immediately report all cases of assault suffered by them in connection with their employment to their principal in writing.
- B. This report shall be forwarded to the Superintendent and then to the Board which shall comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police and the courts.
- C. Any action brought against a teacher alleging that he/she committed an assault in connection with his/her employment, shall be processed in accordance with C.G.S. §10-235.

## ARTICLE XV

### PERSONAL INJURY BENEFITS

- A. Whenever a teacher is absent from school as a result of personal injury caused by an accident arising out of and in the course of his/her employment, the teacher shall be paid his/her full salary (less the amount of any worker's compensation award made for temporary disability due to said injuries) for the period of such absence provided, however, that such period of absence does not exceed six (6) months from the date of injury or the end of the employment Agreement then in effect whichever shall be less. However, the payment shall be deducted from his/her accumulated sick leave in the following ratio: 1 day for every 3 days absent. Upon exhaustion of all accumulated sick leave, the teacher shall continue to receive workers' compensation only.
- B. Whenever a teacher is absent from school as a result of a personal injury caused by an assault arising out of and in the course of his/her employment, the teacher shall be paid his/her full salary (less the amount of any workers' compensation award made for temporary disability due to said injuries) in accordance with §10-236a of the General Statutes of Connecticut.

## ARTICLE XVI

### SICK LEAVE

- A. Teachers shall be entitled to fifteen (15) sick leave days each school year to be used in the case of their own illness. Up to three (3) of the fifteen (15) sick days can be used for family illness each year. Unused sick leave days may be accumulated from year to year up to a maximum accumulation of one hundred sixty-five (165) days. Up to one hundred and fifty (150) days of unused sick leave may be carried over from one year to the next.
- B. Upon retirement or death, teachers or their estates will be paid for accumulated unused sick days up to a maximum of forty-five (45) days provided the teacher notifies the Board at least thirty (30) days prior to his/her retirement. Employees hired on or after July 1, 2010 shall not be eligible for the payment of unused sick days.
- C. In the event of absence of a teacher for illness in excess of five (5) consecutive working days, the Board may, if it has reasonable cause to believe that there is an abuse of sick leave policy, require an examination by an independent physician, such examination to be at the Board's expense.
- D. Disability sick leave due to pregnancy shall be treated like any other illness in accordance with the Board of Education FMLA policy attached hereto as Appendix D.. The effective date for the commencement of said leave shall be fixed with the written concurrence of the teacher's physician. The period of disability will normally be six (6) weeks, from the date of child's birth.

## ARTICLE XVII

### LEAVES OF ABSENCE

A. Personal Leave

All teachers may be allowed up to three (3) days leave of absence (non-cumulative) with pay each school year for personal matters which require absence during school hours. Application for personal leave shall be made in writing (as soon as possible but in no event less than three (3) school days) before taking such a leave (except in the case of emergencies) and the applicant for such leave shall be required to substantiate the reason for taking such leave, as well as provide such additional information as the Superintendent may reasonably request, to assure compliance with the requirements of this section. Personal days cannot be used without approval from the building principal and/or the Superintendent. One of the three (3) personal leave days may be taken without a specific stated reason. Personal days are not intended to be used to extend holidays and/or vacations and in the months of May and June to extend weekends. However, the Board of Education and the Association acknowledge that legitimate reasons may require absence for personal leave as set forth above on such days. Bargaining unit members will be allowed to use personal leave for the following reasons:

1. for legal reasons
2. for marriage of self, children, parents, siblings and siblings of spouse
3. for illness in the immediate family
4. for death in the family or attendance at funerals
5. for attendance of graduation exercises (self, spouse, child)
6. for birth of a child by spouse or child of employee
7. for personal business that cannot be transacted outside of regular school hours

Any request for personal leave under reason four (4) above shall be in addition to the bereavement leave enumerated in Section H of this Article.

B. Military Reserve Leave

1. Any teacher who is called for military reserve service shall receive the necessary leave to fulfill this military obligation.
2. The staff member on an annual two-week training period shall receive a rate of pay equal to the difference between his/her professional salary and his/her military pay.

C. Military Leave

Any teacher entering military service shall be reinstated upon return therefrom in a position comparable to that previously occupied by him/her 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.

D. Peace Corps Leave

1. Leave of absence may be granted of up to two (2) years to teachers with tenure status who join the Peace Corps as full-time participants.
2. No compensation shall be paid for such service.
3. The teacher returning from Peace Corps leave shall be placed on the appropriate step in the salary schedule as though he/she had been in active service in the system for the period of such leave.

E. Foundation or Scholarship Leave

A teacher may be allowed leave without loss of salary to begin programs of study which result from foundation or scholarship grants and which necessitate personal presence in advance of the close of school with prior approval from the Superintendent of Schools.

F. Sabbatical Leave

Upon the joint recommendation of the Superintendent and the Association, sabbatical leaves may be granted for study or travel to a member of the teaching staff by the Board. The

Board's present policy in regard to sabbatical leaves of absence shall be continued for the term of this Agreement subject to the following modifications:

1. No more than four (4) teachers shall be absent on sabbatical leave in any one year. However, two (2) additional teachers, in any one (1) year, will be allowed sabbatical leave:
  - (a) For purposes requested by the school administration and mutually agreed to by the teacher (s) involved.
  - (b) For sabbaticals requested by teachers that are outstandingly meritorious and contributory to the school program and/or curriculum.
2. Teachers on sabbatical leave during the school years 2002-03, 2003-04, 2004-05 and 2005-06 will be paid at one hundred percent (100%) of their annual salary rate for a full year's leave or fifty percent (50%) of their annual salary rate for a semester's leave.
3. The teacher shall agree to return to employment in the Stratford School System for two (2) full years in the event of a semester's leave or three (3) full years in the event of a full year's leave.
4. Teachers will be notified of the Board's granting their sabbatical leaves by February 1, of any year.
5. Once a sabbatical leave has been granted, it will not be revoked.

G. Maternity Leave/Child-Rearing

1. A certified teacher who becomes pregnant shall, as early as her condition is known, submit a written statement from her physician indicating her present physical condition, the expected childbirth date, and any limitations which may affect her ability to continue in her normal employment whether currently or in subsequent months.
2. Teachers shall be entitled to a leave of absence without pay beyond the disability sick leave due to pregnancy provided in Article 16-D, on the following terms and conditions:
  - (a) Leave hereunder shall be for new-born child rearing purposes only.
  - (b) Eligible teachers shall be granted leave hereunder provided notification in writing is given by the teacher to the Superintendent of Schools at the time her disability sick leave due to pregnancy commences pursuant to Article 16-D, stating her intention to take leave hereunder and stating the date of her return.
  - (c) Leave hereunder shall commence at the end of disability sick leave due to pregnancy pursuant to Article 16-D and shall continue until the commencement of the following school year, except, if an eligible teacher commences disability sick leave due to pregnancy on or after April 1 of the

school year, leave hereunder shall continue until commencement of the school year commencing one (1) year later.

3. A certified teacher adopting a child shall be entitled upon written request to the Superintendent of Schools, to thirty (30) days' paid leave, said leave to be deducted from sick leave. A certified teacher fostering a child shall be entitled upon written request to the Superintendent of Schools, to ten (10) days' paid leave, said leave to be deducted from sick leave. A leave of absence beyond said thirty (30) or ten (10) days shall be granted provided notification in writing is given by the teacher to the Superintendent of Schools.

