

AGREEMENT
between
THE TOLLAND BOARD OF EDUCATION
and
THE TOLLAND EDUCATION ASSOCIATION
for the period
JULY 1, 2014 through JUNE 30, 2017

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ARTICLE I
Recognition

- A. The Tolland Board of Education (hereinafter referred to as the “Board”) hereby recognizes the Tolland Education Association (hereinafter referred to as the “Association”) as the exclusive representative, as defined in Section 10-153b through 10-153f of the Connecticut Statutes as amended, for certified employees holding positions requiring certification by the State Department of Education, excluding employees in the administrators’ bargaining unit (as defined in the Teacher Negotiation Act), temporary substitutes and all others excluded by the Teacher Negotiation Act.

Employees working in a teaching position solely on the basis of a DSAP shall be covered by all terms and conditions of the collective bargaining agreement, except as follows:

1. DSAP holders shall not accrue seniority or length of service for any purpose of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously 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 employment by the Board.
 2. The Board shall have the right, in its sole discretion, not to renew and/or to 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.
 3. DSAP holders shall have no bumping rights or recall rights under this Agreement.
 4. Any substitute who is employed for forty (40) or more days in the same assignment shall, on the fortieth day of employment, be placed on BA step 1 of the salary schedule of the collective bargaining agreement.
- B. Unless otherwise indicated, the term “teacher” when used hereinafter in this agreement shall refer to all employees in the above unit.
- C. The Association accepts such recognition, and agrees to represent equally all teachers.
- D. It is the intent and purpose of the parties hereto that their agreement promote and improve the quality of education in the Town of Tolland, provide for orderly professional negotiation between the Board and the Association, and secure prompt

and fair disposition of grievances so as to promote positive influences upon the operation of the educational program.

- E. All teachers employed by the Tolland Board of Education shall join the Association or pay to the Association a service fee. Said service fee shall not exceed the amount of the membership dues of the Tolland Education Association, the Connecticut Education Association, and the National Education Association.
- F. All teachers 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 Tolland Education Association, the Connecticut Education Association, and the National Education Association. Such authorization shall continue in effect from year to year, unless such teacher shall notify the Board of Education and the Association in writing in the month of August of any 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 Section E above, and paid in accordance with Section G below.
- G. For those teachers who have not joined the Association and delivered said authorization card by October 1st of the second year of this contract, the Board of Education agrees to deduct the annual service fee from their salaries through payroll deductions. The amount of said service fee shall be certified by the Association to the Board prior to the opening of school each year.
- H. Those teachers commencing employment after the date of execution of this contract shall, within thirty (30) days of such commencement, sign and deliver to the Board of Education an authorization card as described in Section F of this Article, or fall under the provisions of Section G of this Article after such thirty (30) days.
- I. If during the school year a teacher resigns, retires, receives a leave, or has his/her employment terminated, the balance of the annual dues or service fee shall be deducted from his/her final paycheck.
- J. The Board agrees to forward to the Tolland Education Association each month all monies deducted during that month for dues and service fee deductions.
- K. No later than the first paycheck in October of each school year, the Board shall provide the Association with a list of all employees of the Board of Education who are covered by this agreement and the positions held by said employees. The Board shall notify the Association monthly of any changes in said list.
- L. The Tolland Education Association agrees to indemnify and hold the Board of Education harmless against any and all claims, demands, suits, or other forms of liability that shall or may arise out of or by reason of action taken by the Board for

the purpose of complying with the provisions of this Article. This includes but is not specifically limited to provisions relating to service fees for non-TEA members.

ARTICLE 2

Board Prerogatives

It is recognized that the Board has and will continue to retain whether exercised or not the sole and unquestioned right, responsibility, and prerogative to direct the operation of the public schools in the Town of Tolland in all its aspects, including, but not limited to the following:

To maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of Tolland; to give the children of Tolland as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus, and other property used for school purposes; to determine the number, age and qualifications of teachers; to suspend or dismiss the teachers of the schools in the manner provided by statute; to designate the schools which shall be attended by various children within the town; to make such provisions as will enable each child of school age residing in the town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks used; to make rules for the arrangement, use, and safekeeping of the libraries and to approve the books selected therefore and to approve plans for school buildings; to prepare and submit budgets to the Town Council and, in its sole discretion, expend monies appropriated by the town for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained shall be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 3

Professional Negotiation

- A. The Board agrees to begin to negotiate in good faith with the Association, pursuant to Section 10-153f of the Connecticut General Statutes as amended, in accordance with the procedures set forth herein, to secure a successor Agreement relative to all matters concerning salaries and all other conditions of employment. The Agreement so negotiated shall bind and inure to the benefit of the Board and all

members of the Association, and shall be reduced to writing and signed by the Board and Association.

- B. During negotiations, the Board and the Association shall exchange relevant data, points of view, and proposals and counter-proposals with respect to salaries and any other mandatory subject of bargaining about which either party wishes to negotiate. Either party may, if it so desires, utilize the services of outside consultants. Either party may call upon professional and lay representatives to assist in negotiations.

ARTICLE 4 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 the Agreement shall remain in full force and effect.

ARTICLE 5 Grievance Procedures

- A. Purpose
The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to problems which may arise in connection with this agreement that affect the welfare and/or working conditions of teachers. Both parties agree that proceedings shall be kept as confidential as is appropriate, to the extent permitted by law.
- B. Definitions
 1. "Grievance" shall mean a complaint by an employee based on a violation, interpretation or application of the provisions of this agreement.
 2. "Teacher" shall mean "teacher" as defined in Article 1, Section B of this Agreement and may include a group of teachers similarly affected by a grievance.
 3. "Party in interest" shall mean the person or persons making the claim, including their designated representative as provided for therein, 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" when used in this Article shall refer to working days except that after June 15, days shall mean business days until the first day of school in the next academic year.

C. Time Limits

D.

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, under normal circumstances should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
3. Failure by the aggrieved teacher at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

E. Procedure

1. Level One - Immediate Supervisor (Principal)

- a.
 1. A teacher with a grievance or a dispute will first discuss it with his/her immediate supervisor (Principal) either directly or through the Association's representative, with the objective of resolving the matter informally.
 2. If the grievance involves interpretation of the provisions of this agreement, the supervisor and/or the aggrieved may request an interpretation by the current Board and TEA chief negotiators.
- b. In the event the aggrieved teacher is not satisfied with the disposition of the grievance at this informal level, or in the event that no decision is rendered to the aggrieved teacher within five (5) days of presentation informally, he/she may proceed to formal written Level One grievance.
- c. In the event that the aggrieved teacher is not satisfied with the disposition of the grievance at this formal Level One, or in the event that no decision is rendered with five (5) days after presentation of the grievance, he/she may proceed to Level Two.

2. Level Two - Superintendent of Schools

- a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at formal Level One, he/she may, when within the time limit specified in C.2 or five (5) days after the decision in D.1.c., whichever occurs first, file his/her grievance with the Association for referral to the Superintendent of Schools.
- b. The Association may, within seven (7) days after receipt, refer the grievance to the Superintendent, but prior to so doing, the Association shall provide an opportunity for the aggrieved teacher to meet with the appropriate Association Committee to review the grievance.
- c. The Superintendent shall, within seven (7) days after receipt of the referral, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance.
- d. The Superintendent shall, within seven (7) days after the hearing, render his decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association.

3. Level Three - Arbitration

- a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two and wishes to have the Association submit the grievance to arbitration, he/she shall within three (3) days after the decision or within three (3) days after the deadline for such decision, whichever occurs first, 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 the grievance to arbitration by so notifying the Board in writing.
- c. The Board and the President of the Association 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, the American Dispute Resolution Center, Inc. shall immediately be called upon to select the single arbitrator.
- d. The arbitrator selected shall confer promptly with the representatives of the Board and the Association and shall hold such hearings with the aggrieved teacher and other parties in interest as he/she shall deem requisite. Such arbitration proceedings shall be

conducted in accordance with the rules and regulations of the American Dispute Resolution Center, Inc.

