

**PROFESSIONAL AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION  
OF CHAPLIN, CONNECTICUT**

**AND**

**THE CHAPLIN EDUCATION ASSOCIATION**

**2017-2020**

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE..... 1

ARTICLE 2 - AMENDMENT..... 2

ARTICLE 3 - SUCCESSOR AGREEMENT..... 2

ARTICLE 4 - RECOGNITION..... 2

ARTICLE 5 - TEACHER'S RIGHTS..... 3

ARTICLE 6 - TEACHER, ASSOCIATION AND BOARD RIGHTS..... 4

ARTICLE 7 - CONTRACTS..... 4

ARTICLE 8 - BOARD POLICIES..... 5

ARTICLE 9 - DURATION..... 5

ARTICLE 10 - STATUTES..... 5

ARTICLE 11 - SEVERABILITY..... 5

ARTICLE 12 - TEACHER LOAD AND RESPONSIBILITIES..... 5

ARTICLE 13 - TEACHER PROTECTION..... 6

    PERSONAL INJURY BENEFITS..... 7

ARTICLE 14 - SICK LEAVE..... 7

    SICK DAYS BANK..... 8

ARTICLE 15 - PERSONAL, PROFESSIONAL AND JURY DUTY LEAVES OF ABSENCES..... 8

ARTICLE 16 - OTHER LEAVES OF ABSENCE..... 9

    EXCHANGE TEACHER'S LEAVE..... 9

    PREGNANCY OR CHILDBIRTH LEAVE/CHILDREARING LEAVE..... 9

    GENERAL LEAVE..... 10

ARTICLE 17 - WORK DAY/ WORK YEAR..... 11

ARTICLE 18 - PREPARATION PERIOD..... 11

ARTICLE 19 - DUTY FREE LUNCH..... 11

ARTICLE 20 - AFTER SCHOOL MEETINGS..... 12

ARTICLE 21 - CLASS SIZE..... 12

ARTICLE 22 - ASSOCIATION PRIVILEGES..... 13

ARTICLE 23 - PERSONAL RIGHTS OF TEACHERS..... 13

ARTICLE 24 - ASSOCIATION LEAVE..... 13

ARTICLE 25 - TEACHING ASSIGNMENTS..... 14

ARTICLE 26 - STEERING COMMITTEE..... 14

ARTICLE 27 - REDUCTION IN STAFF AND RECALL..... 14

    ELIMINATION PROCEDURE..... 15

    RECALL PROCEDURE..... 15

ARTICLE 28 - CALENDAR..... 16

ARTICLE 29 - STAFF SALARIES..... 16

ARTICLE 30 - DEFINITIONS OF ACADEMIC ACHIEVEMENT .....	17
ARTICLE 31 - PLACEMENT AND INCREMENTS.....	18
ARTICLE 32 - EXTENDED PROFESSIONAL SERVICES .....	19
ARTICLE 33 - SPECIAL ASSIGNMENT.....	19
ARTICLE 34 - INSURANCE BENEFITS .....	19
ARTICLE 35 - ANNUITY PLAN.....	25
ARTICLE 36 - COST OF MEDICAL PROCEDURE.....	25
ARTICLE 37 - CHECK RECEIPTS.....	25
ARTICLE 38 - COURSE PAYMENT.....	25
ARTICLE 39 - AGENCY FEE.....	26
CONDITION OF CONTINUED EMPLOYMENT .....	26
DEDUCTIONS .....	26
SUBSEQUENT EMPLOYMENT.....	26
FORWARDING OF MONIES.....	26
LISTS .....	27
REFERENCE TO ASSOCIATION.....	27
SAVE HARMLESS AGREEMENT .....	27
ARTICLE 40 - SEVERANCE PAY.....	27
ARTICLE 41 - GRIEVANCE PROCEDURE.....	28
PURPOSE.....	28
DEFINITIONS .....	28
TIME LIMITS .....	28
INFORMAL PROCEDURES .....	29
FORMAL PROCEDURES .....	29
RIGHTS OF TEACHERS .....	31
MISCELLANEOUS .....	31
ARTICLE 42 - PAYMENT INCENTIVE FOR NATIONAL BOARD CERTIFICATION .....	32
ARTICLE 43 - INDOOR AIR QUALITY.....	32
APPENDIX I - A - SALARY SCHEDULE 2017-2018 .....	34
APPENDIX I - B - SALARY SCHEDULE 2018-2019.....	35
APPENDIX I - C - SALARY SCHEDULE 2019-2020 .....	36
APPENDIX II - SCHEULE OF PAYMENT OF OTHER SERVICES.....	37
APPENDIX III - TEACHER VERIFICATION FORM.....	39
APPENDIX IV - ASSAULT REPORTING FORM .....	40
TEACHER'S ANNUAL SALARY AGREEMENT .....	41
SEC. 10-235. INDEMNIFICATION.....	42
MEMORANDUM OF UNDERSTANDING .....	44