Duration of said leave shall be until the commencement of the following school year, except if the leave commences after April 1, it shall continue until commencement of the school year beginning one (1) year later.

4. Teachers on maternity or adoption/fostering leave shall notify the Board of Education in writing by May 1 of their intent to return to their position for the following school year. Failure to do so will result in the loss of their position in the Stratford School System.

H. 1. In the event of death of a member of the immediate family during the school year, a teacher shall be allowed full pay for four (4) days absence. (Immediate family shall mean: father, mother, brother, sister, husband, wife, son, daughter, father-in-law, mother-in-law.)

2. In the event of death of a near relative during the school year, a teacher shall be allowed one day's absence without deduction. (Near relative shall mean: aunt, uncle, niece, nephew, grandfather, grandmother, grandchild, brother-in-law, sister-in-law, daughter-in-law and son-in-law.)

3. An employee requesting leave for the death of a member of his/her family shall inform his/her immediate superior as soon as possible and shall indicate the relationship. Failure to do so within three (3) days may be cause for denial of leave with pay for the period of absence.

4. In the case of a death of a faculty member, a building representative selected by the principal plus an SEA representative may attend the funeral with the approval of the Superintendent.

I. Except as otherwise provided above, the Board's present policy in regard to leaves of absence shall be continued for this Agreement.

J. Obligatory Religious Holidays

Up to two (2) or three (3) days shall be allowed for obligatory religious observance (comparable to Christmas, Good Friday or Easter) without salary deductions; these days are not to be deducted from the sick leave.

## ARTICLE XVIII

### REDUCTION IN FORCE AND RECALL PROCEDURE

#### A. Reduction in Force

1. In the event that it becomes necessary to reduce the number of teachers within the school system, and such cannot be accomplished through attrition, the following procedures and provisions will apply.

(a) No tenured teacher will be laid off if there is a non-tenured teacher serving in a position that such tenured teacher is certified to fill.

(b) Less senior tenured teachers will be laid off before and be replaced by more senior tenured teachers for positions both are certified and qualified to fill. The Board and the Association agree that the primary consideration in determining the order of lay-off of tenured teachers who are qualified by certification shall be seniority. However, the strict application to seniority may be modified in any individual case where necessary to maintain a sound educational program if the Superintendent so determines.

2. Qualified for a particular position shall mean that a teacher has taught in that position or had relevant course work or other experiences as previously approved by the Superintendent or his designee, within five (5) years.

3. Seniority is defined as the length of continuous service from most recent date of hire in conformity with the past practice of the system.

For employees hired to work starting at the beginning of the same school year, the most senior employee shall be:

(a) The employee who was appointed to a bargaining unit position by the Board on the earliest date;

(b) The employee who signed his/her initial contract of employment on the earliest date, even if prior to Board appointment;

(c) If (a) and (b) are not dispositive, the employee with the most public school teaching and/or public school administrative experience prior to employment by the Board;

(d) If (a), (b) and (c) are not dispositive, remaining ties will be resolved by a drawing by lot.

#### B. Recall

1. The Board will maintain a list of all bargaining unit employees who have been separated as a result of the above procedure. Each separated employee will remain on the

recall list for a period of two (2) school years following the school year of layoff except as provided below:

In the event a laid off employee is notified through certified letter by the Board of a position available for them to fill and said employee refuses to resume work in such a position, the employee will forfeit their place on the recall list and the Board will be bound in no way to offer future positions to the same laid off employee.

2. It is understood, however, that the Board will not offer position to laid off employees during recall which are outside the certification and qualification area of the employee to be recalled and failure to resume work to a position for which the employee is not certified and qualified will not forfeit that employee's status on the recall list.

3. It is also understood that a bargaining unit member who is reduced from a full time position and is on the recall list may refuse to accept an offer of part time employment without forfeiting their recall rights for the duration of the recall period and an analogous right will exist for a bargaining unit member who may be reduced from a part time position and offered a full time position.

However, should such a bargaining unit employee who is reduced from a full time position refuse a part time position which is subsequently accepted by a less senior employee on layoff and following such acceptance should such a position be elevated to a full time status, the less senior teacher (having accepted the position as part time) will not be displaced by the more senior teacher.

4. The offer of Recall will be made to the laid off employees in inverse order of layoff occurrence.

5. Each laid off employee will provide the Board with their most current mailing address and the Board will only be bound to communicating to the employee through the address recently provided.

#### C. Seniority Lists

The Board will provide a seniority list to the President of the Association no later than November 15 of each school year. The Association shall promulgate such list to each teacher within 45 days. Any teacher who disagrees with the data provided on such list for him or herself must notify the Board of such a disagreement within 60 days of transmittal of the list by the Board to the Association.

Such a dispute is not grievable unless the teacher is actually and adversely affected by the application of such list.

D. Disputes arising out of the application of this Article shall be considered as a grievance. Grievances arising out of this Article shall be processed as follows:

1. The initial submission shall be made by the Association to the Superintendent.

2. If the grievance is not resolved within ten (10) school days, the Association may submit it to binding arbitration.

- (a) The arbitrator for this Article shall be such an individual as the parties may agree upon. It is further agreed that if such arbitrator cannot be mutually agreed to, both parties will resort to the rules and procedures of the American Arbitration Association.
- (b) In any event the hearing before the arbitrator shall be held within twenty (20) school days and his/her written decision submitted to both parties within ten (10) school days.
- (c) The authority of the arbitrator shall be in all respects the same as in Article III.

3. Any teacher who is laid off in accordance with Paragraph A of this Article and who institutes a proceeding pursuant to Connecticut General Statutes, Section 10-151 will be deemed to waive any rights he or she may have to institute a grievance over any aspect of the lay-off or over any aspect of the provisions of Paragraph A of this Article.

## ARTICLE XIX

### PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT

A. The Board shall pay (up to a maximum of six hundred dollars (\$600.00) for any one school year for any one teacher) one-half (1/2) of the cost of tuition for in-service courses or courses at accredited colleges, universities or professional training schools which are recommended by the Administration or which are taken with the advance approval of the Administration or which are taken with the advance approval of the Assistant Superintendent for the specific purpose of improving the teacher in his/her immediate subject area or teaching assignment or for an additional endorsement to a professional certificate. The aggregate amount which the Board shall pay in any fiscal year hereunder shall not exceed \$30,000. In the event that more than 50 teachers avail themselves of this benefit, the \$30,000 amount shall be pro-rated among eligible participants.

B. The Board shall pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of their principal or immediate supervisor and the Superintendent or his/her designee.

C. To the extent possible, teachers shall be granted leave of at least one (1) day per year for the purpose of visiting other schools or attending meetings or conferences of an educational nature. The number of teachers allowed to leave at any one time shall be within the discretion of the administration.

D. 1. The Board shall continue its program for curriculum writing. Teachers selected will have the opportunity to work on curriculum projects, such as: curriculum revision, development of curriculum for pilot programs and innovative practices, etc.

2. All such positions shall be publicized by posting at least fifteen (15) days in advance of appointment and that qualifications required for the position(s) be set forth clearly. Such position(s) shall be filled pursuant to provisions of Article IX, Paragraph C of the current agreement, except that at least twenty-five percent (25%) of the posts shall be filled without regard to seniority within the school system.