- e. The arbitrator shall render his/her findings of fact, reasoning, and conclusions for the issues submitted. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement, and the arbitrator shall not usurp the function of the Board or proper exercise of its judgment and discretion under law and this Agreement. The decision of the arbitrator shall be binding on both parties, except as provided otherwise by law.
- f. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

E. 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 or Two of the Grievance Procedure by the Association or by himself or herself. When a teacher is not represented by the Association, the Association shall have the right to be present and state its views at all stages of the procedure unless the party in interest wishes to the contrary.
- 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.

F. Miscellaneous

- 1. The statement of the grievance shall be prepared by the Association.
- 2. All records dealing with the processing of a grievance shall be filed in a central filing system separate from the personnel file.
- 3. When required for consultation with an Association member(s) and/or the administration on matters covered by this article, the President of the Association shall receive up to one (1) period of release time per day providing that he/she makes arrangements for his/her scheduled class to be conducted by another teacher and notifies the Building Principal of the arrangements.

4. The Association President, or Grievance Chairman and teachers involved in a grievance or negotiations hearing will be granted adequate release time if the hearing cannot be scheduled outside regular working hours.

ARTICLE 6

School Calendar/Professional Calendar

The Association recognizes the Board's right to determine the student school calendar. The Board recognizes the Association's right to negotiate the scheduling of non-instructional work days.

ARTICLE 7

Employment Year

- A. The employment year extends for a period of ten (10) months beginning no earlier than the last full week in August and terminating June 30.
- B. The work year shall consist of 188 days, of which 183 shall be full teaching days. Three (3) non-teaching days shall be used for professional development with one (1) of these days scheduled prior to the opening of school. One of the remaining days will be scheduled prior to the opening of school with a minimum of two (2) hours to be used for preparation time when no meetings shall be scheduled by the administration or any other group or individual. Another remaining work day shall be scheduled as follows: at the elementary and middle school level, on the Parent-Teacher Conference day; and at the high school level, on the Mid-Semester Day.
- C. Persons working in a professional capacity beyond the ten (10) month schedule as outlined in Section A will be paid on a per diem rate based on the teacher's regular step of the preceding year. The length of the working day will be the same as during the school year as outlined in Article 8. This article shall pertain only to those teachers working in a professional capacity except as noted in Article 34 of this agreement.

ARTICLE 8

Teacher's School Day

- A. The teacher's normal school day shall be seven (7) hours and fifteen (15) minutes, including a lunch period. The student day will be six (6) hours and thirty (30) minutes. The teacher work schedule will be established by the Board by June 1 for the upcoming school year.

The teaching day and teaching year shall not be increased during the life of this contract. If a proposal is made to lengthen the teacher day and/or year, the Board and the TEA will negotiate a salary increase commensurate with the extension.

- B. In the event that special or unusual circumstances cause the school day to be terminated early, teachers will be allowed to leave one-half hour after the students are dismissed.

ARTICLE 9

Staff Meetings

- A. Staff meetings shall be those meetings or conferences scheduled by the Administration which require attendance of the professional staff. Parent conferences are not considered staff meetings.
- B. Staff meetings shall commence within fifteen (15) minutes after the close of the students' school day. These meetings will be approximately sixty (60) minutes in duration except as agreed upon by mutual consent of concerned parties. A notice of at least twenty-four (24) hours shall be given for each regular staff meeting.
- C. The number of staff meetings shall be limited as follows:
 - 1. Entire building faculty: no more than five (5) per month or twenty-five (25) per year.
 - 2. Department meetings: no more than two (2) per month or twenty (20) per year. Department meetings held at the end of the day between the close of school and the end of a teacher's work day are not included.
 - 3. Grade level meetings: no more than two (2) per week except by consent of a majority of the members.
- D. Staff meetings will be called only when necessary to deal with school business.
- E. A joint meeting calendar shall be developed by the administration and representatives of the TEA for the purpose of scheduling staff and TEA meeting days during the school year with the understanding that emergency meetings will be held whenever necessary.

ARTICLE 10

Duty-Free Lunch

- A. All teachers shall have an uninterrupted duty-free lunch period daily of at least twenty-five (25) minutes duration.
- B. It is understood that teachers are free to leave the school during their lunch period.

ARTICLE 11

Preparation and Planning

- A. In addition to his/her lunch period, each teacher will be granted preparation time totaling two hundred (200) minutes per week within the student day, with at least twenty-five (25) consecutive minutes scheduled per day. The administration will make every effort to schedule said time in blocks which will remain consistent from week to week to accommodate individual teaching requirements. The administration will make every effort to schedule PPT meetings during the regular work day and outside of the teacher's preparation time.
- B. Teachers may be granted release time for classroom observation of curriculum implementation. The Building Principal will arrange to provide coverage. Such coverage may be provided by a teacher not scheduled for a class or preparation period of his/her own.
- C. Departmentalized teachers shall be responsible for no more than four (4) preparations per day. (A single preparation here shall be defined as any single level class, but no single subject offering shall be interpreted as more than two preparations). Sixth, seventh, and eighth grade teachers having an eight (8) period a day schedule can be assigned six (6) classes with the provision that they are not assigned any non-teaching duties. While block scheduling is in effect at Tolland High School, there will be four (4) class periods per day, with teachers being assigned to teach three (3) class periods a day with one (1) class period for preparation. No Tolland High School teacher will be assigned more than five (5) preparations per year, and the administration will make every effort to limit teacher assignments to four (4) preparations per year unless requested by the teacher.
- D. While teaming is in effect at Tolland Middle School, each team shall have a daily team planning period.

ARTICLE 12

Teacher Assignment, Transfers and Vacancies

- A. Definitions
 - 1. 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 school to which said teacher is assigned.

2. Transfer - For purposes of this section, transfer shall mean the relocation of a teacher from one school to another.
3. Vacancy - For purposes of this section, vacancies shall mean an opening resulting from a teacher voluntarily leaving a position or the creation of a new position.
4. Seniority - Seniority shall be defined as the length of continuous service as of the first TEACHER CALENDAR DAY of employment. Continuous service is not interrupted by sick days, personal days, professional days, in-service days, and sabbatical leaves or other authorized leaves. Teachers shall not accrue seniority during authorized unpaid leaves of absence.
 - a. When seniority is at issue and the first contractual day of employment is equal, then the date on which the teacher signed his/her contract shall determine seniority. If this too is equal, the order of seniority shall be determined by the Superintendent of Schools based upon an evaluation of the best interests of the Tolland Public School System.
 - b. No teacher may accumulate more than the total number of teacher work days per year under the present contract. Active working time for part-time teachers will be prorated.
 - c. The seniority list shall be made available for review by staff annually on or before October 1 of each year.
 - d. If a permanent substitute, as defined by statute and relevant precedent, is placed on contract, seniority for time served will be determined from the first day of continuous service as a permanent substitute.

B. Assignment Policy

1. Assignment of teachers within the school is the responsibility of the Board acting through the Superintendent of Schools or his/her designee. The Board shall make every effort to meet all requests and desires of individual teachers involved, with regard to assignments, to the extent that such wishes do not conflict with the instructional requirements.
2. This assignment policy shall be fairly and equitably applied. Employed personnel who hold the requisite certification will be given consideration for

any regular teacher opening. Any openings for September of the following year, which are known one (1) week prior to the close of schools, shall be posted in all schools as far in advance as possible, but in no case less than five (5) days.

