

CONTRACT
BETWEEN
BOARD OF EDUCATION OF THE TOWN OF THOMPSON
AND
THE THOMPSON EDUCATION ASSOCIATION

July 1, 2015

through

June 30, 2018

ALPHABETICAL LISTING OF CONTRACT TOPICS

A

Absence-Leave of	Article XVI	15
Administrative Differentials	Appendix B	37-40
Agreement - Successor	Article III &	2
	Article XXVIII	25
Annuity - Deduction	Article XXIX D3	26
Appointments	Article VIII	9
Assault	Article XI	11
Assignments - Teaching	Article VI	4
Athletic Director-Employment Year	Article V B	4
Analysis of Sick and Personal Days	Article XXXVIII	30
Attendance Incentive	Article XIX	17

B

Benefits - Insurance	Article XXVI	21-24
Bereavement Leave	Article XX	17
Board's Rights	Article I D	1

C

Calendar - School	Articles IV, V	2, 3
Car Mileage	Article XXXIX	30
Change - of Contract	Article I C	1
Child Rearing - Leave	Article XV	14-15
Complaint Against Teacher	Article XXXV	29
Consent	Article I C	1
Contract - Duration	Article XV	33

D

Deductions - Payroll	Article XXIX	25-26
Degree Definitions	Article XXII	19
Department Heads - Employment Year	Article V B	4
Differentials - Salary (Special Classifications)	Appendix B	40
Discipline - Teacher	Article XXXV	29

ALPHABETICAL LISTING OF CONTRACT TOPICS

Dismissal - Teacher	Article XXXV	29
Dues - Deduction	Article XXIX C	25
Dues - TEA	Article XXIX C	25
Dues - Authorization	Appendix C	41
Duration - Contract	Article XLV	33
Duty - Extra Pay for Extra Duty	Article XXIV	19
Duty to Negotiate	Article III	2

E

Early Retirement Incentive	Article XLI	30
Emergency Days	Article XX lb	17
Emergency Meetings	Article IV B	3
Employee	Article II A	1
Employment Year - Special Classifications	Article V	3
Employment Year - Teachers	Article V	3
Evaluation Safeguard Provisions	Article XXXVI	29
Extra Curricular Activities Salaries	Appendix B	37-40
Extra Curricular Payments	Article XLIV	32
Extra Pay for Extra Duty	Article XXIV	19

F

Fees - Representation	Article XXXII	26-28
File - Teacher's	Article XXXV	29
Funds for Professional Materials	Article XXXIII	28

G

General Provisions	Article XIV	13
Grievance Procedure	Article VII	5-8
Guidance - Employment Year	Article V B	4

H

Homebound Instruction	Article XXVII	24
Hours - Working	Article IV	2-3

ALPHABETICAL LISTING OF CONTRACT TOPICS

I

Increments - Longevity	Article XXI	18
Injury - of Teacher	Article XI	11
Insurance Benefits	Article XXVI	21-24

J

Jury Duty	Article XXXI	26
Just Cause	Article XXXV	29

L

Leave - Analysis Sick & Personal Days	Article XXXVIII	30
Leave - Bereavement	Article XX 2	18
Leave - Child Rearing, Pregnancy	Article XV	14-15
Leave - of Absence	Article XVI	15
Leave - other than contract	Article XX A 1 (e)	18
Leave - Sabbatical	Article XVII	15
Longevity - Increments	Article XXI	18

M

Materials - Professional	Article XXXIII	28
Medical/Sick Leave	Article XIII	12
Meetings - Teachers	Article IV	2
Membership - Dues	Article XXXII	26-28
Mentor Program	Article XLII	31
Mileage - Reimbursement	Article XXXIX	30

N

Negotiate	Article I A	1
Negotiate - Duty to	Article III	2
Negotiation Information	Article III B	2
Non-Resident Teachers	Article XL	30

O

Orientation	Article V A	3
-------------	-------------	---

ALPHABETICAL LISTING OF CONTRACT TOPICS

P

Parents - Day-Night	Article XVIII	16
Pay - Extra Pay for Extra Duty	Article XXIV	19
Payroll Deductions	Article XXIX	25-26
Payment Schedule	Article XXIX D	25
Personal Days	Article XX	17-18
Placement on the Salary Schedule	Article XXV	20-21
Preamble	Article I	1
Pregnancy - Leave	Article XV	14-15
Preparation Periods	Article IX	10
Professional Appointments & Promotions	Article VIII	9
Professional Days	Article XX 1c	17
Professional Materials	Article XXXIII	28
Programs - Special School	Article XXVII	24
Promotions	Article VIII	9
Protection - of Teachers	Article XI	11
Provisions - General of Teachers	Article XIV	13

R

Reading Consultant Employment Year	Article V B	4
Recall - Separation and	Article XXXIV	28-29
Recognition	Article II	1
Reimbursement-Fees & Travel - Prof. Days	Article XX	17-18
Reimbursement - Tuition	Article XXXVII	29
Representation Fees	Article XXXII	26-28
Retirement	Article XII	11

S

Sabbatical Leave	Article XVII	15-16
Salary - Special Classifications	Appendix B	40
Salary - Extra Curricular	Appendix B	37-40
Salary - Notification	Article X	10
Salary - Placement on Salary Schedule	Article XXV	20-21
Salary Schedule 2015-2016	Appendix A-1	34
Salary Schedule 2016-2017	Appendix A-2	35
Salary Schedule 2017-2018	Appendix A-3	36
Salaries - Staff	Article XXIII	19
School Calendar	Article IV, V	2, 3
School Year	Article V	3

ALPHABETICAL LISTING OF CONTRACT TOPICS

Separation and Recall Procedures	Article XXXIV	28-29
Severability	Article XXX	26
Severance Pay	Article XII	11
Sick Leave	Article XIII	12-13
Signature Block		33
Special Classification - Employment Year	Article V B	4
Special Classification Salary Diff.	Appendix B	40
Special School Programs	Article XXVII	24
Substitutes	Article II A	1
Successor Agreements	Article III A	2
Successor Agreement	Article XXVIII	25
Suspension - Teacher	Article XXXV C	29

T

Teacher	Article II	1
Teaching Assignments	Article VI	4
Transfers	Article VIII	9
Tuition - Reimbursement	Article XXXVII	29

V

Vacancies	Article VIII B	9
-----------	----------------	---

W

Working Hours	Article IV	2-3
---------------	------------	-----

Y

Year - Employment	Article V	3
Year - School	Article V	3

CONTRACT
THE BOARD OF EDUCATION AND THE TOWN OF THOMPSON
AND
THE THOMPSON EDUCATION ASSOCIATION

ARTICLE I
PREAMBLE

A. This Agreement is negotiated under Section 10-153b through 10-153j of the General Statutes of the State of Connecticut, as amended, in order (a) to fix for its term the salaries and all other conditions of employment provided herein, and (b) to encourage and abet effective and harmonious working relationships between the Board and the professional staff in order that the cause of public education may be served.

B. The Board and the Association recognize the importance of responsible participation by the entire professional staff in the educational process, planning, development and growth. To this end they agree to maintain communication to inform about programs, to guide in development and to assist in planning and growth through the executive agent of the Board, the Superintendent.

C. This Agreement shall be maintained by the Board and the Association in the subject areas covered by the Agreement for the duration of the Agreement unless changed by the consent of both parties. Such consented change shall be in writing and in accordance with Article XXX provided herein.

D. It is recognized that the Board has and will continue to retain, whether exercised or not, all statutory rights, responsibilities and prerogatives to direct the operation of the school system in all its aspects in accordance with state statutes and/or as stated in this Agreement.

ARTICLE II
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative for all certified professional employees of the Board who are employed by the Board in positions requiring a teacher's certificate or a durational area shortage permit, other than temporary substitutes, and those who are excluded in Section 10-153b of the Connecticut General Statutes.

B. Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement shall refer to all bargaining unit employees provided for in Section A.

C. Employees holding a durational shortage area permit ("DSAP") shall be covered by all terms and conditions of this Agreement, except as follows:

1. Separation and Recall Procedures as listed in Article XXXIV
2. A DSAP holder shall not accrue seniority or length of service for any purpose in the Thompson Public Schools, or be entitled to tuition reimbursement pursuant to Article XXXVII. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained by the Board as an employee after receiving such certification, with no break in service, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of hire by the Board.
3. The Board shall have the right, in its sole discretion, not to renew and/or terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.

ARTICLE III DUTY TO NEGOTIATE

A. Not less than two-hundred ten (210) days prior to budget submission of the year preceding the expiration of the Agreement, the Board agrees to negotiate in good faith with the Association, pursuant to the applicable provisions of the Connecticut General Statutes as amended, to secure a successor agreement relative to all matters concerning salaries and all other conditions of employment. The Agreement so negotiated shall bind and inure to the benefit of the Board and all members of the unit and shall be reduced in writing and signed by the Board and the Association.