The Board will encourage and support in-service programs which will benefit the teacher and improve the quality of instruction and will provide released time when in the judgment of the Board and Association it is required for an effective in-service program.

## ARTICLE XX

### FRINGE BENEFITS

A. 1. The Board will offer a High Deductible Health Care Plan coupled with a Health Savings Account (HDHP/HSA) for employees (0.5 FTE or greater) and his/her dependents. The plan shall have the following annual deductibles and co-pays:

- \$2,000 individual; \$4,000 for two-person or family coverage.
- The Board shall be responsible for 50% of the annual deductible for 2013-14 and the employee shall be responsible for 50%; for 2014-15 the employee shall pay 55% of the annual deductible and the employer 45%; for 2015-16 the employee shall pay 60% of the cost of the annual deductible, and the employer 40%.
- The Board's deductible contribution will be made in full by July 1 of the plan year.

Prescription co-pays of \$10.00 (generic), \$20.00 (preferred), and \$30.00 (non-preferred) apply after the annual plan deductibles are met.

In addition, as part of the HDHP/HSA, there is an out of network plan described as follows:

- Co-payment of \$2,000 per person and \$4,000 per family, with out of network payments of 80%/20% and an annual maximum out-of-pocket expenditure of \$2,100 per individual and \$4,200 per family
- Prescription co-pays are excluded from the annual out of pocket maximums. Co-pays continue throughout the plan year.
- Lifetime maximum per member: Unlimited

2. (a) Employee cost-share shall be 15% effective July 1, 2013, 16% effective July 1, 2014, 17% effective July 1, 2015.

(b) The Board will make an I.R.C. Section 125 plan available to all employees.

3. The Board agrees to continue to pay the full cost for individual or family coverage for full service Blue Cross Dental Care and Rider A which was in effect on June 30, 1994.

B. The Board agrees to pay the full cost of the Group Life Insurance Plan for all teachers. The life insurance coverage will provide each teacher with forty-five thousand dollars (\$45,000.00) life insurance with a double indemnity feature.

C. Nothing in this Agreement shall be construed to prohibit the Board from changing insurance carriers, provided that any such change will be equivalent to the present coverage. For this purpose, the term "equivalent" means equal or better in function and benefits to members of the bargaining unit. The Association will be notified and consulted regarding any proposed change of insurance carrier not less than ninety (90) days prior to any implementation. Any dispute regarding "equivalency" shall be resolved through the grievance procedure at the Arbitration Level, prior to implementation of any such change. In any event, changes in any carrier for a specific type of coverage will be made no more than once in any two-year period.

D. 1. Notwithstanding the above, teachers may elect to waive, in writing, all health insurance coverages provided for under this Agreement, and in lieu thereof, may receive an annual payment of seven hundred and fifty dollars (\$750.00) in cash. Payment to those employees waiving such coverage shall be made in equal payments during the months of November, January, April and June. In addition, employees who waive medical insurance may, at their option, continue to receive dental coverage.

2. Notice of intention to waive insurance coverage must be sent to the Superintendent or his/her designee not less than ninety (90) calendar days before such waiver is to take effect, subject however to any regulations or restrictions which may be prescribed by the appropriate insurance carriers.

3. Any teacher may elect to resume board-provided insurance coverage upon written notice to the Board of Education. Upon receipt of such notice, insurance coverage shall be reinstated as soon as possible, subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers.

E. The Board shall institute a Flexible Spending Plan for medical expenses and dependent care. Such plan shall be conditioned upon at least fifty (50) participants, an annual maximum of \$5,000 and all fees shall be the responsibility of the member.

F. Insurance for Retirees

The Board will continue teachers who retire effective at the end of the school year on the active teacher health insurance through August 31 of their year of retirement, provided they provide at least thirty (30) calendar days notice prior to their retirement. Thereafter, the Board agrees to pay the following to all teachers who retire:

1. Fifty percent (50%) of the cost, for the employee only, of all health insurance benefits listed in Article XXI, Paragraph A up to age sixty-five (65).

2. After age sixty-five (65) the Board shall pay fifty percent (50%) of the cost, for the employee only, of Medicare Part B, Blue Cross, Major Medical Plan 92, and Blue Shield Plan 82, or the equivalent.

3. For purposes of this Agreement, "retire" or "retirement" wherever used shall mean eligibility for immediate retirement benefits and allowances under the rules of the Connecticut State Teachers' Retirement System.

## ARTICLE XXI

### ANNUITY PLAN

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

## ARTICLE XXII

### STRIKES

During the term of this Agreement the Association shall not cause or sponsor, and no professional employee shall cause or participate in, any strike or work stoppage. If the Association disclaims in writing to the Board responsibility for any act prohibited hereby, it shall not be liable in any way therefore, employees who participate in any such act may be disciplined or discharged without recourse to arbitration, provided, however, that the question of their participation shall itself be subject to arbitration.

## ARTICLE XXIII

### GENERAL

A. There shall be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in its activities or by reason of his/her non membership in the Association.

B. Individual teachers will be notified and upon request be given a copy of any evaluation report prepared by their evaluators which relates to the salary or other benefits which they are to receive in the course of their employment or which is used as a basis for terminating their employment and they shall have the right to discuss such reports with their evaluators.

C. No teacher shall be disciplined, reprimanded or reduced in rank or compensation, suspended or dismissed without just cause.

D. 1. There shall be only one official personnel file per teacher to be kept in the Administration Center.

2. Any negative materials to be placed in a teacher's personnel file which addresses the teacher's conduct, service or character will not be placed in the file without prior knowledge of the teacher.

3. A teacher may submit a written notation regarding any relevant material placed in the personnel file and same shall be attached to the file copy of the material in question. If a teacher believes and can show cause that material to be placed in his/her file is inappropriate or in error, he/she may request adjustment, through the grievance procedure to Level III. If a teacher is asked to sign material placed in the file, such signature shall be understood to indicate awareness of the material, but in no instance shall such signature necessarily be interpreted to mean agreement with the content of the material.

E. If negotiation meetings between the Board and the Association are scheduled during school hours, the representatives of the Association shall be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings. When it is necessary, pursuant to Article III (Grievance Procedure) for a school representative, member of the PR&R Committee or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during school hours, he/she will, upon notice to the Superintendent by the Chairman of the PR&R Committee, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any teacher whose appearance in such investigations, meetings, or hearings as a witness is necessary shall be accorded the same right. The Association agrees that these rights shall not be abused.

F. The Board agrees that two (2) teachers designated by the Association shall, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in Association activities. A teacher on leave of absence under this Section for no more than one (1) year, who returns to his/her position at the end of that leave, shall upon such return be considered as if he/she were actively employed by the Board during the leave and receive 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.

G. The Board shall make available copies of its Administrative Regulations (i.e., Staff Handbook), including any revisions or amendments to members of the Association Board of Representatives. Copies will be in the faculty room of each school. Copies of each month's Board agenda shall be available for inspection in the Superintendent's office.