**WITNESSETH:**

A. Whereas, the Board and Association recognize and declare that providing a quality education for the children of Chaplin, Connecticut is their primary mutual aim and responsibility and the character of such education depends upon the quality and morale of the professional staff, and

B. Whereas, the Board has a statutory obligation pursuant to Sec. 10-153 a-g inclusive of the Connecticut General Statutes as amended, to negotiate with the Association as the exclusive representative of its teaching and certified special service personnel with respect to salaries and other conditions of employment, and

C. Whereas, the parties have reached certain understandings which they desire to confirm in the agreement, it is hereby agreed as follows:

**ARTICLE 1  
PREAMBLE**

A. The Agreement was negotiated under Sect. 10-153a, et seq. of the General Statutes of the State of Connecticut, as amended, in order (a) to fix for its term the salaries and other conditions of employment provided herein, and (b) to promote effective and harmonious working relationships between the Board and the Association for the benefit of public education in the district.

B. The Board and the Association recognize the importance of responsible participation by the entire professional staff in the planning and development of the education process. To this end they agree to maintain communications about programs, to consult on developments, and to cooperate in planning for growth either through committees, individual consultations, or meetings between representatives.

C. This Agreement shall constitute for its duration the full and complete agreement between the Board and the Association related to the subject matter hereof, unless it is changed by mutual agreement and such agreement reduced to writing.

D. Subject to the General Statutes of the State of Conn., it is recognized that the Board has and will continue to retain, the right, responsibility, and prerogative to direct the operation of the Elementary School in the Town of Chaplin in all its aspects, including, but not limited to the following:

To maintain a public elementary school that will best serve the interests of the town and the children of the town;

To control, supervise, and manage its professional staff under the terms of governing law and this contract;

To decide the need for school facilities;

To determine the care, maintenance and operation of buildings, lands and other property used for school purposes;

To employ and assign appropriate staff members or other persons, and to establish grades or grade organizations;

To dismiss the employees of the school in the manner provided by Statute;

To prescribe rules for the management of the school;

To prepare and submit budgets in its sole discretion expend money appropriated by the town for the maintenance of the schools and to make such transfers of funds within the appropriated budget as it shall seem desirable.

These rights, responsibilities and prerogatives shall not be exercised in manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities or prerogatives shall be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE 2 AMENDMENT**

Any amendment or rewording of the Agreement shall be put in writing, approved by both voting bodies and executed by the Chairman of the Board and the President of the Association, appended hereto, and made a part hereof.

## **ARTICLE 3 SUCCESSOR AGREEMENT**

A. The Board and the Association agree to conduct negotiations in accordance with Sect. 10-153, et seq. of the Connecticut General Statutes to arrive at a successor agreement to the master agreement currently in force.

B. Neither the Board nor the Association shall have any control over the selection of the negotiating representative of the other party. While no final agreement shall be executed without ratification of the Association and the Board, except in the case of a Binding Arbitration Award, the Parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach tentative agreements in the course of negotiations. Either party may utilize the services of outside consultants, legal counsels or resource people to assist in negotiations.

## **ARTICLE 4 RECOGNITION**

A. The Board recognizes the Chaplin Education Association as the exclusive bargaining representative of the group of certified professional employees and employees holding a Durational Shortage Area Permit (DSAP) who are employed by the Board of Education in positions requiring a teacher or other certificate and who are below the rank of Principal, with the exception of temporary substitute teachers.