3. Teachers shall be notified either electronically or in writing of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances not later than June 1. In the event that the budget is approved after June 1, teachers shall be notified of their assignments no later than ten (10) business days following the final budget approval by the Board.
4. Change of assignment will be voluntary to the extent possible. A change of assignment shall not occur or be announced without a prior conference with the individual involved. The individual may request a TEA representative to be present at the conference.

C. Transfer Policy and Filling of Vacancies

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 education process and interferes with optimum teaching performance. Therefore, they agree as follows:

1. The Superintendent will post information concerning all vacancies in each school building within five (5) school days after they become known to the Superintendent. The Superintendent may at the same time of the posting, make arrangements to have the vacancy published.
2. Notification and consideration of the filling of vacancies will be given to all teachers in the system.
 - a. Such notification will be given at least two (2) weeks before being filled except during the summer vacation.
 - b. Teachers wishing consideration for vacancies occurring during the summer shall leave notice with the Superintendent and a stamped, self-addressed envelope or an electronic address.
 - c. All positions will be filled by the best qualified person.
 - d. When qualifications are equal, tenure in the Tolland System will prevail.

3. Where transfers are necessary, volunteers shall be considered. When a volunteer is not selected for transfer, reasons will be given in writing if requested. Involuntary transfers will only occur when a vacancy occurs arising from a teacher's departure or creation of a new position. An involuntary transfer shall be made only after a meeting between the teacher and the Superintendent or his/her designee, at which time the teacher shall be notified of the reasons for the transfer. Notice of such a transfer must be given to the teacher prior to June 1st to the extent practicable. In the event that the teacher objects to the transfer at this meeting, the Association may, upon request of such teacher, send a representative to meet with the Superintendent or his/her designee to discuss the matter. This article is subject to the grievance procedure.
 4. Department Liasons and Grade Leaders will be consulted in the screening of applicants and/or transfer of positions within their departments, programs or teams.
- D. Teachers' request for a change of assignment shall be submitted either electronically or in writing to the school principal. Requests will be granted on the basis of tenure in the Tolland System when all other qualifications are equal.

ARTICLE 13

Layoff and Recall

- A. Purpose - Recognizing that it may become necessary to eliminate certified or other staff positions in certain circumstances, this Article provides for a fair and orderly process should staff reduction become necessary.
- B. It is recognized that the Board has the prerogative to eliminate certified and non-certified staff positions consistent with the provisions of the State Statutes, providing such elimination does not result in failure in its duty to implement the educational interest of the State. Reductions in staff may result from decreased enrollment, elimination or reduction of programs, or other circumstances as determined by the Board. When in the judgment of the Board of Education, it becomes necessary to reduce staff positions, the Superintendent will meet with the President of the Association to discuss the effects of the reduction in force prior to notice of the reduction being released to all teachers.
- C. Procedure
 1. Prior to commencing action to lay off teachers under this procedure, the Board will give due consideration to eliminate positions and/or reduce staff by:
 - a. Voluntary resignation

- b. Voluntary retirements
 - c. Voluntary leaves of absence
 - d. Voluntary transfer of existing staff members
 - e. Transfer of existing staff members
2. If a teacher has attained tenure status, he/she may be laid off if his/her position is eliminated, but ONLY if there is not another position available in the school system for which that teacher is certified and qualified. This shall include first preference with regard to positions that are held by non-tenured teachers, in addition to positions that are open and available. Determination of those to be released shall be in the following order:
- a. Teachers holding temporary emergency permits
 - b. Non-tenured teachers holding provisional certification
 - c. Non-tenured teachers holding professional certification
 - d. Tenured teachers holding provisional certification
 - e. Tenured teachers holding professional certification
3. Determination of those tenured employees who are to be considered for termination within the Board certification categories established under C.2. will be selected in the following order:
- a. Least total active teaching time in Tolland School system uninterrupted by resignation. (Active teaching time for part-time teachers will be prorated.)
 - b. Degree Status. (Completed degrees only, i.e. Masters, 6th Year, Doctorate.)
 - c. If selection must be made with above criteria being equal, staff reduction will be determined on the basis of performance, length of service, ability, as well as continuous length of service as a teacher. The teacher being terminated will be given, in writing, the reason for termination.
4. Determination of those non-tenured employees who are to be considered for termination within the certification categories established under C.2 will be based upon the evaluation of the teachers' performance based on formative and summative evaluations.

D. Recall Procedure

- 1. If a teacher is laid off because of the elimination of position, the name of that teacher shall be placed on a "Reappointment List" and remain on said list for a period of two (2) years.

a. Tenured Teachers

Tenured teachers who have been laid off for reasons specified in Article 13-B will be recalled if a position becomes available within the specified time limits, in inverse order of layoff.

b. Non-tenured Teachers

Non-tenured teachers that were laid off for the reasons specified in Article 13-B will be recalled on the basis of the evaluation of the teacher's performance based on formative and summative evaluations.

2. When selected by the Board, the teacher will be notified in writing by registered mail, sent to his/her last known address at least thirty (30) days prior to the anticipated date of reemployment where possible. The criteria outlined in paragraph C-3 above shall be considered in the selection of teachers for reappointment. The teacher shall accept or reject the appointment in writing within seven (7) days after the mailing of such notice by certified mail, return receipt. If the appointment is accepted, the teacher shall receive a written contract within twenty (20) days of the receipt of the teacher's reply by the Board. If the teacher rejects the appointment or fails to respond according to this procedure, the name of the teacher will be removed from the Reappointment List. In the of acceptance of a recall, the teacher shall retain all rights accrued at the time of termination including placement on the salary schedule, benefits and remaining unused sick leave days.
3. The Association President shall annually receive the recall list from the District.

E. Definitions - The following definitions apply to the context of this policy:

1. "Days" shall mean calendar days.
2. "Teacher" shall apply to any employee of the Board of Education who holds a certificate issued by the Connecticut State Board of Education and is employed in a teaching position.
3. Tenure for the purpose of paragraph 1 of this article will be determined according to statutory standards.

ARTICLE 14
Teacher Facilities

- A. Space will be provided in which floating teachers may safely store instructional materials and supplies.
- B. The Board and the Association agree that each school shall have the following facilities:
 - 1. An appropriately furnished room to be used as a faculty lounge.
 - 2. A work area for the preparation of instructional materials will be provided each school. A word processor and computer will be available in each work area and a printer will be provided if space is available. The work area will not be used as an eating area.
 - 3. Well lighted and clean rest rooms for teachers with separate facilities for men and women.
 - 4. Parking space of adequate portion and convenience of location at each school.
 - 5. An extension telephone for teachers' use shall be provided in a private location in each school. The Board of Education will make every effort to provide adequate facilities for parental contact by the teaching staff.
 - 6. Classrooms shall be uniformly equipped with articles for teaching.

ARTICLE 15
Use of School Facilities

- A. The Association will have the right to use school buildings without cost at reasonable times for meetings, provided that the building principal is notified to ensure no conflicts and the Association will be required to pay for any additional custodial costs involved. These meetings will not start until fifteen (15) minutes after the close of students' school day. Regular Use-of-Facilities forms will be required to be submitted to the building principal in accordance with established procedures only when a facility is requested for activities other than normal meetings of the Association.
- B. Adequate bulletin board space shall be provided in each school for the exclusive use of the Teacher's Education Association.

ARTICLE 16

Textbooks

The Board of Education recognizes the importance of involvement with teachers in selection of instructional materials.

ARTICLE 17

Substitute Teachers

- A. The administration will employ a qualified substitute whenever a classroom teacher is absent. It is recognized that under some circumstances involving high school labs, shops and library and in all schools certain specials and guidance, substitutes are not necessary unless lack of a substitute precludes preparation periods for other teachers.
- B. Substitute teachers will assume all the extra scheduled duties of the absent teacher including but not limited to the following: homeroom, detention, study hall, lunch, recess, morning and afternoon bus duty.
- C. A substitute will be employed when a teacher is absent due to participation in or supervision of a school approved activity which involves three (3) or more period assignments in a given day.
- D. Teachers may request specific substitute teachers. When a teacher is absent for twenty (20) or more school days, a permanent substitute will be employed whenever possible.