H. The Board shall provide each teacher with a copy of the new Agreement.

I. The Board and the Association agree that the basis for determining the per diem salary deduction for unpaid absence and for teachers' retirement pay will be as follows:

ANNUAL SALARY DIVIDED BY

School Year Employees - 186 Days

J. Association Days

When it is necessary for official representatives of the Association to engage in Association activities directly relating to the Association's duties as representative of the teachers, they shall be given such free time, without loss of pay, as is necessary to perform any such activities subject to the approval of the Superintendent of Schools. The Association, and its officers, recognize and agree that this privilege should not be abused. The cost of the substitute shall be borne by the Association.

K. Prior to the fifteenth (15th) of September, the Board shall be notified by the Association as to who its officers and committee heads are. The only exception will be the names of the negotiating committee in order to allow a reasonably long period of time to form the committee.

ARTICLE XXIV

AGENCY FEE

A. Conditions of Continued Employment

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

B. Members

1. All members of the Bargaining Unit who elect to join the Association shall sign and deliver to the Association, if they have not already done so, an authorization for the payroll deduction of membership dues of the Education Association, the CEA and NEA. Employee authorization for dues deduction will be in writing.

2. Said authorization shall continue in effect from year to year unless such teacher shall notify the Board of Education and the Association in writing not later than thirty (30) days prior to the commencement of the school year. If said notice is timely delivered, it shall mean that in the coming school year said teacher shall pay the service fee as described in Paragraph A above, and paid in accordance with Paragraph C below.

C. Non-Members

For those members of the Bargaining Unit who have not joined the Association and delivered said authorization card by October 1st of the first year of this Agreement, the Board of Education agrees to deduct the annual service fee from their salaries through payroll deduction. The amount of said service fee, equal in amount to the proportion of Association

dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment, shall be certified by the Association to the Board.

D. Subsequent Employment

Those members of the Bargaining Unit commencing employment after the date of execution of this Agreement shall, within thirty (30) days of such commencement, sign and deliver to the Board of Education an authorization card as described in Paragraph B of this Article or fall under the provisions of Paragraph C of this Article after such thirty (30) days.

E. Forwarding of Monies

The Board agrees to forward to the SEA each month all monies deducted during that month for local dues and local service fee deduction. The Board further agrees to send each month, all monies deducted during that month for SEA, CEA and NEA dues and SEA, CEA/NEA service fee deduction to the SEA.

F. Lists

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

G. The right to refund the employee's monies deducted from their salaries under such authorization shall lie solely with the Association. The Association agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deduction.

H. 1. The Association agrees to indemnify and save the Board harmless from all claims, demands, lawsuits or other forms of liability arising from the Board's fulfillment of its obligations under this Article. The Board agrees that the Association shall assume the exclusive legal defense of any such claims or lawsuit. In assuming such defense on the Board's behalf the Association will hire and compensate legal counsel. Legal counsel hired by the Association shall confer with the Board or its representatives concerning the defense of claims and lawsuits against the Board. The Association shall have the right to compromise or settle any claim or lawsuit against the Board under this Article, but shall not do so without Board approval, such approval not to be unreasonably withheld.

2. The Association agrees that it will not rely on Stamford Board of Education v. Stamford Education Association, et al, 697 F. 2d 70 (1982), or any claim based thereon, to deny the enforceability of its obligation to indemnify and save the Board harmless.

ARTICLE XXV

DURATION

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

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year first above written.

STRATFORD EDUCATION ASSOCIATION

STRATFORD BOARD OF  
EDUCATION

---

President

---

Chairman

APPENDIX A  
SALARY SCHEDULES

2013-14

(GWI: 1.27% max, 2.52% all others; no step movement)

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>Sixth Year</u>
	n/a	n/a	n/a
1	45,376	50,534	53,970
2	47,167	52,458	56,505
3	49,835	54,592	58,585
4	51,959	56,765	61,023
5	54,098	58,898	63,462
6	56,238	61,064	65,903
7	58,702	63,572	68,497
8	61,196	66,079	71,092
9	63,896	68,598	73,837
10	66,173	71,139	76,581
11	68,692	73,632	79,333
12	71,527	76,495	82,381
13	77,974	79,365	85,434
14	n/a	86,240	88,497
15	n/a	n/a	95,998

2014-15

(GWI 1.18%; step movement)

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>Sixth Year</u>
	n/a	n/a	n/a
1	45,911	51,130	54,607
2	46,817	52,103	55,889
3	49,073	54,156	58,224
4	51,497	56,335	60,510
5	53,654	58,514	62,977
6	55,819	60,689	65,446
7	58,148	63,053	67,993
8	60,657	65,590	70,618
9	63,284	68,133	73,319
10	65,802	70,693	76,097
11	68,228	73,239	78,877
12	70,937	75,949	81,811
13	13(a)75,632	78,850	84,897
14	13(b)78,894*	14(a)83,779	87,992
15	n/a	14(b)87,257*	15(a)93,336 15(b)97,130*

\*Applies only to those already on the top step the prior year

2015-16  
(GWI: 1.5% max step, 1.86% all others; no step movement)

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>Sixth Year</u>
1	46,766	52,081	55,623
2	48,611	54,064	58,236
3	51,362	56,264	60,380
4	53,550	58,503	62,892
5	55,755	60,702	65,406
6	57,960	62,935	67,922
7	60,500	65,519	70,595
8	63,071	68,103	73,269
9	65,853	70,699	76,099
10	68,200	73,318	78,927
11	70,796	75,887	81,763
12	73,718	78,838	84,904
13	80,077	81,796	88,051
14	n/a	88,565	91,208
15	n/a	n/a	98,587

B. Definitions

The terms used in the above Schedules shall be interpreted and applied in accordance with the following definitions:

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

Master -- A Master's degree earned at an accredited college or university. A teacher must have a master's degree to be placed on the master's level.

Sixth -

To be placed on the sixth-year level, the teacher must have a master's degree and an additional thirty (30) graduate (500 level or above) credits in a planned program approved by the Superintendent or his/her designee in advance; or the completion of a planned sixth year program; or a second master's degree in a discipline other than the discipline in which the initial master's degree was attained, or a master's degree which requires sixty (60) credits.

Any program or course work taken for credit toward reclassification must have prior approval from the Superintendent or her designee, which will be based on the following guidelines:

1. Approved courses and degree programs must be from an accredited college or university or those approved in advance by the Superintendent or designee.
2. Approved programs must consist of courses credited from a single university either as course credit earned at that university or courses accepted on a transfer basis for credit by the university awarding the degree.

In order to be eligible for reclassification in any given year, notice must be provided of the expected change in degree status not later than April 1 of the preceding year. Accepted documentation for reclassification will consist of official transcripts received by the Personnel Office. Reclassification will consist of movement across the salary column only.

Notwithstanding the foregoing, employees in a planned program of study, as of the date this Agreement is signed shall be deemed “grandfathered” under the language of the prior collective bargaining agreement for purposes of this paragraph B.

C. New Employees

The Superintendent may place new employee on the appropriate step in the salary schedule, taking into consideration degree status, previous teaching experience, military service up to two (2) years and other related experiences.