B. Each party agrees, upon a reasonable and timely request, to exchange all information in its possession, except privileged information, necessary for the purpose of contract administration and collective bargaining.

ARTICLE IV WORKING HOURS

A.1. The Board reserves its right to establish regular working hours for its teachers. Any daily working hours that might be extended beyond seven and one-quarter ($7\frac{1}{4}$) hours for classroom teachers by unilateral Board action would be compensated by the Board by $n/(7\frac{1}{4})$ where n equals the amount of daily time in excess of seven and one-quarter ($7\frac{1}{4}$) hours.

2. Teachers under normal daily conditions are expected to be in attendance a maximum of seven and one quarter (7¼) hours. This time is to be allocated as best fits the need of the school in which the teacher is working. Of the time exclusive of the student day, no more than thirty (30) minutes may be used for preparation time (Article IX) or student supervision. Any time beyond thirty (30) minutes may be used for staff contact. Nothing in this clause will alter conditions set by Article IX.

B. Teachers' Meetings

1. Staff, committee, and professional development meetings, etc. may be scheduled by an administrator at any time and, except for an emergency, upon reasonable notice. Members are to be in attendance unless excused by the administrator. Such meetings will normally not exceed one hour in length beyond the school day for any given school and two (2) hours in length beyond the earliest school schedule for system-wide matters. Such meetings for system-wide matters shall not exceed four (4) in any school year. Meetings required by building principals shall not exceed two (2) per month in any school year

2. Meetings called on a one-half (1/2) school day basis may exceed, when necessary, the regular dismissal time of teachers by a maximum of one (1) hour. All teachers are to be in attendance at these meetings. Principals and/or the Superintendent may excuse a teacher, if necessary, for that period of time which exceeds the teacher's normal school day.

ARTICLE V
EMPLOYMENT YEAR

A. Teacher Employment Year

1. Except as modified by Section 2 below, the scheduled employment year of teachers may begin two (2) days prior to the district-wide meeting day. The district-wide meeting day session shall begin one (1) day prior to the opening of school and shall not exceed four (4) hours in length.

2. Effective July 1, 2013, the teacher employment year shall be one hundred eighty-five (185) days of which 181 are student days. The Wednesday preceding Thanksgiving Day will be a designated day off for the duration of the contract.

3. If professional personnel are requested to work in excess of their employment year, they will be paid on a pro-rated basis by n/x , where x equals their total number of working days and n equals the number of days in excess of x .

B. Special Classification Employment Year

1. Guidance staff and the athletic director shall work four (4) weeks in excess of the regular school year.
2. The reading/language arts consultant shall work two (2) weeks in excess of the regular school year.
3. The department heads' normal work year is the regular school year.

ARTICLE VI
TEACHING ASSIGNMENTS

A. Teachers initially employed by the Board shall receive their building, grade and/or subject assignments from the Superintendent's office.

B. Teachers already in the system shall receive notification of their program for the ensuing school year prior to the close of the current school year if reasonably possible.

C. Teachers shall be notified in writing of any changes in their programs and schedules for the ensuing school year, including the schools to which they will be assigned, the grades and/or assignments that they will teach, and any special or unusual classes or assignments that they will have. In the event of a change in circumstances or conditions, such assignments may be changed with prompt notice, in writing, stating the reasons to the teacher.

D. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned to subject and/or grades or other classes outside the scope of their teaching certificate. This provision shall not prohibit the Superintendent from assigning teachers to cover classes on a short-term, temporary basis or from hiring permanent substitutes.

E. Teachers' program preference requests for subject and/or grade shall be given careful consideration by the administration.

F. In arranging schedules for teachers who are assigned to more than one school, a reasonable effort shall be made to limit the amount of inter-school travel.

ARTICLE VII
GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems arising under the specific terms of this Agreement or which affect the welfare or working conditions of teachers. Only grievances alleging a violation, misinterpretation, or misapplication of a specific provision or provisions of this Agreement may be processed through Level 4 - Arbitration. Grievances dealing with problems that affect the welfare or working conditions of teachers may be processed through Level 1-Building Principal.

B. Definitions

1. "Grievance" shall mean a claim based upon an event or condition which affects the welfare or conditions of employment of a teacher or group of teachers and/or arising from an alleged violation of this Agreement.

2. "Teacher" for purposes of this article shall mean any member of the bargaining unit and may include a group of bargaining unit members similarly affected by a grievance.

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

4. "Days" shall mean days when school is in session.

C. Time Limits

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

2. If a teacher does not file a grievance in writing within twenty (20) days after he/she knew, or should have known, of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

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

D. Informal Procedures

1. Nothing in the Agreement shall be construed as limiting the right of any individual teacher having a grievance to discuss it with any appropriate member of the administration and to have the grievance adjusted without the intervention of the Association. The teacher may have another member of the Association be present at such discussion.

2. If the teacher is not satisfied with the informal disposition of his/her grievance, he/she shall have the right to have the Association assist him/her in further efforts to resolve the problem informally with any appropriate member of the administration.

E. Formal Procedures

1. Level One-Building Principal

a. If an aggrieved teacher is not satisfied with the outcome of informal procedures, or if he/she has elected not to utilize such procedures, he/she may present his/her claim as a written grievance to the building principal within twenty (20) days after he/she knew, or should have known, of the act or conditions on which the grievance is based. Such grievance shall include a statement of the facts supporting the claim, the provision(s) of the contract allegedly violated, and the remedy requested.

b. The Principal shall give his/her written decision and the reasons therefore to the aggrieved teacher, with a copy to the Association, within five (5) days of the receipt of the written grievance.

2. Level Two-Superintendent

a. If an aggrieved teacher is not satisfied with the disposition of his/her grievance at Level One, he/she may present his/her claim as a written grievance to the Superintendent within five (5) days after the decision, or within eight (8) days after the meeting.

b. The Superintendent shall, within ten (10) days after receipt of the grievance, meet with the aggrieved teacher and with up to two (2) representatives of the Association and such other additional parties designated by the Superintendent as are necessary for the purpose of resolving the grievance.

c. The Superintendent shall, within five (5) days after the meeting, render his/her decision and the reasons therefore in writing to the aggrieved teacher with a copy to the Association.

3. Level Three-Board

a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within three (3) days after the decision, or within eight (8) days after the Level Two meeting, request in writing to the president of the Association that his/her grievance be submitted to the Board for a hearing.

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

c. The Board shall, no later than the next regularly scheduled Board meeting occurring at least fourteen (14) days after the Board Chairperson's receipt of the Association's submission of the grievance, meet with the aggrieved teacher and with representatives of the Association for the purpose of hearing and/or resolving the grievance.

d. The Board shall render its decision and the reasons therefor in writing to the aggrieved teacher, with a copy to the Association, within ten (10) days following the Board's grievance hearing.

4. Level Four - Arbitration

a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Three, he/she may, within three (3) days after the decision, or within fifteen (15) days after the Board meeting, request in writing to the president of the Association that his/her grievance be submitted to arbitration.

b. The Association may, within five (5) days after receipt of such request submit a grievance alleging a violation of one of the specific provisions of this Agreement to arbitration by so notifying the Superintendent in writing.

c. The Superintendent or his/her designee and the president of the Association or his/her representative, shall, within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days after the filing of the notification for arbitration, the Association may, within five (5) additional days (a total of ten (10) days after the Association has filed a claim for arbitration), submit the grievance to a binding arbitration by filing a demand for arbitration with the American Dispute Resolution Center (ADRC). Such submission shall set forth the provision or provisions alleged to have been violated by the Board and shall be filed simultaneously with the Superintendent. The Association shall pay the filing fee.

d. The arbitrator selected shall hold such hearings with the aggrieved teacher and other parties in interest as he/she shall deem requisite.

e. The arbitrator shall render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning, and conclusion on the issues submitted. The arbitrator shall render his/her decision within thirty (30) days of the hearing, unless the parties mutually agree to give him/her a written extension of time. The arbitrator shall be bound by the specific terms of this Agreement and he/she shall have no authority to add to, subtract from, or in any way modify its terms. The decision of the arbitrator shall be final and binding on all parties and shall be the exclusive remedy for breach of this Agreement. In any action to determine the arbitrability of the claim in dispute, which must be filed prior to the commencement of the arbitration hearing, the issue of arbitrability shall be deemed a question of law for the court to determine, provided, neither party waives its right to appeal the arbitrator's award pertaining to such grievances as permitted by law.

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

F. Rights of Teachers to Representation

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

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

3. The Association may, if it so desires, call upon the professional services of the Connecticut Education Association for consultation and assistance at any stage of the procedure. The Board may call upon professional services and/or legal aid at any stage of the procedure.