B. 1. Employees holding a DSAP shall be covered by all terms and conditions of the collective bargaining Agreement, except as follows:

- a. Other Leaves of Absence, Article 16, sections A, B and C (6)
- b. Leave for CEA duties, Article 24
- c. Reduction in Staff and Recall, Article 27

2. A DSAP holder shall not accrue seniority or length of service for any purpose in the Chaplin school system. 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, 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 to non-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.

C. Unless otherwise indicated, such employees will be referred to hereinafter by the term "teacher" or collectively as "the teaching staff."

D. Any substitute who is employed for forty (40) or more days in the same assignment shall, on the (41<sup>st</sup>) day of employment, be placed on BA step 1 of the salary schedule of the collective bargaining agreement.

## ARTICLE 5 TEACHER'S RIGHTS

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

B. 1. It is understood that any serious, substantive complaint made against a teacher, or person for whom the teacher is administratively responsible, (i.e. student teacher and/or intern), by any parent, student or other person shall be promptly called to the attention of the teacher.

2. Insofar as possible, complaints will not be registered in the presence of pupils.

3. Correspondence relating to parent complaints shall not be placed in a teacher's personnel file without prior notice to the teacher and an

opportunity for the teacher to attach a statement or other information to such correspondence.

- C. No teacher shall receive a written reprimand, reduction in rank or compensation, be suspended without pay, or denied an increment or salary increase without just cause. The procedures set forth in § 10-151 of the Connecticut General Statutes shall be the exclusive procedure in matters involving teacher termination or non-renewal.
- D. No teacher shall be suspended, demoted or reprimanded in writing before a meeting with the administration has taken place. The teacher may elect to have a representative of the Association present at the meeting.
- E. No material originating after original employment shall be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material and this shall be attached to the file copy of the material in question.

The teacher shall retain the right to review the contents of his personnel file and may have a representative of the Association accompany him/her in such a review. A Teacher Verification Form should be filled out by the teacher and attached to the material reviewed. This form is found in Appendix III. Upon request the teacher shall be provided a photocopy of the material reviewed.

## **ARTICLE 6 TEACHER, ASSOCIATION AND BOARD RIGHTS**

- A. When requested by the Association, the Administration and/or Board shall meet with a committee of the Association to discuss matters of concern. Such meetings shall be set at mutually agreeable times.
- B. The Board or the Association shall take no action in violation of, or inconsistent with, any provision of this Agreement.
- C. The Board may make available to the Association upon request any and all information, statistics and records which the Association may deem relevant to negotiations, or necessary for the proper administration or enforcement of the Contract.

## **ARTICLE 7 CONTRACTS**

- A. The Board and the Association agree that execution of the Teacher's Initial Contract (white) and the Teachers Annual Salary Agreement (pink) annexed hereto and made part hereof shall constitute acceptance of this agreement, or its successors as they are arrived at through the normal negotiating process, by the professional employees

executing such form, and this Agreement and each of its parts shall thereupon be deemed to be incorporated into that form by reference and shall be a part thereof.

B. Decisions regarding special and extra assignments shall be mutually agreed upon by the teacher and the Administration. This does not include routine duties of school management.

C. The Board shall supply each teacher with a copy of this Agreement.

**ARTICLE 8  
BOARD POLICIES**

The Board shall provide the Association with a copy of any new or changed policies as they are developed.

**ARTICLE 9  
DURATION**

The provisions of the Agreement shall be effective as of July 1, 2017, and shall continue and remain in full force through June 30, 2020.

**ARTICLE 10  
STATUTES**

It is not the intention of the respective parties hereto to waive any provisions of the General Statutes of the State of Connecticut relating to Boards of Education, Superintendents or Teachers. Where any provision of the Agreement is in conflict with any statute, the statute shall prevail.

**ARTICLE 11  
SEVERABILITY**

In the event that any portion of the Agreement is ruled invalid by any reason by any authority of established and competent legal jurisdiction, the balance of this Agreement shall remain in effect.

**ARTICLE 12  
TEACHER LOAD AND RESPONSIBILITIES**

Insofar as is practicable, with due consideration given to the financial conditions of the district, and availability of staff and space, and the educational objectives sought, the following conditions shall be maintained:

A. Teachers will be encouraged to take an active interest in instructional programs of the school at all levels within their own discipline and in related disciplines.