D. All teachers shall receive longevity payment, to be paid in the first paycheck in December of each year, as follows:

1. Starting with the sixteenth (16) through the twentieth (20) year of public school teaching, each teacher shall receive a longevity payment of four hundred dollars (\$400) each year non-cumulative.
2. Starting with the twenty-first (21) through the twenty fifth (25) year of public school teaching, each teacher shall receive a longevity payment of six hundred and fifty dollars (\$650) each year non-cumulative.
3. Starting with the twenty-sixth (26) year of public school teaching, each teacher shall receive a longevity payment of nine hundred dollars (\$900) each year non-cumulative.
4. This longevity payment shall be part of the teachers' salary on a yearly basis.
5. Employees hired on or after July 1, 2010 shall not be eligible to receive longevity payments.

**APPENDIX A-1  
ILLUSTRATION OF 2013-16 WAGE SCHEDULE**

**B.A.**

<b>Current Step</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
<b>1. N/A</b>		<b>1. 45,911</b>	<b>1. 46,766</b>
<b>2. 44,261</b>	<b>1. 45,376</b>	<b>2. 46,817</b>	<b>2. 48,611</b>
<b>3. 46,008</b>	<b>2. 47,167</b>	<b>3. 49,073</b>	<b>3. 51,362</b>
<b>4. 48,611</b>	<b>3. 49,835</b>	<b>4. 51,497</b>	<b>4. 53,550</b>
<b>5. 50,682</b>	<b>4. 51,959</b>	<b>5. 53,654</b>	<b>5. 55,755</b>
<b>6. 52,769</b>	<b>5. 54,098</b>	<b>6. 55,819</b>	<b>6. 57,960</b>
<b>7. 54,856</b>	<b>6. 56,238</b>	<b>7. 58,148</b>	<b>7. 60,500</b>
<b>8. 57,260</b>	<b>7. 58,702</b>	<b>8. 60,657</b>	<b>8. 63,071</b>
<b>9. 59,693</b>	<b>8. 61,196</b>	<b>9. 63,284</b>	<b>9. 65,853</b>
<b>10. 62,326</b>	<b>9. 63,896</b>	<b>10. 65,802</b>	<b>10. 68,200</b>
<b>11. 64,547</b>	<b>10. 66,173</b>	<b>11. 68,228</b>	<b>11. 70,796</b>
<b>12. 67,004</b>	<b>11. 68,692</b>	<b>12. 70,937</b>	<b>12. 73,718</b>
<b>13. 69,770</b>	<b>12. 71,527</b>	<b>13.(a)75,632</b>	<b>13. 80,077</b>
<b>14. 76,996</b>	<b>13. 77,974</b>	<b>13.(b)78,894</b>	<b>13. 80,077</b>

To determine your 3 year salary increases, locate your current step and salary and read straight across. **Note** with the elimination of current step 1, while step # remains the same you have advanced 1 step closer to the maximum on the scale.

M.A.

Current Step	2013-14	2014-15	2015-16
1. N/A		1. 51,130	1. 52,081
2. 49,292	1. 50,534	2. 52,103	2. 54,064
3. 51,169	2. 52,458	3. 54,156	3. 56,264
4. 53,251	3. 54,592	4. 56,335	4. 58,503
5. 55,370	4. 56,765	5. 58,514	5. 60,702
6. 57,451	5. 58,898	6. 60,689	6. 62,935
7. 59,564	6. 61,064	7. 63,053	7. 65,519
8. 62,010	7. 63,572	8. 65,590	8. 68,103
9. 64,456	8. 66,079	9. 68,133	9. 70,699
10. 66,913	9. 68,598	10. 70,693	10. 73,318
11. 69,391	10. 71,139	11. 73,239	11. 75,887
12. 71,823	11. 73,632	12. 75,949	12. 78,838
13. 74,616	12. 76,495	13. 78,850	13. 81,796
14. 77,415	13. 79,365	14.(a)83,779	14. 88,565
15. 85,158	14. 86,240	14.(b)87,257	14. 88,565

To determine your 3 year salary increases, locate your current step and salary and read straight across. **Note** with the elimination of current step 1, while step # remains the same you advanced 1 step closer to the maximum on the scale.

### 6<sup>th</sup> YEAR

Current Step	2013-14	2014-15	2015-2016
1. N/A		1. 54,607	1. 55,623
2. 52,644	1. 53,970	2. 55,889	2. 58,236
3. 55,117	2. 56,505	3. 58,224	3. 60,380
4. 57,146	3. 58,585	4. 60,510	4. 62,892
5. 59,524	4. 61,023	5. 62,977	5. 65,406
6. 61,903	5. 63,462	6. 65,446	6. 67,922
7. 64,284	6. 65,903	7. 67,993	7. 70,595
8. 66,814	7. 68,497	8. 70,618	8. 73,269
9. 69,345	8. 71,092	9. 73,319	9. 76,099
10. 72,023	9. 73,837	10. 76,097	10. 78,927
11. 74,700	10. 76,581	11. 78,877	11. 81,763
12. 77,384	11. 79,333	12. 81,811	12. 84,904
13. 80,357	12. 82,381	13. 84,897	13. 88,051
14. 83,335	13. 85,434	14. 87,992	14. 91,208
15. 86,320	14. 88,497	15.(a)93,336	15. 98,587
16. 94,794	15. 95,998	15.(b)97,130	15. 98,587

To determine your 3 year salary increases, locate your current step and salary and read straight across. **Note** with the elimination of step 1, while step # remains the same you have advanced 1 step closer to the maximum on the scale.

APPENDIX B

ATHLETIC COACH'S SALARY SCHEDULE

2013-2014

SPORTS – Senior High Schools

SEASONS OF EXPERIENCES IN DESIGNATED SPORT

	First <u>Season</u>	Second <u>Season</u>	After Second <u>Season</u>
Athletic Director	\$5,787	\$6,471	\$7,266
Head Football	\$5,787	\$6,471	\$7,266
Assistant Football (2 positions)	\$3,975	\$4,426	\$4,880
Freshman Football (2 positions)	\$3,177	\$3,632	\$3,975
Head Boy's Basketball	\$5,222	\$5,787	\$6,471
Assistant Boy's Basketball	\$3,746	\$4,200	\$4,656
Freshman Boy's Basketball	\$2,950	\$3,294	\$3,632
Head Girl's Basketball	\$5,222	\$5,787	\$6,471
Assistant Girl's Basketball	\$3,746	\$4,200	\$4,656
Freshman Girl's Basketball	\$2,950	\$3,294	\$3,632
Head Baseball	\$4,994	\$5,561	\$6,131
Assistant Baseball	\$3,632	\$4,087	\$4,542
J.V. Baseball	\$3,177	\$3,521	\$3,860
Freshman Baseball	\$2,610	\$2,950	\$3,294
Head Softball	\$4,994	\$5,561	\$6,131
Assistant Softball	\$3,632	\$4,087	\$4,542
J.V. Softball	\$3,177	\$3,521	\$3,860
Freshman Softball	\$2,610	\$2,950	\$3,294
Head Boy's Outdoor Track	\$4,994	\$5,561	\$6,131
Assistant Boy's Outdoor Track	\$3,632	\$4,087	\$4,542
Head Girl's Outdoor Track	\$4,994	\$5,561	\$6,131
Assistant Girl's Outdoor Track	\$3,632	\$4,087	\$4,542
Head Indoor Track (Co-ed)	\$4,994	\$5,561	\$6,131
Assistant Indoor Track (Co-ed)	\$3,632	\$4,087	\$4,542