G. Miscellaneous

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

2. Forms for filing and processing grievances, and other necessary documents, shall be prepared jointly by the Superintendent and the Association, and made available through the Association so as to facilitate operation of the grievance procedure.

ARTICLE VIII
PROFESSIONAL APPOINTMENTS AND PROMOTIONS

A. The term "vacancies" as used in this section means any open professional position within the bargaining unit which requires teacher certification or which pays a salary differential and/or involves an additional or higher level of responsibility. The Board reserves the right to determine whether the position in question involves the additional or higher level of responsibility.

B. Vacancies that are caused by death, retirement, discharge, resignation or by the creation of a new position shall be filled pursuant to the following procedure after any transfers are made.

1. The existence of a vacancy shall be adequately publicized, both within and outside the system, including a notice in every school (by posting or otherwise) as far in advance of the date of filling such vacancy as is possible (at least ten (10) days in advance, except in emergencies). When the need to fill a vacancy arises during the summer months, notice of such summer vacancies shall be sent by mail or e-mail to the Association President and to each staff member who submits a written request to the Superintendent, prior to the end of the school year, to be notified of vacancies arising during the summer months.

2. Teachers currently employed by the Board who desire to apply for such vacancies shall file a letter of interest with the Superintendent or his/her designee within the time limit specified in the notice and shall be granted an interview with the Superintendent or his/her designee. Teachers currently employed by the Board shall not be required to submit letters of reference when applying for vacancies. If the Superintendent determines that a current teacher's request for appointment to a vacant position should be granted, the Administration shall so notify the teacher prior to interviewing external candidates for the vacancy.

3. Professional appointments/promotions within the Thompson School System shall be based upon knowledge, ability, skill, efficiency, ability to perform the essential functions of the job, character and the needs and best interests of the school system.

4. All parties applying for a position shall be notified of the decision of the Superintendent in writing.

5. All positions listed in Appendix B, Extra Curricular Salaries, shall be posted annually by the 15th of May each year in accordance with this Article. Each position must be applied for in writing and all candidates for the positions shall be notified in writing of the decision regarding that position within thirty (30) days of the posting. If reposting of a particular position is needed, the Superintendent may use his/her discretion regarding the number of repostings and the length of reposting. No position will be filled by administrative assignment.

C. Vacancies that exist in a Saturday School/Summer School program shall be filled pursuant to the following procedure.

1. Teachers employed by the Thompson Board of Education shall be given the next opportunity to fill any vacancy in the Saturday School/Summer School program.

2. Teachers who served in the previous year's Saturday School/Summer school program shall be given first opportunity to fill any vacancy in their certified areas.

3. In the event of more than one teacher applying for the vacancy, the appointment shall be made based on the following criteria.

- a. Certification (Pre-K-8, 7-12),
- b. Greatest length of continuous service in Thompson,
- c. Skill and ability as determined through written evaluations,
- d. Greatest total length of public school service,
- e. Highest degree status.

ARTICLE IX PREPARATION PERIOD

The Board shall provide each teacher with a minimum of two hundred (200) minutes weekly for preparation. This time will be provided in minimum units of fifteen (15) minutes during the official student day. Those teachers who are not directly involved with supervision during the arrival and/or dismissal of students may have no more than thirty (30) minutes per day scheduled as a preparation period before or after the official student day. It is understood in providing this preparation time, the administration will not detract from the maximum instructional time of students and will be in keeping with the educational goals of the school.

ARTICLE X SALARY NOTIFICATIONS

A. The Board will provide each new teacher with a written salary notification stating the teacher's beginning salary according to the Teachers' Salary Schedule.

B. Prior to the end of each school year, all teachers will be provided with an analysis of service and analysis of salary calculations (including any military service). Each teacher will sign one copy of this document to indicate that it is correct according to the teacher's calculation as well as the Superintendent's calculation.

C. Individual supplemental salary notifications shall be issued for extracurricular activities such as coaching, yearbook, etc. each year.

D. Candidates applying for a stipend position will be notified in writing as to the appointment approved by the Board.

ARTICLE XI PROTECTION OF TEACHERS

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

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

C. The Board shall protect and save harmless any member of the bargaining unit from financial loss and expense in accordance with Connecticut General Statutes § 10-236a, as amended.

D. Whenever possible, when a student is assigned to a teacher, the administration shall notify the teacher prior to placement if such student has a known history of aggressive and/or violent behavior.

ARTICLE XII SEVERANCE PAY

A. Each teacher with a minimum of seventeen (17) years of experience in the Thompson Public Schools and employed prior to July 1, 1995, shall be paid the following amounts upon retirement from the Board:

Retire in 2004-2008 - 1.8% of the 1997-98 salary, times the number of years of service in Thompson, up to a maximum of twenty-five (25) years.

Retire in 2009-2013 - 1.6% of the 1997-98 salary, times the number of years of service in Thompson, up to a maximum of twenty-five (25) years.

Retire in 2014-2016 - 1.5% of the 1997-98 salary, times the number of years of service in Thompson, up to a maximum of twenty-five (25) years.

B. Years of service for retirement severance pay will be based upon years of employment by the Board. Those teachers hired after July 1, 1989, shall be able to use

only full-time service with the Thompson Board of Education to qualify for retirement supplement severance pay compensation.

C. In order to be eligible for the payment in the calendar year of retirement, employees must notify the Superintendent before January 1st of the calendar year of retirement of the employees' intent to retire and the employees' payment election (for tax deferral purposes). Eligible employees may elect to receive this payment on July 1st of the calendar year of retirement, or split this payment between July 1st of the calendar year of retirement and the following January 5th. If notification of retirement and payment election is after January 1st of the calendar year of retirement, the teacher shall be eligible to receive this benefit by or after July 1st of the calendar year following retirement. Eligible employees may elect to receive this payment on July 1st of the calendar year after retirement, or split this payment between July 1st and of the calendar year following retirement and the following January 5th.

ARTICLE XIII MEDICAL/SICK LEAVE

A. Teachers shall be entitled to medical sick leave for personal illness, to attend to an ill person in their household, or to attend to an ill parent or spouse's parent with full pay up to fifteen (15) working days in each year. Unused medical sick leave shall be accumulated to one hundred sixty-five (165) days as long as the teacher remains in the service of the Board. A physician's statement may be requested by the Superintendent after absence for five (5) consecutive school days. The Superintendent, however, may request medical evidence for frequent or unusual patterns of absence. In the event a teacher has been advised by a physician that a medical condition exists that will result in the teacher being absent for two or more weeks, the teacher shall provide a physician's statement indicating the anticipated duration of the absence.

B. Having accumulated a total of one-hundred sixty-five (165) unused sick days as described in Paragraph A, over a term of ten (10) years or more, a teacher shall be paid on or before June 30 of each school year for each unused sick day in excess thereof at the current daily certified substitute's pay rate up to a maximum of fifteen (15) days. Only teachers employed by the Board on the last day of the school year will be eligible for this benefit.

C. Extended Leave for Medical Reasons/Leave for Civil Union Partners:

1. If a teacher has entered into a civil union under Connecticut law, and the teacher's civil union partner has a serious illness as such term is defined under the federal FMLA as it may be amended from time to time, the teacher may request that he/she be granted an unpaid leave to care for his/her civil union partner. If requested under such conditions, the Board shall grant the teacher an unpaid leave on the same terms and conditions set forth in the federal FMLA as may be applicable to a married individual.

2. The Board shall grant a tenured teacher suffering from a serious, life-threatening, long-term illness an extended leave of absence for medical reasons, once a tenured teacher has exhausted his/her accumulated sick leave. A tenured teacher granted an extended sick leave shall receive the difference between his/her per diem rate of pay and the substitute's per diem rate for the remainder of the school year in which leave is granted or for a period of sixty (60) consecutive work days in the event illness extends into the subsequent contract year. This leave may be granted more than once during the course of a teacher's employment at the discretion of the Board. At the commencement of and during the course of leave granted for medical reasons, the Superintendent may require an employee to provide a statement from his/her physician indicating the anticipated date the employee will return to work and indicating the employee's ability or inability to perform the essential functions of his/her position. The Superintendent may require the employee to undergo an examination by a Board-appointed physician at Board expense to verify this information. In the event either physician indicates that the employee is likely to be permanently incapacitated such that he/she will be unable to perform normal duties, the Board may commence termination proceedings pursuant to §10-151 of the Connecticut General Statutes.