ARTICLE 18

Sick Leave

- A. Teachers shall be entitled to fifteen (15) working days of sick leave with full pay per year. Teachers may take a full day or half of a day for sick leave. Unused sick leave shall be accumulated to two hundred (200) days, so long as the teacher remains in continuous service of the Board of Education. Leaves taken under the provisions of this contract shall not be considered breaches of continuous service.
- B. Any teacher with two hundred (200) accumulated sick leave days is entitled to fifteen (15) additional sick leave days. Those additional days, if unused, may not be accumulated.

- C. In individual cases taking into account personal hardship, the nature of illness, the circumstances involved and the service record of the teacher concerned, the Board upon recommendation of the Superintendent may grant an additional extension, not exceeding one hundred eighty (180) days beyond the specified limits. Payments shall be made during the period on the basis of the teacher's regular salary less current single per day rate for substitutes for the period granted.
- D. A teacher shall be granted up to twelve (12) days of entitled/accumulated sick leave per school year out of his/her personal sick leave set forth in A above for illness or injury of the teacher's spouse, child, parent, or a person for whom the teacher has primary care responsibility. The Superintendent may approve an additional three (3) days of entitled/accumulated person sick leave per school year for illness or injury of a person whom the teacher has primary care responsibility.
- E. Under suspected misuse of sick leave, the Superintendent may require proof of medical condition by an appropriate medical authority.
- F. Notwithstanding the language in Sections A and B, any teacher who has accumulated more than 265 days of sick leave on or before July 1, 1994 shall be entitled to retain such days. Further, notwithstanding the language in Sections A and B, any teacher who has accumulated more than 200 days of sick leave on or before July 1, 1996 shall be entitled to retain such days.
- G. Sick Bank.
 - 1. Each teacher may annually contribute up to two (2) days of his/her sick days to the sick leave bank during the designated contribution period. Should there be insufficient days to cover the granting of a teacher's request, a new contribution period will be announced. Unused days in the bank will be retained from year to year.
 - 2. In order to be eligible to receive days from the sick bank, a teacher must have contributed one or more sick days to the sick bank during the contribution immediately prior to his/her request for days from the sick bank. New teachers and teachers returning from leave may contribute up to two days immediately upon hiring or his/her return to work.
 - 3. Any teacher who has exhausted his/her accumulated sick banks may apply for days from the sick bank. Such days may be granted only in situations of extreme hardship or extenuating circumstances. The decision regarding the granting of days will be made by the Superintendent or his/her designee and the Association President or his/her designee. No more than twenty-five (25) days may be awarded per request. In the event the Superintendent and the President of the Association, or their designees, are unable to reach agreement regarding a teacher's request, the decision regarding the

teacher's request will be made by the Board of Education. The decision as to the granting of denying of requested days from the sick leave bank is not subject to the grievance procedure.

4. The Association President may receive a report on sick leave bank activity upon request.
5. This provision concerning the creation and operation of a sick leave bank will expire June 30, 2017. In the event of the expiration of the sick leave bank, currently employed teachers who have contributed days to the sick leave bank will be rebated the days they contributed to the sick leave bank, provided there are a sufficient number of sick days in the sick leave bank, based on the number of days that they have contributed. Teachers who have contributed the most days to the sick leave bank shall be rebated first, although teachers who have received days from the sick leave bank shall not be eligible for said rebate. Under no circumstances will a teacher receive back more days than the number of sick days that he/she has contibuted.

ARTICLE 19 Severance Pay

- A. Upon the retirement or death of a teacher who has had twenty (20) or more years total teaching experience, at least fifteen (15) of which are in such service in the State of Connecticut, and the last ten (10) years of which are in the Tolland School System, such teacher or his/her beneficiary shall be paid fifteen (15) percent of his/her last year's salary over and above his/her regular compensation. This provision shall not apply to teachers hired after June 30, 1994.
- B. Upon resignation of a teacher in good standing based upon evaluations and professional behavior, or retirement from the Tolland School System, or death, a teacher or, upon the teacher's death, his/her beneficiary, will receive incentive compensation for accumulated sick leave as follows, up to one hundred ninety (190) days.
 1. Twenty-two dollars (\$22.00) per day after ten (10) years continuous service.
- C. The benefits set forth in 19.B shall not be available to teachers hired after June 30, 2014.

ARTICLE 20 Personal Days and Short Term Leaves

- A. All teachers will be entitled to the following:

1. Bereavement Leave - five (5) days not accumulative used at the teacher's discretion.
2. Recognized religious holidays - maximum of three (3) days provided written notice is given to the administration at least two (2) weeks in advance.
3. Personal Days - three (3) days, not accumulative.
 - a. May be used for personal, legal, household or family matters which require absence during school hours. Personal days will not be used for personal entertainment. Recognizing the necessity for continuity in instruction, teachers will make every effort to avoid the use of personal days abutting a vacation day or holiday.
 - b. Teachers requesting use of up to two days of personal time, cumulative, must submit to the administrator a completed request in writing setting forth the reason for the requested personal day at least five (5) working days prior to the date requested. In case of an emergency, when prior notice to the building administrator is impossible, notice must be given as soon as possible and the building administrator may grant approval after the fact. A request form must still be provided upon return.
 - c. Teachers may request one personal day by indicating on a personal day request form the general category for the personal day: personal, legal, or household/family matter.
4. Professional Days
 - a. Teachers requesting a professional day shall submit a completed request form to the principal and Superintendent or his/her designee. A written notice of approval or reasons for disapproval shall be given by the Superintendent within five (5) working days from the date of request.
 - b. The Board agrees, upon the recommendation of the Superintendent or his/her designee, to reimburse teachers for fees, meals, lodging, and transportation when attendance at conventions and conferences, or observation of an activity in another school system, will contribute to the effectiveness of the instructional program. Estimated fees shall be paid upon prior approval.

B. All teachers will be entitled to the following leave of absence without pay.

1. Crisis leave - up to thirty (30) days
 - a. With approval of Superintendent.
 - b. Crisis will be defined as any event which would prevent the teacher from effective job performance.
 - c. A crisis leave may be extended under the provisions of Article 23.

ARTICLE 21
Jury Duty

- A. Any teacher who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The teacher shall receive his/her regular salary minus any compensation received for jury duty. Adjustments to payroll will be based upon proof of service and/or compensation.
- B. Where the Administration feels such jury duty would make an extreme hardship in the system, the Superintendent reserves the right to request the presiding judge to waive duty.

ARTICLE 22
Sabbatical Leave

The Superintendent shall determine availability of suitable substitutes and determine leave on this availability, and shall review and approve worthwhile programs subject to the following conditions:

- A. Request for sabbatical leave must be received by the Superintendent in writing in such form as may be required no later than June 30 of the year preceding the school year in which the sabbatical is requested. It is understood that the deadline of June 30 shall be waived at the discretion of the Superintendent when fellowships, grants or scholarships awarded later in the year make such a deadline unreasonable. Requests should include the date by which notice of approval or disapproval is required.
- B. The teacher shall be eligible for an initial-sabbatical leave after at least six (6) consecutive full school years of active service in this system. A second sabbatical may be granted after another six (6) year period.