B. Teachers will be encouraged to use all available times during the school day for individual and group planning, preparation and improved methods of presentation, and development of teaching materials.

C. Teachers will be encouraged to prepare grant proposals for research and development of improved teaching methods and to carry out such projects. Since grant proposals may include a commitment on the part of the School, they must have advance approval from the Administration before being presented to outside agencies.

D. Teachers will be encouraged to assist administrators in developing procedures to measure the effectiveness of teaching methods and relations with students.

E. The school calendar will be determined by the Board after consultation with a staff representative.

F. The duties of any teacher or the responsibilities of any positions in the bargaining unit will be altered only after prior consultation with the teacher. Written copies of alterations shall be given to all parties concerned.

G. The Board recognizes the importance of continuing communications between the teachers and the administration concerning budgetary developments. Additionally, the Association will be provided with a copy of the Administration Budgetary Proposal to the Board, excepting negotiable budgetary terms.

H. Teachers shall be given reasonable access to the building facilities outside of regular school hours, during the weekends, winter recesses, spring recess and summer recess.

### **ARTICLE 13 TEACHER PROTECTION**

A. The provisions of s10-235 of the General Statutes of the State of Connecticut shall be attached to this contract for informational purposes only.

1. Teachers shall report immediately in writing to the Administration all cases of assault suffered by them in connection with their employment. A standardized report form is attached as Appendix IV.

2. Such report shall be forwarded through the Administration to the Board. Upon a request from the teacher for information in its possession, the Board will provide such information, so long as it is not privileged under the law and reasonably relates to the teacher's interest in the incident.

3. Whenever a teacher is absent from school as a result of personal injury caused by an assault arising out of and in the course of his/her employment, he/she shall be paid in full salary without having such absence charged to his/her annual or accumulated sick leave. Any amount of salary payable pursuant to this section shall be reduced by the amount of any worker's compensation award for temporary disability due to said assault injury for the period for which such salary is paid.

B. Personal Injury Benefits

Whenever a teacher is absent from school as a result of bodily injury caused by an accident arising out of and in the course of his/her employment, he/she shall be paid his full salary less the amount of workers' compensation award made for temporary disability due to said injury and no part of such absence shall be charged to his/her annual or accumulated sick leave. At no time, however, will payments be made that will result in the teacher taking home more pay than he/she would have had he/she remained working. The difference between a teacher's workers' compensation payment and salary shall be paid while the teacher is both absent and receiving compensation payments from the Workers' Compensation Commission but in any event for no more than one work year from the date of injury.

**ARTICLE 14  
SICK LEAVE**

- A. Teachers shall be entitled to sick leave with full pay up to fifteen working days in each year. Teachers shall begin each school year drawing sick leave from their annual fifteen (15) days before drawing on any accumulated sick leave. Unused sick leave shall be accumulated from year to year, provided that the maximum of such accumulations shall not exceed the number of days contracted to work per year.
- B. Any extension of sick leave will be handled on the individual merits of each case as determined by the Board.
- C. If the Superintendent or designee reasonably suspects that a teacher has abused sick leave, and has provided that teacher with prior written notice, a certificate signed by a medical doctor chosen and paid for by the teacher may be requested.
- D. After ten consecutive sick days the Board may in its absolute and sole discretion require any teacher to submit to a physical examination by a physician or physicians designated by it, in the event that any claim is made for sick leave or personal injury benefits.

E. Sick Days Bank

1. In any given contract year, the Association may propose the establishment of a Sick Days Bank. Each teacher in the Chaplin School System may contribute one (1) day or more of his/her sick time to the Sick Days Bank. Days committed to the Sick Days Bank are non-retrievable by the contributing teacher but if unused, shall remain in the bank for future use. Part-time teacher's contribution will be pro-rated.
2. Any teacher in the Chaplin School System who has used up his/her own quota of sick days may apply for days from the Bank. These days may be granted only in situations of extreme hardship or extenuating circumstances. The decision regarding the granting of days will be made by a panel composed of one (1) member of the Chaplin Education Association, the Chairman of the Board of Education, and a member of the Administration. The decision of the panel is not subject to the grievance procedure.