	First	Second	After Second
	<u>Season</u>	<u>Season</u>	<u>Season</u>
Head Wrestling	\$4,994	\$5,561	\$6,131
Assistant Wrestling	\$3,632	\$4,087	\$4,542
Head Boy's Swimming	\$4,994	\$5,561	\$6,131
Assistant Boy's Swimming	\$3,632	\$4,087	\$4,542
Head Girl's Swimming	\$4,994	\$5,561	\$6,131
Assistant Girl's Swimming	\$3,632	\$4,087	\$4,542
Head Boy's Soccer	\$4,087	\$4,656	\$5,108
Assistant Boy's Soccer	\$2,725	\$3,068	\$3,405
Head Girl's Soccer	\$4,087	\$4,656	\$5,108
Assistant Girl's Soccer	\$2,725	\$3,068	\$3,405
Head Volleyball	\$4,087	\$4,656	\$5,108
Assistant Volleyball	\$2,725	\$3,068	\$3,405
Head Boy's Tennis	\$3,068	\$3,405	\$3,746
Head Girl's Tennis	\$3,068	\$3,405	\$3,746
Head Boy's Cross Country	\$2,952	\$3,294	\$3,632
Head Girl's Cross Country	\$2,952	\$3,294	\$3,632
Head Golf Boys	\$2,610	\$2,950	\$3,177
Head Golf Girls	\$2,610	\$2,950	\$3,177
Head Bowling (Co-ed)	\$1,478	\$1,591	\$1,702
Head Cheerleading (Co-ed)	\$4,994	\$5,561	\$6,131
Assistant Cheerleading (Co-ed)	\$3,632	\$4,087	\$4,532
Head/Varsity Boy's Lacrosse	\$4,087	\$4,656	\$5,108
Assistant/JV Boy's Lacrosse	\$2,725	\$3,068	\$3,405
Head/Varsity Girl's Lacrosse	\$4,087	\$4,656	\$5,108
Assistant/JV Girl's Lacrosse	\$2,725	\$3,068	\$3,405

ATHLETIC COACH'S SALARY SCHEDULE

2014-2015

SPORTS – Senior High Schools

SEASONS OF EXPERIENCES IN DESIGNATED SPORT

	First <u>Season</u>	Second <u>Season</u>	After Second <u>Season</u>
Athletic Director	\$5,845	\$6,536	\$7,339
Head Football	\$5,845	\$6,536	\$7,339
Assistant Football (2 positions)	\$4,015	\$4,470	\$4,929
Freshman Football (2 positions)	\$3,209	\$3,659	\$4,015
Head Boy's Basketball	\$5,274	\$5,845	\$6,536
Assistant Boy's Basketball	\$3,783	\$4,242	\$4,703
Freshman Boy's Basketball	\$2,980	\$3,327	\$3,668
Head Girl's Basketball	\$5,274	\$5,845	\$6,536
Assistant Girl's Basketball	\$3,783	\$4,242	\$4,703
Freshman Girl's Basketball	\$2,980	\$3,327	\$3,668
Head Baseball	\$5,044	\$5,617	\$6,192
Assistant Baseball	\$3,668	\$4,128	\$4,587
J.V. Baseball	\$3,209	\$3,556	\$3,899
Freshman Baseball	\$2,636	\$2,980	\$3,327
Head Softball	\$5,044	\$5,617	\$6,192
Assistant Softball	\$3,668	\$4,128	\$4,587
J.V. Softball	\$3,209	\$3,556	\$3,899
Freshman Softball	\$2,636	\$2,980	\$3,327
Head Boy's Outdoor Track	\$5,044	\$5,617	\$6,192
Assistant Boy's Outdoor Track	\$3,668	\$4,128	\$4,587
Head Girl's Outdoor Track	\$5,044	\$5,617	\$6,192
Assistant Girl's Outdoor Track	\$3,668	\$4,128	\$4,587
Head Indoor Track (Co-ed)	\$5,044	\$5,617	\$6,192
Assistant Indoor Track (Co-ed)	\$3,668	\$4,128	\$4,587

	First	Second	After Second
	<u>Season</u>	<u>Season</u>	<u>Season</u>
Head Wrestling	\$5,044	\$5,617	\$6,192
Assistant Wrestling	\$3,668	\$4,128	\$4,587
Head Boy's Swimming	\$5,044	\$5,617	\$6,192
Assistant Boy's Swimming	\$3,668	\$4,128	\$4,587
Head Girl's Swimming	\$5,044	\$5,617	\$6,192
Assistant Girl's Swimming	\$3,668	\$4,128	\$4,587
Head Boy's Soccer	\$4,128	\$4,703	\$5,159
Assistant Boy's Soccer	\$2,752	\$3,099	\$3,439
Head Girl's Soccer	\$4,128	\$4,703	\$5,159
Assistant Girl's Soccer	\$2,752	\$3,099	\$3,439
Head Volleyball	\$4,128	\$4,703	\$5,159
Assistant Volleyball	\$2,752	\$3,099	\$3,439
Head Boy's Tennis	\$3,099	\$3,439	\$3,783
Head Girl's Tennis	\$3,099	\$3,439	\$3,783
Head Boy's Cross Country	\$2,982	\$3,327	\$3,668
Head Girl's Cross Country	\$2,982	\$3,327	\$3,668
Head Golf Boys	\$2,636	\$2,980	\$3,209
Head Golf Girls	\$2,636	\$2,980	\$3,209
Head Bowling (Co-ed)	\$1,493	\$1,607	\$1,719
Head Cheerleading (Co-ed)	\$5,044	\$5,617	\$6,192
Assistant Cheerleading (Co-ed)	\$3,668	\$4,128	\$4,587
Head/Varsity Boy's Lacrosse	\$4,128	\$4,703	\$5,159
Assistant/JV Boy's Lacrosse	\$2,752	\$3,099	\$3,439
Head/Varsity Girl's Lacrosse	\$4,128	\$4,703	\$5,159
Assistant/JV Girl's Lacrosse	\$2,752	\$3,099	\$3,439

ATHLETIC COACH'S SALARY SCHEDULE

2015-2016

SPORTS – Senior High Schools

SEASONS OF EXPERIENCES IN DESIGNATED SPORT

	First <u>Season</u>	Second <u>Season</u>	After Second <u>Season</u>
Athletic Director	\$5,903	\$6,601	\$7,412
Head Football	\$5,903	\$6,601	\$7,412
Assistant Football (2 positions)	\$4,055	\$4,515	\$4,978
Freshman Football (2 positions)	\$3,241	\$3,696	\$4,055
Head Boy's Basketball	\$5,327	\$5,903	\$6,601
Assistant Boy's Basketball	\$3,821	\$4,284	\$4,750
Freshman Boy's Basketball	\$3,009	\$3,360	\$3,705
Head Girl's Basketball	\$5,327	\$5,903	\$6,601
Assistant Girl's Basketball	\$3,821	\$4,284	\$4,750
Freshman Girl's Basketball	\$3,009	\$3,360	\$3,705
Head Baseball	\$5,094	\$5,673	\$6,254
Assistant Baseball	\$3,705	\$4,169	\$4,633
J.V. Baseball	\$3,241	\$3,592	\$3,938
Freshman Baseball	\$2,662	\$3,009	\$3,360
Head Softball	\$5,094	\$5,673	\$6,254
Assistant Softball	\$3,705	\$4,169	\$4,633
J.V. Softball	\$3,241	\$3,592	\$3,938
Freshman Softball	\$2,662	\$3,009	\$3,360
Head Boy's Outdoor Track	\$5,094	\$5,673	\$6,254
Assistant Boy's Outdoor Track	\$3,705	\$4,169	\$4,633
Head Girl's Outdoor Track	\$5,094	\$5,573	\$6,254
Assistant Girl's Outdoor Track	\$3,705	\$4,169	\$4,633
Head Indoor Track (Co-ed)	\$5,094	\$5,673	\$6,254
Assistant Indoor Track (Co-ed)	\$3,705	\$4,169	\$4,633