- C. A sabbatical leave shall be for a full academic year and professional staff member shall be paid at half (1/2) of his/her base rate. In this instance "full annual base rate" shall be defined as that salary from which retirement is deducted.
- D. The teacher, as a condition to the acceptance of the sabbatical leave, shall agree to return to employment in the system for two (2) full years. In the event the teacher shall not elect to return, the teacher shall reimburse the Board fully for all sabbatical payments made by the School Board.
- E. The teacher returning from sabbatical leave shall be placed on the appropriate step on the salary schedule as though he/she had been in active service in the system for the year of the sabbatical leave. The sabbatical shall not affect continuity of service nor accrual of seniority toward longevity benefits.
- F. A sabbatical leave shall be subject to the recommendation of the Superintendent and approval by the Board of Education. Notice of approval or disapproval will be given in writing as soon as possible, but not later than the date specified in the request.

ARTICLE 23

Extended Leave of Absence

- A. Upon the recommendation of the Superintendent, the Board of Education may approve a leave of absence for a teacher for up to one (1) year. A two (2) year leave of absence may be granted for Government Service such as the Peace Corps, VISTA, or other international or domestic teaching, or service opportunities.
- B. Intent to return to the school system from a leave of absence must be made in writing to the Superintendent of Schools by February 1st of the preceding school year.
- C. A teacher may be granted a leave of absence for critical illness or severe injury in the immediate family (spouse, child, parent, sibling, parent of spouse, step-parent, or grandparent of either) or a person of intimate familiar relationship.
- D. A request for any leave of absence shall be given an answer in writing within ten (10) school days following the next regular Board meeting after the request is submitted.
- E. All leaves of absence will occur between July 1 and June 30. Emergency leaves other than those stated above will be considered by the Board of Education.

ARTICLE 24
Parenthood Leave

A. Pregnancy and Childbirth Leave

1. Disabilities caused or contributed by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be treated as temporary disabilities for all job-related purposes.
2. Accumulated sick leave shall be available for use during periods of such disability.
3. Disability leave beyond any accumulated sick leave shall be available, for such reasonable further period of time as a female employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto.
4. Policies involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.

B. Childrearing Leave

1. Any certified professional employee shall be entitled, upon written request to the Superintendent, to an extended leave without pay for the purpose of childrearing of a natural, adopted, or foster child apart from any childbirth disability leave with pay. Such leave may extend for up to one full school year excluding the year in which the leave commences.
2. Childrearing leave shall be subject to the following provisions:
 - a. Employees requesting leave shall submit written notice, not less than thirty days prior to the anticipated date of ending performance of duties.
 - b. Childrearing leaves granted in accordance with B.1. above will end at the beginning of a new school year.
 - c. Employees who have been granted childrearing leaves of absence shall notify the Superintendent of Schools in writing on or before February 1 of their intentions to resume work at the beginning of the ensuing school year.

- d. Any person employed by the Board of Education to fill the position of any certified professional employee on leave shall be notified in writing by the Superintendent of Schools at the time of employment that his/her contract will terminate at the conclusion of the school year.

ARTICLE 25
Military Leave

Any teacher who leaves the Tolland School System in order to fulfill his/her military obligation shall be reinstated upon return in accordance with Sec. 10-156c and 10-156d of the State Statutes as currently amended.

ARTICLE 26
General Provisions

- A. There shall be no action of any kind taken against any teacher by reason of his/her membership in a professional organization or participation in its activities.
- B. All provisions of this Agreement shall apply to all teachers without discrimination in regard to age, race, creed, color, religion, nationality, disability, sex, sexual orientation, or marital status.
- C. The private and personal life of a teacher is not within the appropriate concern or attention of the Administration or the Board of Education, except as it may interfere with the teacher's responsibilities to and relationships with students and/or the school system.
- D. No complaint from a parent shall be used in the evaluation process unless the teacher has been informed in writing of the complaint at the time it occurs. The teacher shall be provided with a copy of the parent complaint if used in the evaluation process.
- E. In-service days shall be planned in consultation between the TEA and Administration.
- F. No teacher shall be given a written reprimand, denied an increment, or suspended without pay without just cause. If a teacher is to be formally disciplined or otherwise deprived of his professional advantage by the Board or its agents, he/she shall be entitled to receive a statement of reasons in writing.

ARTICLE 27
Staff Salaries

- A. All newly employed teachers shall be placed on the appropriate salary schedule taking into consideration the following:
1. Degree status as defined under Section D.
 2. Credit for teaching experience in public, private, and military dependency schools, provided that such experience shall have been continuous service of at least one-half of any school year.
 3. Up to two (2) years credit for service in the Peace Corps, armed forces, VISTA or other governmental service organization.
 4. Credit for service when employed full-time as an elected association official on a local, state, or national level.
 5. The Superintendent may grant credit on the salary schedule to a certified teacher for any other type of experience deemed relevant to teaching in Tolland. The TEA President will be informed of any new hire who is granted credit on the salary grid under this clause.
- B. Any teacher coaching or supervising an approved extracurricular activity shall receive his/her stipend in full in the next pay period upon completion of the activity and upon receipt of either the athletic director's or the principal's approval by the business office.
- C. Salary increments will be based on satisfactory performance with the provision that a warning letter of substandard performance is sent to the teacher by the Superintendent no later than February 20. If improvement is not noted, the teacher will be so informed before April 1 of the same year. The Superintendent or his/her designee may withhold a salary increment for unsatisfactory performance as noted in the required teacher evaluation.
- D. Salary Schedule Definitions
1. B.A. - a baccalaureate degree earned at an accredited college or university.
 2. M.A./B.A.+30 - a Master's degree earned at an accredited college or university; or 30 credits earned at an accredited college or university in a planned program in addition to the B.A. degree.

3. Sixth Year - the sixth year shall constitute a planned program at an accredited college or university resulting in the award of a CAGS, CAS, Sixth Year Certificate, or a second Masters degree, or its equivalent.
 4. PhD. - An earned doctorate at an accredited college or university.
- E. The Tolland School Board shall annually allot \$20,000, to reimburse teachers for courses and workshops based on a priority basis. The reimbursement rate will be half of the existing rate for a three credit graduate course and fees at the University of Connecticut and in no case shall the reimbursement exceed the cost of the course or workshop. If there are insufficient funds to reimburse everyone in one of the following categories, the funds will be given to those submitting their notice of intent or request first, based on the priorities listed. The priority basis is as follows:

Priority 1

1. a. Fifty percent (50%) of the money will be allotted to those teachers taking courses leading to a Master's degree. The Tolland School Board will reimburse tuition and fees for these courses providing teachers earn a grade of "B" or better. Teachers qualifying for reimbursement under this section shall receive first priority for one course only, per year. Any additional courses may be applied for under Section E2, as a second priority. Deadline for notification of intent to file a reimbursement request for tuition under this section will be January 30.
- b. Fifty percent (50%) of the money will be allotted to those teachers taking courses above the Master's level as long as the course work leads to advanced degrees in the education field. The Tolland School Board will reimburse tuition and fees for these courses providing teachers earn a grade of "B" or better. Applying for National Board Certification will count as one course only. Any additional courses may be applied for under Section E2, as a second priority. Deadline for notification of intent to file a reimbursement request for tuition under this section will be January 30.
- c. If allotted funds have not been allocated in their entirety to either group 1a or 1b by January 30, then the remaining funds from that group (1a or 1b) will be used to meet the remaining requests in the other group. When all priority 1 funds have been distributed according to requests received by January 30, then any remaining funds will be used to meet priority 2 requests.

Priority 2

2. If money remains at the end of the year, the second priority would be to reimburse tuition and fees for course work as long as the course work is

related to their teaching assignment. Deadline for notification of intent to file a reimbursement request for tuition under this section will be January 30.

3. If money remains at the end of the year after all qualifying course work requests are paid, the remaining funds will be divided equally among all other teacher paid workshop reimbursement requests. Deadline for notification of intent to file under this section will be March 31. Request and receipts for reimbursement under this section will be June 1.