The Board may grant a non-tenured teacher in good standing suffering from a catastrophic illness an extended leave of absence once a non-tenured teacher has exhausted his/her accumulated sick leave. A non-tenured teacher granted an extended sick leave shall receive the difference between his/her per diem rate of pay and the substitute's per diem rate for the remainder of the school year in which leave is granted or for a period of sixty (60) consecutive work days in the event the illness extends into the subsequent contract year. At the commencement of, and during the course of, leave granted for medical reasons, the Superintendent may require an employee to provide a statement from his/her physician indicating the anticipated date the employee will return to work and indicating the employee's ability or inability to perform the essential functions of his/her position. The Superintendent may require the employee to undergo an examination by a Board-appointed physician at Board expense to verify this information. In the event either physician indicates that the employee is likely to be permanently incapacitated such that he/she will be unable to perform normal duties, the Board may commence termination proceedings pursuant to §10-151 of the Connecticut General Statutes.

ARTICLE XIV GENERAL PROVISIONS

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

ARTICLE XV
CHILD-REARING LEAVE

A. In the case of a birth, adoption and/or the legal fostering of a child, any teacher shall have the right to apply for a leave without pay for child-rearing purposes.

B. In cases where both spouses may be teachers in this school system, both persons shall be entitled to such leave.

C. In the case of female teachers, the application for child rearing may be made to become effective immediately upon the termination of the pregnancy leave.

D. Child-rearing leave may be granted for a period of up to the end of the school year in which the birth, adoption, or legal fostering of the child occurs. In the absence of extenuating circumstances, teachers shall notify the Superintendent, in writing, of their intent to request such leave at least three (3) months prior to the expected date of commencement of such leave. At the option of the Board, upon the written request of the teacher, such leave may be extended for one additional school year. Requests for extensions for such leave must be made at least three (3) months prior to the expiration of the first period thereof.

E. Where the birth, adoption or legal fostering of a child is anticipated during the first month of a school year and a child-rearing leave is being requested, the child-rearing leave must commence at the start of the school year.

F. Where a child-rearing leave is requested, the teacher requesting such leave shall not be permitted to return to the school system following such leave during the last month of the school year.

G. Where a teacher who has been granted a child-rearing leave returns to the system at any time other than the start of the school year, such teacher may be assigned to any position decided upon by the Superintendent so long as such assignment is within the certification of such teacher, it being the purpose of such assignment not to interfere with or disrupt the instruction of the pupils, particularly where such pupils may have commenced their instruction with a teacher who was assigned to such pupils at the start of the school year.

H. It is understood that non-tenured teachers who elect a child-rearing leave of absence shall waive their guarantee of return to the same or similar position and shall be deemed to have resigned if they do not return after the termination of their leave as defined in this Article.

I. The dates for the commencement and termination of child-rearing leave shall in all cases be subject to and based upon a finding and determination by the Board that such leave will not substantially interfere with the administration of school or with the education of the pupils.

J. A teacher who becomes sick or disabled due to pregnancy or childbirth shall, upon her request, be placed on sick leave for childbearing purposes.

ARTICLE XVI LEAVE OF ABSENCE

A. Any tenured teacher may request a one-year leave of absence, without pay, to travel, continue studies etc. Exceptions in reference to non-tenured teachers may be granted by the Board.

B. With regard to any leave of absence granted to a teacher under any section of this Agreement, the following rules shall apply: An employee intending to return from a paid or unpaid leave at the commencement of an academic year shall file a notice of such intention with the Superintendent on or before the March 1 preceding the scheduled date of return. Employees required to return on a date other than at the commencement of an academic year shall file a notice of intent to return by or on the date established by the Board at the commencement of the leave. An employee who fails to file a notice of intent to return with the Superintendent by the required date shall be deemed to have resigned from the employ of the Board effective on the notice of return date.

ARTICLE XVII SABBATICAL LEAVE

The Superintendent shall review and may approve worthwhile programs of independent work subject to the following conditions:

A. No more than two (2) members of the total staff shall be absent on sabbatical leave at any one time. Only tenured teachers will be considered to be eligible.

B. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be required by the Board no later than March 1 of the year preceding the school year in which the sabbatical is requested. It is understood that the deadline of March 1 may be waived at the discretion of the Superintendent when fellowships, grants, or scholarships awarded later in the year make such a deadline unreasonable.

C. Upon the recommendation of the Superintendent and approval of the Board, a regularly employed teacher with at least seven (7) consecutive full school years in the Thompson School System may be granted one (1) year leave of absence to pursue a full time program of advanced study at an accredited college or university. During such leave the teacher's contingent fringe benefits shall remain in effect. For the purpose of placement on the salary scale this leave of absence shall be considered a year of teaching service and shall be counted as a teaching year in relation to accrual of seniority and

longevity benefits. Under no circumstances will a sabbatical leave be granted for the purpose of obtaining a state required master's or a fifth year, the certification required for Professional Educator's certificates.

D. Prior to the granting of such leave, an applicant shall enter into a written agreement with the Board, in a form specified by the Board, that upon termination of such leave, he/she shall agree to return to employment in the system for one (1) full year. In the event the teacher does not return, the teacher shall reimburse the Board fully for all benefits received during the sabbatical leave.

E. Any teacher on sabbatical will not be allowed to be engaged in gainful employment within any school or school district, except as such employment may be approved in relation to the sabbatical, during the months engaged in the pursuit of course work or thesis writing. Violation of this condition will result in the cessation of sabbatical payments and mandate the repayment of previous sabbatical payments.

F. The Board shall hold a position open for a teacher returning from sabbatical leave.

G. In determining requests for sabbatical leave, the Superintendent and Board shall carefully consider a proposed program in relation to the value that it will have for the individual teacher and for the Thompson School System as well as the fiscal impact of such leave in relation to the needs of the school district. The Board, in approving requests for sabbatical leave, would expect such a request to have a definite value for the improvement of the quality of education in the Thompson School System. A written explanation of any rejected request for sabbatical leave will be sent to the candidate no later than five (5) days following Board action. This written explanation shall indicate why the request does not have sufficient value for the improvement of the quality of education in the Thompson School System. The determination of whether to grant such leave is solely within the discretion of the Board and its Superintendent.

ARTICLE XVIII PARENTS' DAY/NIGHT

Up to four (4) parents' day-night programs may be held in any one (1) school year. Parents' day/night programs will be held at the discretion of the Principal or Superintendent. Parents' day/night programs will be a maximum of three and one-half (3 1/2) hours per day-night program. If the program is scheduled for one session longer than two (2) hours, the school day will be on an early dismissal schedule. Inter-school personnel shall be required to attend a maximum of three parents' day-night programs per school year. On such days any teacher who may experience a definite hardship in relation to attending the evening program may request to be excused. The Superintendent will exercise his/her judgment in relation to any request and his/her decision in this matter will be final.

An administrator shall be present in each school for the duration of the parents programs.

ARTICLE XIX ATTENDANCE INCENTIVE

The Board recognizes that teachers need to be absent at times for valid reasons, but all such absences are disruptive and detrimental to the educational process. Each teacher who has perfect attendance, with an exception for special leave (i.e. approved leaves of absence, but not including sick leave or personal leave), for an entire quarter (i.e. approximately each nine weeks of the school year) will receive a bonus of twenty-five dollars (\$25). A teacher who has perfect attendance for an entire year shall receive an additional bonus of one-hundred dollars (\$100). The perfect attendance bonus shall be paid in the first pay period of the following quarter with all applicable deductions withheld.

ARTICLE XX PERSONAL, PROFESSIONAL AND BEREAVEMENT LEAVES

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

1. Personal Leave - not to exceed six (6) working days

a. Personal days - as many as three (3) days of the six (6) days allowed in Paragraph A, Section 1, may be taken for personal reasons. Personal reasons are defined as those to conduct personal or family business that cannot be conducted at any other time. Personal days are normally granted in units of one-half (1/2) day. No more than six (6) personal days will normally be allowed among professional staff on any given day. (2 elementary, 2 middle, 2 high school) Personal days may not be taken immediately prior to or immediately after a school holiday, vacation period, or long weekend without the consent of the Superintendent.

b. Each teacher may be granted one (1) emergency day of the six (6) days allowed in Paragraph A, Section 1. An emergency day is defined as absence for a personal or family reason that develops unexpectedly wherein there is no time to ask for a personal day. Emergency days are normally granted in units of one-half (1/2) day. The appropriate form for requesting an Emergency Day must be submitted by the teacher upon the first school day back to work.

c. As many as three (3) days per year of the six (6) allowed in Paragraph A, Section 1, may be taken for attendance at a professional conference or an institute of an educational nature. Such attendance is at teacher's expense. The administration may request a teacher to attend a conference as part of their professional growth activities. In such cases, the Board will assume the cost of registration, meals - breakfast not to exceed ten dollars (\$10.00); lunch not to exceed twenty dollars (\$20.00);

and dinner not to exceed forty dollars (\$40.00), when not included in the registration fee, total meal reimbursement not to exceed fifty dollars (\$50.00) per day. Registration fees for such conferences or institutes which exceed seventy-five dollars (\$75.00) shall be paid in advance by the Board when such payment is a prerequisite to registration. Requests for advance payment must be made at least one month prior to the registration date.

d. Religious holidays - As many as three (3) of the six (6) personal days may be used for the serious observation of, and participation in, religious holiday activities.

e. Application for leave in the provisions above shall be made to the Superintendent, or in his absence, the appropriate principal, at least seventy-two (72) hours before taking such leave (except in the case of extreme emergencies).