	First	Second	After Second
	<u>Season</u>	<u>Season</u>	<u>Season</u>
Head Wrestling	\$5,094	\$5,673	\$6,254
Assistant Wrestling	\$3,705	\$4,169	\$4,633
Head Boy's Swimming	\$5,094	\$5,673	\$6,254
Assistant Boy's Swimming	\$3,705	\$4,169	\$4,633
Head Girl's Swimming	\$5,094	\$5,673	\$6,254
Assistant Girl's Swimming	\$3,705	\$4,169	\$4,633
Head Boy's Soccer	\$4,169	\$4,750	\$5,211
Assistant Boy's Soccer	\$2,780	\$3,130	\$3,473
Head Girl's Soccer	\$4,169	\$4,750	\$5,211
Assistant Girl's Soccer	\$2,780	\$3,130	\$3,473
Head Volleyball	\$4,169	\$4,750	\$5,211
Assistant Volleyball	\$2,780	\$3,3130	\$3,473
Head Boy's Tennis	\$3,120	\$3,473	\$3,821
Head Girl's Tennis	\$3,130	\$3,473	\$3,821
Head Boy's Cross Country	\$3,011	\$3,360	\$3,705
Head Girl's Cross Country	\$3,011	\$3,360	\$3,705
Head Golf Boys	\$2,662	\$3,009	\$3,241
Head Golf Girls	\$2,662	\$3,009	\$3,241
Head Bowling (Co-ed)	\$1,493	\$1,623	\$1,736
Head Cheerleading (Co-ed)	\$5,094	\$5,673	\$6,254
Assistant Cheerleading (Co-ed)	\$3,705	\$4,169	\$4,633
Head/Varsity Boy's Lacrosse	\$4,169	\$4,750	\$5,211
Assistant/JV Boy's Lacrosse	\$2,780	\$3,130	\$3,473
Head/Varsity Girl's Lacrosse	\$4,169	\$4,750	\$5,211
Assistant/JV Girl's Lacrosse	\$2,780	\$3,130	\$3,473

APPENDIX C  
OTHER SALARY SCHEDULES

1. OTHER SALARY SCHEDULES

	2013-14	2014-15	2015-16
(a) Continuing Education Teachers			
Salary per hour	\$28.82/hr	\$29.11/hr	\$29.40/hr
(b) Driver Education Teachers			
Classroom Theory	\$28.82/hr	\$29.11/hr	\$29.40/hr
Behind-the-Wheel Instruction	\$28.82/hr	\$29.11/hr	\$29.40/hr
(c) Summer Employment Stratford Teachers	\$28.82/hr	\$29.11/hr	\$29.40/hr
Curriculum Improvement Teachers	\$28.82/hr	\$29.11/hr	\$29.40/hr
(d) Home Instruction Teachers	\$28.82/hr	\$29.11/hr	\$29.40/hr
(e) On-Site Facilitator- Funworks	\$43.52/hr	\$43.96/hr	\$44.39/hr
On-Site Facilitator-Summer School	\$43.52/hr	\$43.96/hr	\$44.39/hr
(f) Extra-Curricular Activities	\$43.52/hr	\$43.96/hr	\$44.39/hr

2. High school faculty advisors of the following extra-curricular activities shall be given remuneration according to the following Index Schedule based on the sixth year maximum.

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
Student Council	\$2,664.23	\$2,690.87	\$2,717.78
Drama	\$2,664.23	\$2,690.87	\$2,717.78
Senior Class	\$3,044.68	\$3,075.13	\$3,105.88
Band	\$3,044.68	\$3,075.13	\$3,105.88
Ushers	\$2,093.58	\$2,114.52	\$2,135.66
Junior Class	\$1,713.14	\$1,730.27	\$1,747.57
Sophomore Class	\$1,427.22	\$1,441.49	\$1,455.91
Freshman Class	\$1,331.55	\$1,344.87	\$1,358.31
Future Business Leaders	\$1,331.55	\$1,344.87	\$1,358.31
Intramural Bowling	\$1,195.51	\$1,207.47	\$1,219.54
Drill Team (or equivalent)	\$1,331.55	\$1,344.87	\$1,358.31
High Steppers (or equivalent)	\$1,331.55	\$1,344.87	\$1,358.31
Comp. Marching Band	\$2,474.02	\$2,498.76	\$2,523.75

Principals of each school in which these activities take place shall be empowered to reimburse all advisors (not on above schedule) for reasonable out-of-pocket expenses. Each principal shall have a fund of one hundred and fifty dollars (\$150) for this purpose.

3. Middle School  
Extracurricular Activities

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
Flood	\$ 2,283.80	\$2,306.64	\$2,329.70
Wooster	\$ 2,283.80	\$2,306.64	\$2,329.70

4. General Conditions

(a) If a new position is established, the Board will notify the Association in writing and will negotiate over the appropriate salary for such position.

(b) All members of the professional staff (state and federally funded projects excluded) who work before or after or during the regularly scheduled work year will be paid according to their current daily wage rate.

APPENDIX D  
FMLA POLICY

STRATFORD BOARD OF EDUCATION

**FAMILY AND MEDICAL LEAVE ACT  
(FMLA)**

**POLICY**

**NOTICE:**

Nothing contained in this booklet other than the Federal requirements is intended.

The Stratford Board of Education intends to continue the plans described in this brochure indefinitely. But, since the future is unpredictable, the Board of Education reserves the right to change, suspend or end any plan, or any provision, benefit coverage or contributions under any plan at any time. This reservation applies to benefit for retirees. Retirees have no vested right to benefit plans.

In the event of conflict between these regulations and Federal law, the Federal law will prevail.

Neither this brochure nor any of the underlying plan documents constitutes a contract of employment.

Replaces Existing Policy dated September 27, 2004

Approved by the Stratford Board of Education, February 28, 2005

The Stratford Board of Education provides leaves of absences for certain family and medical reasons. In granting and administering such leaves, the Board will comply with the Federal Family Medical Leave Act of 1993. An employee who anticipates a leave should check with the Personnel Department to determine how the following guidelines apply to his or her specific circumstance.

### **Basic Family and Medical Leave**

**The Basic Entitlement:** An eligible employee is entitled to unpaid leave, however the Board of Education reserves the right to concurrently charge accrued sick, vacation, and personal time:

- To care for his or her child after birth or placement for adoption or foster care;
- To care for his or her son, daughter, spouse, or parent who has a serious health condition;  
or
- When a serious health condition makes the employee unable to do his or her job.