- F. The Tolland School Board will accept earned degrees from universities that have been approved and accredited by the New England Association of Schools and Colleges and sister accreditation agencies throughout the country. The five accreditation associations are listed below:

Middle States Association of Colleges and Schools
North Central Association of Colleges and Schools
Northwest Association of Secondary and High Schools
Southern Association of Colleges and Schools
Western Association of Schools and Colleges, Inc.

ARTICLE 28

Part-Time Teachers

The provisions of this agreement shall be applicable to part-time teachers except as follows:

1. Article 8: Hours will be as established between the principal and the teacher as necessitated by scheduling.
2. Article 11: Part-time teachers will not be entitled to a preparation period.
3. Article 18: If a teacher is subsequently employed full-time, his/her sick leave accumulated as part-time teacher will be adjusted accordingly (e.g., 30 days accumulated at half-time will become 15 days).
4. Article 19: Section A; Part-time service will be credited as such. Section B; Accumulated sick leave will be adjusted as in 3 above.
5. Article 22: Part-time service will be credited as such.
6. Article 27: (Teachers will be paid at the ratio of the time assigned in minutes to the total time in the teacher's work day in minutes as defined in Article 8.)

7. Article 29: The Board will pay its pro rata share of insurance costs for part-time teachers. For example, the Board will pay 1/2 of the cost (based on the premium amount and the Board's co-insurance obligation) of family coverage or individual coverage, as applicable, for a teacher working half-time, the balance to be paid by the teacher.

ARTICLE 29
Insurance Benefits

A. 1. Traditional Plan

The Board shall provide eligible employees with the opportunity to enroll (for individual, 2-person, or family membership) in a comprehensive health insurance plan.

The Traditional plan will include the following elements:

In-network services	
Office Visit Co-payment	\$25
Urgent Care Co-payment	\$30
Emergency Room Co-payment	\$100
Outpatient surgery co-payment	\$125
In-patient hospitalization co-payment	\$200
Out-of-network services	
Deductibles	\$250/500/750
80/20 Co-insurance, subject to the following out-of-pocket maximums	\$1250/2500/3750
Cost-share maximums	\$1500/3000/4500
Prescription Coverage	\$10/25/40, with 2x co-payment for mail order.

The teachers shall pay twenty percent (20%) of the costs for the Traditional plan. Effective July 1, 2015, teachers shall pay twenty and one half percent (20.5%), and effective July 1, 2016 teachers shall pay twenty one percent (21%) of the costs for the Traditional plan.

2. HSA Plan

The Board shall implement a high deductible/HSA plan including the following components:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family)	\$1500/3000	\$2000/4000
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Co-insurance Maximum (Individual/Aggregate Family)	N/A	\$2000/4000
Cost Share Maximum (Individual/Aggregate Family)	\$1500/3000	\$4000/8000
Lifetime Maximum	Unlimited	Unlimited

The Board will fund seventy-five percent (75%) of the applicable HSA deductible amount for each teacher who elects coverage under the high deductible/HSA plan. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts throughout the course of the year, on the Board's payroll dates. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed teachers. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment. If the high deductible/HSA plan is implemented after the start of the calendar year, the Board's contribution toward the funding of the deductible shall be pro-rated for that year.

Teachers shall be responsible for paying thirteen percent (13%) of the premium costs for the high deductible/HSA plan. Effective July 1, 2015, teachers shall pay fourteen percent (14%) of the premium costs, and effective July 1, 2016, teachers shall pay fifteen percent (15%) of the premium costs for the high deductible/HSA plan.

Teachers hired after June 30, 2014 who elect to receive health insurance shall participate in the high deductible/HSA plan.

- B. For each participating teacher, the Board shall pay the percentages set forth below toward the costs of family coverage or individual coverage, (whichever is applicable) for the following insurance:
1. Vision Care and Dependent Children Rider.
 2. Full Service Dental Plan with Rider A.

3. Life and AD&D coverage equal to one and one-half times annual base salary.

Teachers' premium contributions shall be eighteen percent (18%).

- C. The Board shall have the right to change the carriers and/or plans for the health, dental and life insurance benefits described in this article, provided that the new carriers and/or plans provide an overall level of benefits which, when considered as a whole, provides a level of benefits comparable to the existing carriers and/or plans. The board also reserves the right to self-insure some or all of the health, dental and life insurance benefits. The Board will provide at least thirty (30) days notice and consult with the Association before changing carriers and will arrange for information sessions with affected employees prior to implementing any change.

The Board will provide a disruption report developed by each carrier who is under consideration to that of the incumbent carrier. The report will be based on all providers in the prospective carrier network and will be based on the percentage match to all provider (physician, facility and other) encounters in the most current twelve (12) months of visits. The prospective network must have a ninety percent (90%) or better match to all provider encounters.

- D. The Board shall provide information to each teacher on insurance premiums and benefits upon the issuance of a new contract.
- E. Compensation shall be paid to a teacher for personal property damage sustained during or as a direct result of performance of their employment in the Tolland Public Schools, unless such damage was due, in whole or in part, to the teacher's own negligence. The compensation shall not exceed the deductible amount included in a teacher's homeowners or automobile insurance or two hundred dollars (\$200), whichever is less. In order to be eligible for compensation, the teacher must have filed a written report with the local law enforcement agency.
- F. Upon performance of his/her contract obligation to the school district for the entire school year, a teacher who submits a letter of resignation to the administration, no later than June 1, may retain his/her eligibility for insurance benefits, as set forth in this Article, through August 31 or until the teacher is eligible for health insurance benefits from another employer, whichever occurs sooner.
- G. A retiree may continue to maintain coverage for the retiree and his/her eligible dependents (subject to the eligibility requirements of the carrier) as elected above under a sub-group established by the Board of Education. The Board shall pay fifty percent (50%) of the cost of such coverage for teachers who retire with thirty (30)

years service in the Town of Tolland, or thirty-five percent (35%) of the cost with twenty-five (25) years service, or twenty-five percent (25%) of the cost of coverage for teachers who retire with twenty (20) years service in the Town of Tolland. Benefits will be paid for a period not to exceed ten (10) years. After the ten (10) year period a retiree may continue to participate in the group coverage at his/her own expense. This provision shall not apply to teachers hired after June 30, 1994.

- H. Life insurance coverage upon retirement is fifty percent (50%) of the coverage just prior to retirement. This provision shall not apply to teachers hired after June 30, 1994.
- I. Employees may change insurance benefits once per year. Changes in enrollment during the plan year may only occur to the extent required by law.
- J. Eligible employees may participate in the Board established Section 125 Plan for pre-tax treatment of health benefits (§125), payments of insurance premium amounts (§106), health care expenses not covered by the insurance plan (§105) and dependent care costs (§129). The cafeteria plan's medical flexible spending arrangement ("FSA") will have an annual maximum of two thousand five hundred dollars (\$2,500), and will permit employees to receive reimbursement for qualified medical expenses for a period of two (2) months and fifteen (15) days (also known as the grace period) after the ending date of the cafeteria plan year. The cafeteria plan provider's reimbursement system will ensure that medical expenses incurred during the grace period are reimbursed first from the preceding year's account balance, if any. The dependent care FSA will have an annual maximum equal to the maximum allowed under Section 129 of the Internal Revenue Code.

To avoid adverse income tax consequences to employees, the Board's cafeteria plan will be set forth in a written plan document that shall be consistent with IRS rules governing Section 125 plans. In the event that the medical FSA account for an individual has money left over after the plan year reimbursement date (generally 90 days after the close of the plan year plus the grace period referred to above), if the remaining money in all of the medical FSA accounts averages out to more than ten dollars (\$10.00) per employee, then the money will be distributed on a per capita basis (an equal amount per employee) to those who participated in the plan and remain as an employee as of the last day of the plan year. If the remaining money from the medical FSA account averages out to less than less than \$10 per employee, then the money will be retained by the employer. The Employer and the cafeteria plan provider will follow the Internal Revenue Code and applicable IRS regulations and other applicable IRS guidance in determining whether the distributed amount to employees is taxable income that must be so reported to employees and the IRS.