2. Bereavement Leave

a. Bereavement leave shall consist of four (4) consecutive school days for each death in the immediate family. The immediate family means spouse, son, daughter, parent, brother, sister, grandparents, grandchildren, foster parents, or spouse's immediate family.

b. Upon advance request to and at the discretion of the Superintendent, leave with full pay may be allowed to attend the funeral of a close friend or relative, and in cases of undue hardship such leave may be extended up to four (4) consecutive calendar days.

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

C. For unpaid leaves of absence, the rate of deduction shall be $1/n$ of the year's basic salary, where n equals the number of days the teacher is employed.

D. The Board shall pay all expenses, including registration fees and traveling expenses at the current rate approved by the Board to any teacher attending a meeting as a representative of the Thompson School System, providing said teacher has been requested to attend meetings by the Superintendent or has the Superintendent's approval for the allocation of funds. A minimum of one-thousand dollars (\$1,000) must be appropriated in the budget each year for said expenses.

ARTICLE XXI LONGEVITY INCREMENTS

Longevity payments for experience in the Thompson School System as a teacher shall be applied to those teachers hired prior to July 1, 1995:

Six hundred dollars (\$600) in addition to the salary schedule is to be paid at the beginning of the 15th, 18th, 24th and 30th years of experience as a teacher in the Thompson Public Schools, effective July 1, 1986.

ARTICLE XXII DEGREE DEFINITIONS

The salary schedules listed in Appendix B of this Agreement shall be interpreted and applied in accordance with the following definitions:

Bachelors - A baccalaureate degree earned at an accredited college or university.

Masters - A master's degree earned at an accredited college or university; or the completion of thirty (30) credits beyond the baccalaureate degree in a program approved by an accredited college or university; or the completion of thirty (30) credits beyond the baccalaureate degree which are applicable toward the necessary requirements for a Professional Educator's certificate.

Sixth Year - A second master's degree in a discipline other than the discipline in which the initial master's degree was attained; or the completion of thirty (30) credits beyond the master's degree in a program approved by an accredited college or university; or a "sixth-year certificate" from an accredited college or university.

Doctorate - A doctor's degree earned at an accredited college or university.

ARTICLE XXIII STAFF SALARIES

The salaries of all teachers covered by this Agreement are set forth in Appendices A and B which is attached hereto and made a part of this Agreement.

ARTICLE XXIV EXTRA PAY FOR EXTRA DUTY

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

2. Extra duty positions as set forth in Appendix B are one-year appointments and shall be posted each year.

ARTICLE XXV
PLACEMENT ON THE SALARY SCHEDULE

All teachers shall be placed on the appropriate step in the salary schedule taking into consideration the following:

1. Degree status as defined under "Degree Definitions" Article XXII.

2. Full credit for previous certified teaching experience in public, private, and military dependency schools, provided such experience shall have been continuous service for at least one-half of any school year. Intermittent or short-term substitute service will not be credited as previous teaching experience.

Those staff members employed by the Board as of June 30, 1984, shall not forfeit previously established teaching credit.

3. Full credit for service in the Peace Corps as determined by the Superintendent.

4. Any incoming teacher with teaching experience outside the Thompson School System will be placed on the appropriate step of the adopted salary schedule.

5. The Board, upon recommendation of the Superintendent, may withhold an increment from a teacher who is not performing satisfactorily. The teacher must be notified by March 1.

6. Any teacher fulfilling requirements for the Masters and Sixth-Year degrees, will be given not only the yearly increment but will be placed on the proper step on the payroll following the presentation of written notification to the Superintendent or his/her designee from the teacher that the requirements for advancement to a higher degree track have been completed, along with transcripts verifying the completion of such requirements. A dated copy stating receipt of notification will be given to the teacher. Proper placement on the salary step will only take place in the month of January during the school year, or September of the following school year; therefore, payments for degrees will not be prorated but only given in one-half (1/2) year or full year increments, following submission of the documentation described in this section.

7. All part time teachers shall receive equivalent compensation (in salary and increments) as full time teachers based on the fractional time worked. Part time teachers working on at least a half time basis (.5 full time equivalents) are entitled to all contingent fringe benefits given to full time teachers. Teachers employed on less than a half-time basis shall be ineligible for contingent fringe benefits. A daily part time teacher (i.e. those scheduled for one hundred eighty-eight (188) partial days) shall be given credit for a full teaching year in relation to placement on the salary scale and in relation to accrual of seniority and longevity benefits.

8. Full credit for up to four (4) years of United States Military Service with an honorable discharge. There shall be no retroactive payment of wages as a result of the application of this section to current employees.

9. Upon recommendation by the Superintendent, the Board may also grant credit on the salary schedule to an incoming certified teacher for any other type of experience deemed relevant to teaching in Thompson.

ARTICLE XXVI INSURANCE BENEFITS

1. Plan Design:

Each eligible bargaining unit member hired after July 1, 2013 and eligible dependents shall be required to take Option C (The ConnectiCare FlexPOS CNT HSA 2000-COMB High Deductible Health Care Plan with HSA), except for those members who choose to opt out of insurance benefits.

During annual open enrollment, an employee hired prior to July 2013, may enroll in the ConnectiCare FlexPOS CNT HSA 2000-COMB High Deductible Health Care Plan with HSA; the ConnectiCare FlexPOS CNT 15-15-50-250A PPO Plan; or the ConnectiCare FlexPOS CNT 10-10-0-250A HMO Plan, by completing the appropriate forms. All previously agreed premium cost shares and co-payments shall apply.

- A. The ConnectiCare FlexPOS CNT 15-15-50-250A PPO Plan co-pays for office visits, hospitalization, out patient surgery, and emergency room services will be at \$15, \$250, \$50, and \$50 respectively. Preventive office visits will be free of charge.

Prescription coverage shall be through the three-tier managed drug plan, subject to co-payments of \$10 generic formulary/\$20 brand formulary/\$25 non-formulary, with a \$2,000 annual maximum (with mail order at two (2) times the applicable co-payment for a 31-90 day supply). Out-of-network services will be subject to deductibles of \$200/\$400/\$500 and to a maximum out of pocket payment of \$1000/\$2000/\$2500 per calendar year. The plan includes 80%/20% coinsurance and a Vision Rider.

- B. Employees may also elect to enroll in the ConnectiCare FlexPOS CNT 10-10-0-250A HMO Plan, if offered by the Board. The ConnectiCare FlexPOS CNT 10-10-0-250A HMO Plan will include at a minimum, a \$10 office visit co-payment (\$0 preventive); \$250 hospitalization co-payment; \$0 outpatient surgery co-payment; \$50 emergency room co-payment.

Prescription coverage shall be through the three-tier managed drug plan, subject to co-payments of \$10 generic formulary/\$20 brand formulary/\$25 non-formulary, with a unlimited annual maximum (with mail order at two (2) times the applicable co-payment for a 31-90 day supply). Out-of-network services will be subject to deductibles of \$400/\$800/\$1200 and to coinsurance limit of \$1,600/\$3,200/\$4,800 per calendar year. The plan includes 70%/30% coinsurance and a Vision Care Rider.

- C. The ConnectiCare FlexPOS CNT HSA 2000-COMB High Deductible Health Care Plan with HSA (the "Comprehensive Plan") with Health Savings Account ("HSA") premium payments are provided below. Services for the Comprehensive Plan include 100% Preventive Care Rider. All other services and prescription drugs are subject to deductible and coinsurance as follows: \$2,000 Individual/\$4,000 Aggregate Family Deductible; 100% coinsurance in-network; 80% coinsurance out of network; \$2,500 Individual/\$5,000 Aggregate Family out-of-pocket maximum; Vision Care Rider. The Board will contribute 61.25% of the deductible (\$1,225 Individual and \$2,450 Family HSA) each year for the Health Savings Account (HSA) and will deposit it in a Health Savings Account on July 1 of each year. The difference between the Board contribution and the total deductible is to be made up through direct deposit/payroll deduction to the HSA with pre-tax dollars according to IRS regulations. There will be no change to the deductible during the terms of this agreement.