**(“FMLA Leave”).** When FMLA Leave applies, an employee will be entitled to up to 12 workweeks of unpaid leave during a 12 month period. Unless otherwise provided, the period during which an employee may take FMLA Leave will be determined on a rolling basis, measured backwards from the date upon which an employee uses any leave. For instance, an employee requiring FMLA in April will be entitled to up to 12 workweeks of leave less any leave taken since April of the prior year.

**Eligibility Requirements:** In order for an employee to be eligible for FMLA Leave, he or she must have been employed by the Stratford Board of Education for at least one year and must have worked a minimum of 1,250 hours during the previous 12 months. Leave entitlements may be limited in certain cases where both a husband and a wife are employed by the Board of Education and each is entitled to FMLA Leave. Note: This provision shall not apply to teachers in the context of a childrearing leave, which instead shall be governed by the collective bargaining agreement.

**Serious Health Condition:** A serious health condition includes an illness, injury, impairment, or physical or mental condition involving any period of incapacity or treatment related to in-patient care in a hospital, hospice, or resident medical care facility. It also includes any incapacity that requires the individual to be absent from work, school, or other regular daily activities for more than three calendar days so that the individual may receive continuing treatment from a health care provider. This can be a single treatment of more than three days, or a program of continuing treatment for a chronic or long-term health condition that is incurable or so serious that it would result in incapacity if not treated. It also includes treatment for prenatal care.

**Advance notice:** An employee who anticipates the need for FMLA Leave is required to request leave from the Personnel Department at least 30 days before the leave begins. If the need could not have been foreseen, the employee must make the request as early as possible, normally no more than one or two days after becoming aware of the need. Exceptions will be only in extraordinary circumstances.

**Medical Certification:** An employee taking FMLA Leave, maternity leave, or sick leave of more than five consecutive Stratford Board of Education work days must submit a written request and medical certification to the Personnel Department, unless otherwise allowed by collective agreement. The request must contain the reason for the leave, the length of the leave, and must contain or have attached a medical certification from a health care provider explaining the anticipated length of the absence and a brief description of the circumstances surrounding the request. The Stratford Board of Education may require an employee to obtain a second or third opinion at the Board of Education's expense. Note: This provision shall not apply to teachers in the case of the birth of a child, or the employee's own illness in which case the past practice between the parties shall control and teachers shall not be obligated to submit the medical certification form attached to this policy.

**Other Medical Certification:** While an employee is out on leave, the Board of Education may require additional reports regarding the employee's status and intent to return to work. For instance, the Board may require the employee to provide recertification(s) from a health care provider. The recertification must contain a status of the employee's condition, a verification of his or her inability to perform job functions, and an explanation that the leave must be continued. An employee who took FMLA Leave because of his or her own serious health condition will not be allowed to return to work without medical clearance. Note: In the context of childrearing leave, the recertification requirements shall not apply to teachers; rather the past practice shall control and teachers shall not be obligated to submit the medical certification form attached to this policy.

**Paid Leave Substituted for FMLA Leave:** Unless the employee is receiving Workers' Compensation or other disability benefits, the Board will substitute earned-paid leave for FMLA Leave as set forth below.

- The Board will substitute vacation leave when an employee cares for his or her child after the birth or placement for adoption or foster care; and/or when an employee cares for his or her son, daughter, spouse, or parent who has a serious health condition.
- The Board will substitute both vacation and sick leave when a serious health condition makes an employee unable to do his or her job.

In all cases where an employee is eligible for both paid leave and FMLA Leave, the Board will charge the paid leave against the employee's total FMLA Leave entitlement. In the event that no paid leave of any sort is available to an employee to substitute for FMLA Leave, FMLA Leave will be unpaid.

In cases where an employee is taking unpaid leave granted at the discretion of the Board of Education, and such leave would also qualify as FMLA Leave, the leave will be counted against an employee's total FMLA Leave entitlement.

The Board of Education will notify the employee that paid or unpaid leave is being substituted for, and counted against, FMLA Leave. Under most circumstances, this notice will be provided within four business days of the Board of Education learning that the FMLA Leave is being taken. The Board will normally notify the employee in writing or confirm oral notification in writing.

**Intermittent Leave:** Leave taken intermittently or on a reduced work schedule is permitted under this policy. In these cases, the Board will charge the leave against an employee's FMLA entitlement in units of one hour. That is, an employee who takes two and one-half hours leave as intermittent FMLA Leave will be charged three hours of FMLA Leave. Note: This provision shall not apply to teachers in the context of the employee's own illness; in that case the past practice shall control.

**Health Benefits:** The Board of Education will not discontinue group health insurance benefits during an employee's FMLA Leave. Employees making co-pay contributions to their health insurance must continue to do so. If paid leave is substituted for FMLA Leave, any co-pay contributions will be paid by the method used prior to the leave (payroll deduction). If the FMLA Leave is unpaid, insurance payments must be paid in the manner the Board designates. The Board will notify the employee in writing of the terms and conditions by which these payments must be made. If an employee chooses not to return to work after taking FMLA Leave, the employee will be required to reimburse us for premiums the Board of Education paid to maintain his or her health coverage.

**Returning to the Job:** An employee returning from FMLA Leave will be returned to his or her same position or to an equivalent position, except after a medical leave where the employee is medically unable to perform his or her original job. In such case, the Board will transfer the employee to suitable work, if available. If the employee would not have been employed at the time he or she returned from work, then the Board may not reinstate him or her. For example the Board of Education has no obligation to reinstate an employee who would have been laid off during his or her FMLA Leave.

Some higher-paid employees are considered "key employees". Such an employee will be advised at the beginning of his or her FMLA Leave that he or she is a key employee and, on that basis, may be denied restoration to the employee's position if the restoration will cause substantial and grievous economic injury to the Board of Education.

An employee who is unable to return to work after exhausting his or her FMLA Leave entitlement or who would not otherwise have been employed, will be separated from employment unless the Board has granted an extension of leave.

Note: In the case of a teacher returning to work in the same school year the leave commences, the teacher shall be returned to his/her same assignment in accordance with past

practice. If the teacher returns to work after the school year in which the leave commences, it is in the Board's discretion whether to return the teacher to the same assignment or a comparable one.

### **Maternity Leave and Transfer**

**The Basic Entitlement:** Employees are entitled to a reasonable leave of absence for disability resulting from pregnancy, which may occur both before and after birth of the child. An employee taking such leave must provide a medical certification from a health care provider in the same manner she would for FMLA Leave. Note: As noted above, the medical certification requirement of this policy shall not apply to teachers in the case of the birth of a child; rather, the past practice between the parties shall control.

**Interaction with the FMLA:** When an employee's disability also qualifies as a serious health condition under this policy, more than one type of leave shall run concurrently. When this happens, the leave will be counted against the employee's FMLA entitlement.

**Disability Benefits:** While on maternity leave, an employee will be eligible to receive the same disability benefits as an employee on a medical leave of absence. In the event no paid days are available, leave will be unpaid.

**Return to Work:** See "returning to the job" above.

**Transfer:** If a pregnant employee reasonably believes that continued work in her current position might cause injury to herself or the fetus, she should give written notice to the Board of Education. The Board will make a reasonable effort to transfer the pregnant employee to a suitable temporary position. Such an employee will not be eligible for a transfer without providing us written notice. Note: This provision shall not apply to teachers; rather the past practice between the parties shall control.