The plan shall not be materially changed, as it relates to bargaining unit members, without the agreement of the Association unless the change is required as a result

of changes to the Internal Revenue Code, applicable regulations issued by the Internal Revenue Service, or other applicable law.

ARTICLE 30
Teacher Duties

- A. The Board recognizes the professional status of teachers, and the advantages of utilizing teachers in the most beneficial manner for the students. Accordingly, the Board will make every effort to provide assistance in certain non-teaching areas, including, but not limited to lunch duties and recess duties.

ARTICLE 31
Class Size

The following guidelines shall be followed in establishing student scheduling:

1. The Board through its administrators will maintain class sizes of twenty-eight (28) students or fewer except in kindergarten, which shall be limited to twenty (20) students. In an extreme or unusual circumstance, the Superintendent will consult with the TEA before increasing kindergarten classes over twenty (20) students.
2. Physical Education classes shall have a maximum of thirty (30) students. (In the school gymnasiums no more than three (3) classes will be scheduled during the same time period.)
3. Activity-oriented classes such as science labs, art and drafting shall not exceed the number of work stations provided except by mutual agreement between the teacher and administration. Where the teacher is new to the system, a representative of the TEA may be present to advise him/her.
4. Technical classes using heavy machinery shall have a maximum of sixteen (16) students. Technology classes at Tolland Middle School shall have a maximum of twenty (20) students.
5. Class size in Family Consumer Sciences involving use of appliances or the inclusion of preschool children shall not exceed twenty (20) students except by mutual agreement. (It is understood that all other Family Consumer Science classes are an exception to this restriction.)

ARTICLE 32
Specialists

- A. The Board of Education will provide teachers in the areas of guidance, art, music, physical education, psychological evaluation, library and special education in each building. Such teachers will not be assigned to more than two (2) buildings.
- B. In order to meet minimum requirements of the following positions, it is necessary to work beyond the regular employment day and year with the students and parents. Minimum days beyond the regular school year shall be: Reading and kindergarten teachers, two (2) days; Counselors and School Psychologists, twelve (12) days.

Compensation for the positions will be as follows:

Reading teachers	1.2 percent of regular salary
Kindergarten teachers	1.2 percent of regular salary
Guidance counselors	6.5 percent of regular salary
School psychologists	6.5 percent of regular salary

- C. The position of Director of Athletics and the Director of Guidance shall be contracted on a twelve (12) month basis with "Director" designation. Other positions may be added to this classification at the discretion of the Superintendent and the Board. Persons holding these positions will be covered by this agreement. In addition, they will be required to work twenty-five (25) days beyond the teacher work year. Compensation for the position shall be twenty percent (20%) of regular salary.
- D. K-12 Curriculum coordinators will work twelve (12) days beyond the teacher work year and as consideration for this additional time will receive an additional ten percent (10%) of their pay. Curriculum coordinators assigned to two schools will work ten (10) days beyond the teacher work year and as consideration for this additional time will receive an additional five percent (5%) of their pay. School curriculum coordinators assigned to one school will work six (6) days beyond the teacher work year and as consideration for this additional time will receive an additional three percent (3%) of their pay.

ARTICLE 33
Special School Programs

These provisions apply to homebound instruction and summer school.

- A. Positions in these programs shall be filled first by teachers regularly employed in the school system in which the pupil is enrolled.
- B. In filling such positions, consideration shall be given to the student's needs and to a teacher's area of competence, major and/or minor field of study, quality of teaching

performance, attendance record, length of service in the system, and prior experience in this program, if any.

- C. The practicalities of filling positions for homebound instruction do not always allow time to list openings for which teachers may apply. Therefore, teachers wishing to be considered for homebound teaching assignments shall notify the guidance office (high school and middle school), and/or the principal's office (Tolland Intermediate School and Birch Grove). Assignments for homebound instruction shall be made by administration and guidance from lists of interested teachers compiled in these four locations.
- D. Compensation for Homebound Instruction shall be as follows: \$30.00/hour.

ARTICLE 34

Curriculum Development

Curriculum shall be thoroughly researched by a joint committee of Administration, Association and Board of Education or its representatives. The teacher shall play an active role in the preparation, implementation, and evaluation of curriculum. It is understood that a curriculum shall be developed eventually for each subject area throughout the educational system in Tolland.

Curriculum shall be revised and/or developed in subject areas to be identified. This will proceed as follows:

- A. All teachers shall be notified in writing and be invited to participate in curriculum development.
- B. When summer curriculum writing is to be undertaken, the Superintendent or his/her designee shall appoint summer curriculum writers according to the following guidelines:
 - 1. The scope of the writing project shall determine the schools to be represented.
 - 2. Teachers from the grade and/or school whose curriculum is being revised will be given preference.
 - 3. Appointments to curriculum revision and/or summer writing shall be made by the Superintendent or his/her designee after consultation with the principals.
- C. A summer curriculum writing day consists of seven (7) working hours, including one-half hour for lunch.

- D. Writing days shall be determined by the writers after consultation with the Superintendent.
- E. The per diem rate of pay for each member of the Summer Curriculum Writing Team shall be 1/(days in the teacher work year) of the first step of the B.A. Salary Schedule.
- F. The Board of Education shall provide clerical assistance and materials necessary to publish the curriculum.

ARTICLE 35
Amendment

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

ARTICLE 36
Miscellaneous

- A. The Board agrees to provide deductions for insurance for those teachers filing a form no later than the first Friday in September of each year for the current school year. Insurance forms shall be made available to all teachers upon receipt of the contract or salary agreement.
- B. The Board further agrees to provide payroll deductions for local, state and national teacher association dues to be deducted in nine (9) equal portions during the months October through June for those teachers filing a form by September 15 of each year for the duration of this contract.
- C. The Board agrees to provide direct deposit to a maximum of three (3) accounts. Time required for changes in direct deposits is six (6) weeks. The Board agrees to provide monthly payroll deductions during the months of October through June for annuities, for those teachers who file a form, indicating the amount to be deducted at least three (3) weeks prior to the first of the month in which deductions are to begin.
- D. Payroll checks shall be via direct deposit and issued on the first Friday upon return to work and then biweekly, with the final paycheck issued on the last day of school or the normally scheduled Friday, whichever comes first. No later than July 31 for each year of the agreement, the teacher must elect whether he/she wants his/her monies based on a 22 or 26 payment basis, and whatever determination is made at that time shall continue through the year.

- E. In-service training and professional development programs will be scheduled in accordance with State Statute. Other training and development programs may be scheduled by the Board as necessary during the employment year.
- F. Teachers completing requirements for an advanced degree that would qualify them for a lane change must provide written notice plus evidence of completion to the Superintendent or his/her designee by September 1st to be eligible for the pay raise to be in effect for the entire school year. Teachers who provide evidence after that date or complete course work in the fall semester are eligible for a pay increase to commence in January of the same school year provided that they submit evidence of completion by January 1st.