	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>
Comprehensive Plan (HSA)	14.25%	15%	15.75%

2. Dental

Eligible employees may participate in individual dental insurance coverage, provided that employees pay the premium cost share for such coverage as outlined below. In addition, eligible employees may purchase dental coverage for their eligible dependents, provided that the additional cost for such dependent dental coverage be borne at one hundred (100%) by the employee. The Board will also offer employees and their dependents coverage under Anthem Dental Amendatory Riders A, B, C and D provided that the teachers pay one hundred percent (100%) of the cost of coverage and services under those riders for themselves and their dependents.

3. Employee Premium Share: Health and Dental Insurance

	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>
Comprehensive Plan	14.25%	15%	15.75%

Effective July 1, 2015, for employees selecting the ConnectiCare FlexPOS CNT 15-15-50-250A PPO Plan or the ConnectiCare FlexPOS CNT 10-10-0-250A HMO Plan, the employee shall pay the difference in cost between the employer's total cost of the Comprehensive Plan (employer premium percentage and deductible contribution) and the premium of the respective ConnectiCare FlexPOS CNT 15-15-50-250A PPO Plan or the ConnectiCare FlexPOS CNT 10-10-0-250A HMO.

4. Subject to the requirements of the insurance carrier, insurance coverage under this Article will take effect on the first calendar day of the month following a newly hired teacher's first day of work.
5. Upon the retirement of a teacher, the Board will allow him or her and his or her spouse to participate in any group health insurance program offered to teachers in active service for the Board. This will be at the teacher's expense and in accordance with the terms of the carrier, until the retired teacher becomes eligible for Medicare, in accordance with Section 10-183t of the Connecticut General Statutes, as it may be amended from time to time.
6. Premium payments by teachers in any of the plans may be included in an IRS Section 125 program. There will be no cost to the teachers for this program.
7. Group Life Insurance coverage of sixty thousand dollars (\$60,000) of benefit coverage per teacher.
8. Having successfully performed his/her contract obligation to the school system for the entire school year, a teacher is entitled to appropriate insurance benefits until the commencement of the succeeding school year, or until insurance benefits are available from the new employer, whichever occurs sooner.

Change of Insurance Carriers

Should the Board decide to consider a change of carrier or self-insurance, the Board will so inform and consult with the Association. Such consultation shall include mutual exchange and consideration of relevant information.

The Board of Education shall have the right to change insurance carriers and/or to self-insure in whole or in part in order to provide the insurance coverages set forth above, provided that coverages which result from change in carriers and/or self insurance are substantially comparable to the then current plan(s).

The President of the Association shall be notified in writing within thirty (30) days of any intention to change carriers and/or to self-insure and shall have a reasonable

opportunity to review the proposed changes. Should the Association and the Board disagree that the changes proposed will provide coverages at least substantially comparable. The disagreements shall be subject to impartial binding arbitration as set forth in Article VII section E-4 of this Agreement, preferably before an arbitrator with experience and expertise in insurance matters. No changes shall be made until the arbitrator has rendered his/her award. The Board and the Association must agree upon the selection of any arbitrator. If no agreement can be reached, then the arbitrator will be appointed in accordance with the rules of the ADRC, in accordance with the grievance procedures set forth in Article VII.

Insurance Opt-Out:

Teachers who elected to participate in one of the health insurance plans offered by the Board at the start of the 1997-98 school year and who have continuously participated in the health insurance plans since that time may elect to waive, in writing, the health insurance coverage provided under Article XXVI, and in lieu thereof may receive an annual payment of \$3,500 from the Board for each year during which the teacher continues to elect not to participate in such coverage. Such annual payment will be issued with the last payroll installment for the fiscal year. In order to receive such payment, an eligible employee must complete and submit a form provided by the Board indicating his/her intent not to participate in the Board's insurance coverage, no later than June 1 of each year. Such teachers may elect to resume Board provided health insurance coverage upon written notice to the Board. Upon receipt of such notice, insurance coverage shall be reinstated as soon as possible, including waiting periods, which may be prescribed by the applicable insurance carrier. In such event, the teacher shall only receive a pro-rated portion of the waiver stipend provided under this section.

ARTICLE XXVII SPECIAL SCHOOL PROGRAMS

These provisions apply to such programs as homebound instruction and planning and placement team summer meetings.

- A. Positions in these programs shall be filled as provided in Article VIII B-3.
- B. Teachers employed by the Board as homebound instructors and/or tutors shall be compensated at an hourly rate based upon BA step 1, per Appendix A. Homebound instruction teachers shall receive traveling expenses to and from the teaching location at the current contractual rate.
- C. Planning and Placement Team meetings during the summer months will be compensated at the same rate as Homebound Instruction.

D. The Thompson Education Association agrees that the Board may contract outside agencies for the Driver Education Instruction if the Board chooses.

ARTICLE XXVIII SUCCESSOR AGREEMENT

The Board shall provide each teacher with a complete text of the Agreement or any successor agreement.

ARTICLE XXIX PAYROLL DEDUCTION

A. In addition to those payroll deductions required by law, a list of deductions approved by the Association and the Board may be obtained from the Superintendent's office.

B. All requests for deductions must be in writing on approved authorization forms.

C. Dues Deductions

1. The Thompson Education Association shall certify to the Board in writing the current rate of its Association membership dues. Any changes made in the rate of membership dues shall be in writing to the Board thirty (30) days prior to the effective date of such change.

2. Any teacher desiring to have the Board discontinue deductions he/she has previously authorized must notify the Board in writing by August 15th of each year for that school year's dues.

3. Deductions, with the exception of service fees, for TEA, CEA, NEA, will be equalized and deducted from each paycheck. Deductions for non-member representation fees will be equalized and deducted from checks issued from January 1 through and including #20. The Board shall present the Association with a check for all monies deducted by the 30th of each month.

D. Payment Schedule

1. Salary shall be divided into twenty-two (22) or twenty-six (26) equal payments to be paid on every other Friday or prior if Friday is a holiday or vacation, starting with the first Friday of the scheduled district-wide pay day. Deductions will be equalized so that each net pay will be the same with the exception of Section C-3 above. All teachers who choose the 22 payment option will receive their last payment prior to

June 30th. Teachers who choose the 26 payment option may choose either to receive their last payment prior to June 30th, or to continue receiving payments through the summer.

2. Employee contributions for health insurance, Teachers' Retirement and other matters will normally be deducted from each teacher's pay twice a month from September through June of each school year; however, when a conflict occurs, the payment schedule which is issued in September of each school year will be followed for payroll purposes.

3. Enrollment periods for a Tax-Sheltered Annuity Plan (26-USC-403) shall be limited to the months of September, October, and January. Changes in annuity payments shall be made at any time during the school year and a teacher may drop out of an annuity plan at any time during the school year.

4. Any teacher may elect to have his/her paycheck directly deposited to the financial institution of his/her choice. Necessary forms for the implementation of direct deposit of paychecks shall be provided by the Board's business office. On the rare occasion when it is not possible to include an attendance incentive bonus in the first pay period of the following quarter (Article XIX), it is agreed that said bonus shall be included in the second pay period of that quarter.

ARTICLE XXX SEVERABILITY

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

ARTICLE XXXI JURY DUTY

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

ARTICLE XXXII REPRESENTATION FEES

A. Dues Deductions and Service Fee

1. Conditions of Employment

All teachers employed by the Board shall, as a condition of employment, join the Association or pay an agency fee to the Association. Said agency fee shall not be greater than the amount uniformly required of members of the Association which represents the costs of collective bargaining, contract administration, and grievance adjustment. The agency fee shall be set and administered in accordance with law.

2. Deductions

The Board agrees to deduct from each teacher's salary, an amount equal to the Association membership dues or agency fee by means of payroll deductions. Each teacher who joins the Association shall file a "dues authorization card" with the Board. The amount of deduction for membership dues shall be equal to the total Association membership dues divided equally over twenty (20) pay periods. The amount of deduction for agency fee shall be equal to the total service divided equally from the first paycheck in January through and including the last paycheck in June. The amount of Association membership dues shall be certified by the Association to the Board prior to the opening of the school year. The amount of agency fee shall be certified by the Association to the Board prior to January 1 of each school year.

3. Subsequent Employment

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

4. Forwarding Monies

The Board agrees to forward to the Association bi-monthly payments for the amount of money deducted over each pay period. The Board shall include with such payments a list of teachers for whom such deductions were made.

5. Save Harmless

The Association shall indemnify and save the Board harmless against all claims, demands, suits, or other forms of liability, including attorney's fees, which may arise by reason of any action taken in applying or enforcing the provisions of this Article, including the making of deductions and remitting of the same to the Association.

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

7. The Association shall certify to the agent of the Board, in writing, the current rate of dues by July 15 of each year.