Evidence to be presented must include, college/university official transcript; however, in the event that the college/university has not released the official transcript by the date required, the teacher may submit a letter from an authorized official of the college/university attesting to completion. The teacher shall be required to send the official transcript as soon as it becomes available.
- G. Teachers hired after August 31st will make special arrangements for the first paycheck with the business office, but shall be paid, in any event, by the second payday.
- H. The Tolland Education Association President shall be released from non-teaching assignments one (1) period per day or the equivalent of one (1) period, to be established between the principal and teacher, to consult with Association member(s) and/or the administration.
- I. The Tolland Education Association will have use of a classroom, as a workroom, as space is/or becomes available in Tolland Schools.
- J. The Tolland Public Schools will permit teachers to share classroom jobs. Such job-sharing will be conducted according to procedures developed by the Superintendent and the Association. Benefits will be assigned on a pro-rata basis.
- K. Any proposals to alter the job descriptions of employees covered by this agreement will be made only after consultation between the Superintendent and the Association.
- L. Teachers who are assigned to teach at two (2) or more schools will be reimbursed for mileage incurred traveling between the schools. Such teachers will be required to submit a mileage form to the Board office on a monthly basis in order to obtain such reimbursement. Reimbursement will be at the IRS rate.
- M. At the time of the placement of a special education student in his/her classroom, or as soon as possible thereafter, every teacher responsible for implementing the IEP

shall be provided with the opportunity to confer with the special education teacher, sending teacher, and/or principal.

The Administration will notify the teacher if an assigned student has a known history of aggressive and/or violent behavior.

- N. The Board and the Association recognize the importance of maintaining a safe school environment. Accordingly, the Board has implemented, and teachers will participate in, the Tools for Schools program.

The Board will make reasonable efforts to provide well lighted and clean rest rooms, classrooms and work areas for teachers, with separate restroom facilities for men and women.

ARTICLE 37

Duration

The provisions of the Agreement shall be effective as of July 1, 2014 and shall continue and remain in full force and effect to and including June 30, 2017.

ARTICLE 38

Other Professional Positions

All positions listed in this article will be paid on the following basis: (Position percent) x (80) percent x (first step B.A. salary). Each percentage point, as reflected in the tables set forth below, shall be based upon a minimum of twenty (20) hours spent outside the regular work year.

All positions listed in Clubs and Advisors, and Program and Curricular Positions, shall be filled in the following manner:

1. First, the position shall be announced in the building in which it is housed.
2. If the position is not filled by a staff member assigned to the building in which the position is housed, the building principal shall announce the opening to all schools.
3. At the same time the unfilled position is announced in paragraph 2 above, recruitment efforts may also be started outside the district staff.

	Clubs and Advisors	
Title		Percentage
Student Council Advisor (THS-each of 2)		7

Yearbook Advisor (THS-each of 2)	7
Yearbook Advisor (TMS)	4
National Honor Society Advisor	5
Jazz Band (THS)	6
Drama Director (THS)	7
Drama Director (TMS) Play	6
Variety Show Director (TMS)	3
Marching Band Director (THS)	4
Pep Band (THS)	3
Senior Class Advisor (THS-each of 2)	6
Junior Class Advisor (THS-each of 2)	5
Sophomore Class Advisor (THS-each of 2)	4
Freshman Class Advisor (THS-each of 2)	4
Grade Eight Advisor	5
Mock Trial Advisor (THS)	5
Dramatic or variety show assistants (All Schools)	3
Student Government Advisor (TMS-each of 2)	5
Chess Club Advisor	5
All other clubs/activities	3
Event Chaperone	0.2
Student Council Advisor (TMS-each of 2)	5

Program and Curricular Positions

In the following section, “teacher” shall be any person having teaching responsibilities within a department, program, team or grade. Teachers shall be classified in the following ways:

- a. Department Liaisons at Tolland High School shall be classified by teaching periods, and in all cases, the time will be calculated in thirds (i.e. 1 class is .33). Compensation will follow the percents listed below.
- b. Program/grade leaders will be classified (due to time restrictions) as carrying a whole teaching schedule. Compensation will be at a two percent (2) increase over the percentages listed below.
- c. Department Liaisons who volunteer to carry an additional class will be compensated at a two percent (2%) increase over the percents listed below.

Department Chair/Grade Leader

7 or more teacher department	15
6 or more teacher department	14
5 or more teacher department	13
4 or more teacher department	12

3 or more teacher department	11
2 or more teacher department	10
Guidance Coordinator (TMS)	12
Audio-Visual Coordinator (THS-TMS)	5

Athletic Positions

All positions will be compensated as listed with the stipulations listed in this paragraph. The high school basketball, indoor track, and football coaches will receive twenty-five percent (25%) above the existing stipend (actual pay) to compensate for the length of the season and time commitment. After five (5) years experience in a coaching position, the coach will receive an additional two percent (2%) in stipend. Years experience in a sport will include experience coaching in another school.

Any person scheduled to receive less than the current compensation under this article shall continue to be compensated at the former rate.

Faculty Manager	4.0
Varsity Coach (THS)	13.0
JV and Assistant Coaches (THS)	9.75
Frosh and TMS Coaches	7.75
Cheerleading (THS – per sport)	5.0
Cheerleading (TMS)	3.0
Athletic Trainer (per sport)	3.0
Intramurals/min. 5 wks; 2x/week or 10 meetings)	2.0
Timers and Scorekeepers/evenings	0.25
Crowd Control/evenings	0.2
TMS timers/scorekeepers/crowd control	0.15
Non-board officials	0.25

APPENDIX A
2014-15 Salary Schedule

Step	BA	MA	Sixth
1	44,344	46,224	47,700
2	44,881	47,797	49,180
3	45,552	49,468	51,867
4	46,358	51,249	54,150
5	47,300	53,146	56,571
6	48,373	55,164	59,127
7	49,450	57,317	61,677
8	50,795	59,608	64,229
9	52,136	62,054	66,918
10	53,481	64,908	69,739
11	53,481	68,087	72,898
12	53,481	71,600	76,122
13	53,481	75,496	79,549
14	52,564	80,106	85,271

There shall be no step advancements during the 2014-15 contract year.

2015-16 Salary Schedule

Step	BA	MA	Sixth
1	44,366	46,247	47,724
2	44,903	47,821	49,205
3	45,575	49,493	51,893
4	46,381	51,275	54,177
5	47,324	53,173	56,599
6	48,397	55,192	59,157
7	49,475	57,346	61,708
8	50,820	59,638	64,261
9	52,162	62,085	66,951
10	53,508	64,940	69,774
11	53,508	68,121	72,934
12	53,508	71,636	76,160
13	53,508	75,534	79,589
14	53,458	81,468	86,721

All eligible teachers shall advance one step on the salary schedule from the previous year.

2016-17 Salary Schedule

Step	BA	MA	Sixth
1	44,521	46,409	47,891
2	45,060	47,988	49,377
3	45,735	49,666	52,075
4	46,543	51,454	54,367
5	47,490	53,359	56,797
6	48,566	55,385	59,364
7	49,648	57,547	61,924
8	50,998	59,847	64,486
9	52,345	62,302	67,185
10	53,695	65,167	70,018
11	53,695	68,359	73,189
12	53,695	71,887	76,427
13	53,695	75,798	79,868
14	54,367	82,853	88,195

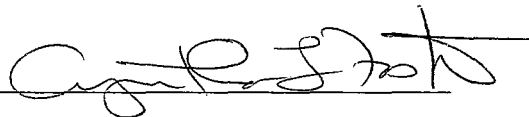
All eligible teachers shall advance one step on the salary schedule from the previous year.

**APPENDIX B
Teacher Experience Grid**

Step	<i>Years of Experience</i>		
	2014-15	2015-16	2016-17
1	1-2	1	1
2	3	2-3	2
3	4-5	4	3-4
4	6	5-6	5
5	7-8	7	6-7
6	9	8-9	8
7	10	10	9-10
8	11	11	11
9	12	12	12
10	13	13	13
11	14	14	14
12	15	15	15
13	16	16	16
14	17 plus	17 plus	17 plus

SIGNATURES

FOR THE
TOLLAND EDUCATION ASSOCIATION

BY 

DATE 10/9/13

FOR THE
TOLLAND BOARD OF EDUCATION

BY 

DATE 10/9/13