8. No later than September 10 of each year, the Board shall provide the Association with a list of those employees who have authorized dues deductions. The Board shall provide the Association monthly with any additions or deletions from such list.

ARTICLE XXXIII FUNDS FOR PROFESSIONAL MATERIALS

The Board agrees to provide \$300 per school per academic year for the purchase of professional materials for use in the school professional library. Materials shall be purchased based upon the teachers' request.

ARTICLE XXXIV SEPARATION AND RECALL PROCEDURES

A. The responsibility for the employment and dismissal of teachers rests with the Board. Emergency or unpredictable situations do not alter that responsibility. The Board shall notify the Association of the need for staff reduction.

In making necessary reductions in professional staff positions, the Board will first attempt to do so through natural attrition (i.e., retirement, leave of absence, resignation).

When natural attrition does not allow or provide latitude for staff reduction to the level required, the Board will take into consideration the following when any professional staff member's employment will be terminated:

1. Professional staff reduction will be carried out within levels of Pre-Kindergarten-8 and 7-12.
2. No tenured teacher will be terminated while nontenured teachers hold positions in the certification areas of the staff member to be released.
3. Within the area to be reduced, the priority of order of reduction criteria will be as follows:
 - a. Certification (Pre-K-8, 7-12),
 - b. Shortest length of continuous service in Thompson,
 - c. Skill and ability as determined through written evaluations,
 - d. Shortest total length of public school service,
 - e. Lowest degree status.

B. If more than one (1) teacher, who is released from the Thompson School System is eligible to apply for a vacancy, recall will be based on an inverse order of staff reduction except when unusual circumstances are present. A teacher will be eligible for recall for one (1) year under the conditions of this Article following notification of layoff by the Board. Such notification shall be made to the teacher's last known address. If a teacher declines an offer of recall, his/her name shall be removed from the recall list, and he/she shall have no further recall rights under this Agreement.

C. The Superintendent shall notify the Association as to which staff member(s) shall be released or which staff position(s) shall be eliminated, when the Board has made the determination.

ARTICLE XXXV JUST CAUSE

A. No material originating after original employment shall be placed in a teacher's personnel file unless the teacher has been notified and has had an opportunity to review the material. The teacher may submit a written notation regarding any material, and the same will be attached to the copy of the material in question. If the teacher is asked to sign material placed in his file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

B. Any complaint made against a teacher by any parent, student, or other person, shall promptly be called to the attention of the teacher. In no case shall any anonymous and/or unsubstantiated complaint be placed in any teacher's file. Evaluation material shall be governed by the approved Professional Evaluation Plan.

C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, denied an increment, suspended, deprived of any professional advantage of his/her professional services without reasonable and just cause, or without due process. If a teacher is to be formally disciplined, reprimanded, or otherwise deprived of any professional advantage by the Board or its agents, he/she shall be entitled to receive a statement of reasons in writing and to have a representative of the Association present. Section 10-151 of the Connecticut General Statutes shall be the exclusive procedure and remedy for cases involving non-renewal or termination.

ARTICLE XXXVI SPECIAL AGREEMENT

This contract, once signed and implemented, supersedes any and all prior Agreements between the two parties.

ARTICLE XXXVII

TUITION REIMBURSEMENT

The Board agrees to budget seven thousand five hundred (\$7,500) dollars effective July 1, 2010 and, effective July 1, 2011, ten thousand (\$10,000) dollars for tuition reimbursement for the entire bargaining unit. The Board shall approve such reimbursement upon recommendation by the Superintendent based on the review of a letter submitted by the teacher describing the content of the course and the value it would have for the school system. A teacher must earn a grade of B or higher in a course in order to be reimbursed for the course. A teacher must also be employed in the Thompson School System at the time of reimbursement.

Teachers shall be reimbursed as follows:

- Each teacher shall be eligible for reimbursement of up to six credits per year.
- Per credit cost shall not exceed the current tuition fee at the University of Connecticut.
- If requests for reimbursement exceed the amount allocated, the funds shall be distributed on a pro-rated basis among those approved.
- All tuition reimbursement payments will be made at the end of each school year.

ARTICLE XXXVIII ANALYSIS OF SICK AND PERSONAL DAYS

Each teacher will be provided with an annual analysis of accumulated sick and personal days.

ARTICLE XXXIX CAR MILEAGE

The Board shall reimburse authorized car mileage for teachers at the rate established by the Internal Revenue Service as of January 1, annually.

ARTICLE XL NON-RESIDENT TEACHERS

Teachers who do not reside in the Town of Thompson shall be allowed to enroll their children in the Thompson Public Schools on a tuition basis as determined by the Board. Acceptance will be subject to an administrative review of class size. Parents will be responsible for transportation to and from school.

ARTICLE XLI
EARLY RETIREMENT INCENTIVE

Any teacher who has been employed for the last twenty (20) years as a teacher in the Thompson Public Schools, may elect to retire early under the following provisions:

1. The applicant must submit a letter of application to the Superintendent before January 1 of the last full year of employment for the incentive payment to commence the following fiscal year.
2. The Board will review the application and determine whether to grant the request.
3. The Incentive Payment Schedule is as shown below.
4. Normal retirement is defined as set forth in the Connecticut Teachers' Retirement statute, Sections 10-183 et seq. Teachers who are eligible for normal retirement under the Connecticut Teachers' Retirement statute are not eligible for the benefits set forth in this Article.

<u>Years to Normal Retirement</u>	<u>Payments Allotted</u>					<u>Total Payment</u>
	<u>Yr. 1</u>	<u>Yr. 2</u>	<u>Yr. 3</u>	<u>Yr. 4</u>	<u>Yr. 5</u>	
1	\$5000					\$ 5000
2	\$5000	\$5000				\$10000
3	\$5000	\$5000	\$5000			\$15000
4	\$5000	\$5000	\$5000	\$5000		\$20000
5	\$5000	\$5000	\$5000	\$5000	\$5000	\$25000

ARTICLE XLII
MENTOR PROGRAM

The Board shall pay an annual stipend of five hundred (\$500) dollars to any teacher appointed to serve as a mentor to new teachers in accordance with state guidelines. If a teacher is serving as a mentor for one new teacher and the new teacher leaves the Board's employ for any reason during the course of school year, the stipend for the mentor shall be pro-rated annually. Stipends for mentors shall be paid in accordance with the payment schedule for co-curricular stipend positions, as set forth in Appendix B.

Service as a mentor teacher shall be voluntary. Teachers who are trained as mentors shall be notified of mentoring opportunities.

Certified staff members who serve as "Readers" for the TEAM Program (formerly referred to as the BEST Program) will receive compensation of Twenty-Five Dollars (\$25) for each paper read.

The Board shall provide release time to teachers involved in the mentor program in accordance with State requirements.

ARTICLE XLIII TRAVEL REIMBURSEMENT

1. Travel reimbursement requests must be submitted to the Board in January for travel for the period commencing on July 1, and ending on December 31.
2. Travel reimbursement requests must be submitted to the Board in June for travel for the period commencing January 1, and ending on June 30.
3. Travel which occurs on the last day of the fiscal year must be submitted on the first working day of the new fiscal year.
4. Any reimbursement request for travel must be presented to the Board within the fiscal year in which said travel expenses incurred.

ARTICLE XLIV EXTRACURRICULAR PAYMENTS

1. Extracurricular payments shall be made as follows:

All Winter Activities

One-half of the payment will be made before the December recess, and the remaining half of the payment will be made at the conclusion of the activity season.

All Fall and Spring
Activities

One-half of the payment will be made in the middle of the activity season, and the remaining half of the payment will be made at the end of the activity season.

Full Year Activities

One-half of the payment will be made at the middle of the school year, and the remaining half of the payment will be made at the end of the school year.

ARTICLE XLV
DURATION

The provisions of this Agreement shall be effective July 1, 2015, and shall continue in full force and effect to and including June 30, 2018.

SIGNATURE BLOCK

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

Dated:

THOMPSON BOARD OF EDUCATION

12/10/2014

By Michael [Signature]

Dated:

THOMPSON EDUCATION ASSOCIATION

12-10-2014

By Sandra Cox
President

APPENDIX A-1

2015 - 16 SALARY SCHEDULE

STEP	BA	MA	6TH
1	42,706	44,185	45,666
2	44,613	46,292	47,541
3	46,204	48,019	49,334
4	47,587	49,564	51,094
5	48,871	51,095	52,868
6	50,167	52,747	54,702
7	51,587	54,621	56,644
8	53,238	56,788	58,739
9	55,232	59,282	61,036
10	57,680	62,110	63,581
11	60,690	65,242	66,421
12	64,374	68,617	69,603
13	68,842	72,141	73,175
14	74,203	75,690	77,184

There shall be step advancement for 2015 – 2016.

APPENDIX A-2

2016 - 17 SALARY SCHEDULE

STEP	BA	MA	6TH
1	43,197	44,693	46,191
2	45,126	46,825	48,087
3	46,736	48,571	49,901
4	48,134	50,133	51,681
5	49,433	51,683	53,476
6	50,744	53,353	55,331
7	52,180	55,249	57,295
8	53,851	57,441	59,414
9	55,867	59,964	61,738
10	58,343	62,824	64,312
11	61,388	65,992	67,185
12	65,114	69,406	70,404
13	69,633	72,971	74,016
14	75,056	76,560	78,071

There shall be step advancement for 2016 – 2017.

APPENDIX A-3

2017 - 18 SALARY SCHEDULE

STEP	BA	MA	6TH
1	43,693	45,207	46,723
2	45,645	47,363	48,640
3	47,273	49,130	50,475
4	48,688	50,710	52,276
5	50,001	52,277	54,091
6	51,328	53,967	55,967
7	52,780	55,885	57,954
8	54,470	58,101	60,098
9	56,510	60,653	62,448
10	59,014	63,547	65,052
11	62,094	66,751	67,958
12	65,863	70,204	71,213
13	70,434	73,810	74,868
14	75,919	77,440	78,969

There shall be step advancement for 2017 – 2018.

APPENDIX B
EXTRA CURRICULAR ACTIVITIES

	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
VARSITY TEAMS			
Boys Soccer	\$4,408	\$4,459	\$4,510
Girls Soccer	\$4,408	\$4,459	\$4,510
Boys Cross Country	\$2,305	\$2,332	\$2,359
Girls Cross Country	\$2,305	\$2,332	\$2,359
Girls Indoor Track	\$3,570	\$3,611	\$3,652
Head Boys Indoor Track	\$3,570	\$3,611	\$3,652
Baseball	\$4,408	\$4,459	\$4,510
Assistant Baseball	\$2,161	\$2,185	\$2,211
Softball	\$4,408	\$4,459	\$4,510
Assistant Softball	\$2,161	\$2,185	\$2,211
Boys Basketball	\$4,839	\$4,895	\$4,951
Girls Basketball	\$4,839	\$4,895	\$4,951
Cheerleading	\$2,304	\$2,331	\$2,357
Assistant Cheerleading	\$1,150	\$1,163	\$1,177
Freshman Boys Basketball	\$2,096	\$2,120	\$2,144
Assistant Boys Basketball	\$1,049	\$1,061	\$1,073
Freshman Girls Basketball	\$2,096	\$2,120	\$2,144
Assistant Girls Basketball	\$1,049	\$1,061	\$1,073
Girls Track	\$3,511	\$3,551	\$3,592
Boys Track	\$3,511	\$3,551	\$3,592
Golf	\$2,365	\$2,392	\$2,420
JV TEAMS			
Boys Basketball	\$3,473	\$3,513	\$3,554
Girls Basketball	\$3,473	\$3,513	\$3,554
Baseball	\$2,304	\$2,331	\$2,357
Assistant Baseball	\$1,150	\$1,163	\$1,177
Softball	\$2,304	\$2,331	\$2,357
Assistant Softball	\$1,150	\$1,163	\$1,177
Soccer	\$2,304	\$2,331	\$2,357
Girls Cross Country	\$1,656	\$1,675	\$1,694
Girls Outdoor Track	\$1,827	\$1,848	\$1,869
Boys Outdoor Track	\$1,827	\$1,848	\$1,869
Girls Soccer	\$2,304	\$2,331	\$2,357
Girls Indoor Track	\$1,853	\$1,874	\$1,896
Athletic Director	\$7,792	\$7,881	\$7,972

APPENDIX B (Continued)

MIDDLE SCHOOL TEAMS	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
Boys Soccer	\$2,203	\$2,228	\$2,254
Girls Soccer	\$2,203	\$2,228	\$2,254
Softball	\$2,203	\$2,228	\$2,254
Baseball	\$2,203	\$2,228	\$2,254
Girls Basketball	\$2,429	\$2,457	\$2,485
Boys Basketball	\$2,429	\$2,457	\$2,485
Cheerleading	\$1,508	\$1,525	\$1,543
Assistant Cheerleading	\$752	\$760	\$769
Cross Country	\$1,508	\$1,525	\$1,543
Assistant Boys Soccer	\$1,150	\$1,163	\$1,177
Assistant Girls Soccer	\$1,150	\$1,163	\$1,177
Assistant Boys Basketball	\$1,150	\$1,163	\$1,177
Assistant Girls Basketball	\$1,150	\$1,163	\$1,177
Assistant Baseball	\$1,150	\$1,163	\$1,177
Assistant Softball	\$1,150	\$1,163	\$1,177
Assistant Cross Country	\$752	\$760	\$769
Track & Field	\$1,757	\$1,777	\$1,798
Assistant Track	\$879	\$889	\$899
Athletic Director	\$4,329	\$4,379	\$4,429
	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
HIGH SCHOOL ACTIVITIES			
Band	\$2,550	\$2,579	\$2,609
Show Choir	\$2,550	\$2,579	\$2,609
Choral Music	\$1,651	\$1,670	\$1,689
Drama	\$1,552	\$1,569	\$1,588
Newspaper	\$1,552	\$1,569	\$1,588
Student Council	\$1,863	\$1,885	\$1,906
Yearbook (2) (Total)	\$4,342	\$4,392	\$4,443
Per Person	\$2,172	\$2,197	\$2,222
AV Coordinator	\$1,005	\$1,017	\$1,029
Video Club	\$1,437	\$1,454	\$1,471
FBLA	\$1,769	\$1,789	\$1,810
National Honor Society	\$1,769	\$1,789	\$1,810
Diversity	\$1,552	\$1,569	\$1,588

APPENDIX B (Continued)

ELEMENTARY SCHOOL ACTIVITIES

	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
A V Coordinator	\$1,005	\$1,017	\$1,029

MIDDLE SCHOOL ACTIVITIES

	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
AV Coordinator	\$1,005	\$1,017	\$1,029
Band	\$2,265	\$2,291	\$2,317
Choral	\$1,316	\$1,331	\$1,346
Eighth Grade Major - 1	\$481	\$487	\$493
Eighth Grade Minor - 2 (Total)	\$481	\$487	\$493
Yearbook	\$2,141	\$2,166	\$2,191
Student Council	\$1,632	\$1,650	\$1,669
National Junior Honor Society	\$472	\$478	\$483
Nature's Classroom Chaperone	4 hours extra pay	4 hours extra pay	4 hours extra pay

HIGH SCHOOL ADVISORS

Senior Major - 1	\$796	\$805	\$814
Senior Minor - 3 (Total)	\$883	\$893	\$903
Junior Major - 1	\$796	\$805	\$814
Junior Minor - 3 (Total)	\$883	\$893	\$903
Sophomore Major - 1	\$774	\$783	\$792
Sophomore Minor - 3 (Total)	\$828	\$838	\$848
Freshman Major - 1	\$774	\$783	\$792
Freshman Minor -3 (Total)	\$828	\$838	\$848

APPENDIX B (Continued)
SPECIAL CLASSIFICATIONS

Compensation for the following positions shall be calculated as follows:

Guidance Staff and Athletic Director	35 days pay
Reading/Language Arts Consultant	19 days pay
Communications Academy Coordinator	9 days pay
Department Heads	9 days pay

APPENDIX C
DUES AUTHORIZATION CARD

NAME

ADDRESS

I hereby request and authorize the Thompson Board of Education to deduct from my earnings and transmit to the Association an amount sufficient to provide for regular payment of the membership dues as certified by Associations checked below, as outlined in Article XXIX, for this school year and for succeeding school years. I understand that the Board will discontinue such deductions for any school year if I notify the Board in writing to do so by September 15th of that year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Board of Education and all of its officers from any liability therefore.

Teacher Organization:

Thompson Education Association

Connecticut Education Association

National Education Association

Dated: _____

Teacher's Signature: _____

SIDE LETTER OF AGREEMENT

The Thompson Board of Education (the "Board") and the Thompson Education Association (the "Association") hereby agree to this Side Letter of Agreement with respect to the CONTRACT BETWEEN THE BOARD OF EDUCATION OF THE TOWN OF THOMPSON AND THE THOMPSON EDUCATION ASSOCIATION, 2015-2018 (the "agreement"):

EXCISE TAX

The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2018.

Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect in the 2017-2018 contract year triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. Such negotiations shall be limited to health insurance plan offerings, coverage, design and premium cost share. All other topics shall not be subject to this reopener provision.

Thompson Board of Education

By: 

Date: 12/10/2014

Thompson Education Association

By: 

Date: Dec 10, 2014