**ARTICLE 15**

**PERSONAL, PROFESSIONAL AND JURY DUTY LEAVES OF ABSENCES**

- A. Teachers shall earn three (3) paid days of leave per year for pressing matters of personal concern which cannot be conducted outside of school hours. Except in cases of emergency, requests for such leave must be made at least 48 hours in advance to the principal and be approved by the principal. Such leave shall not be taken preceding or following a school vacation unless for special circumstances which have been approved by the Administration. These days shall be cumulative to a total of five.
- B. In case of death in the immediate family (defined as parent, spouse, civil union partner, child, or sibling) a teacher will be entitled to leave with full pay up to five (5) additional days.
- C. Additional days may be granted with or without pay as determined by the Superintendent or designee in cases of serious need.
- D. Professional leave may be granted five (5) days in order to attend institutes, conferences, special workshops, etc. In order to qualify for professional leave, such attendance shall require prior approval by the Administration.
  1. When prior approval has been extended by the administration, a certified staff shall receive a travel allowance at the IRS per mile rate for school business to cover the expenses incurred for the use of private automobiles in performing the duties normally required of their position.
  2. Travel allowance report shall be filled out and given to the administration.
  3. This article does not cover travel to:

- a. School in the morning and home in the afternoon or evening.
  - b. Places and activities covered in any other article.
- E. Any teacher who is called for jury duty will receive the necessary leave to fulfill this legal obligation. This leave will not be deducted from sick or personal leave. The teacher's salary will be the difference between his regular salary and the jury fee. On first receiving notice of jury duty the teacher shall promptly notify the Principal.

**ARTICLE 16  
OTHER LEAVES OF ABSENCE**

- A. The Board may allow a tenured teacher a leave of absence of one year duration for the purpose of study, curriculum development, or educationally related travel, without pay. Upon return from such leave the teacher shall be reinstated on salary schedule one step above his/her previous position and all other benefits shall be resumed. (Example: If the teacher was last on Step 8, and then returned after the one year leave of absence, the teacher would be placed on Step 9 when the teachers returns.)

B. Exchange Teacher's Leave

Teachers may be exchanged for teachers from other schools in the United States or a foreign country. Such exchange shall be initially recommended by the Administration to the Board, which will determine whether an exchange will take place.

C. Pregnancy or Childbirth Leave/Childrearing Leave

1. Disabilities caused or contributed to by pregnancy or pregnancy related conditions, which include but are not limited to, miscarriage, abortion, childbirth, and recovery therefrom shall be treated as temporary disabilities for all job-related purposes. (The term "temporary disabilities" shall be interpreted as being within the meaning of the term "sick" as used in Section 10-156 of the Connecticut General Statutes.)
2. Accumulated sick leave shall be available for use during periods of such disability.
3. 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.

4. Disability leave, without pay, beyond any accumulated sick leave shall be available, for such reasonable 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 thereto. An additional substantiating certification may be required from a physician chosen by the Board.
  5. Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.
  6. A teacher may request and the Board shall grant a leave of absence for the purpose of childrearing.
    - (a) A teacher on such leave shall not engage in employment outside the home during normal school hours.
    - (b) Such leave shall not exceed twenty (20) school months and shall be for the care of a newborn child, a newly adopted child, or a newly placed foster child.
    - (c) In order to be eligible for such leave, the teacher's request must be provided to the Administration no later than June 1 prior to the school year of the leave or within six (6) weeks following delivery, whichever is applicable.
    - (d) The teacher returning from such leave must do so at the beginning of a school year or marking period.
    - (e) Upon return the teacher shall be reinstated on the salary schedule one step above his/her previous position if said teacher has completed 91 days of school prior to taking the leave and all other benefits shall be resumed.
    - (f) A teacher on such leave may, at his/her own cost, participate in the health and dental plan(s) offered under this Agreement.
- D. Any teacher intending to return to work upon the expiration of any leave under this Article shall provide the Administration notice not later than sixty (60) work days in advance of his or her return; provided, however, if the teacher intends to return at the start of a school year, the teacher must provide such notice by no later than June 1 of the preceding school year. A teacher who fails to comply with this requirement shall be deemed to have resigned from the employ of the Board.
- E. General Leave
1. A teacher may be allowed up to five days, without loss of salary, to begin programs of study which result from foundation or scholarship grants and which necessitate personal presence in advance of the close of the school year. This leave may be granted at the discretion of the Board.
  2. Other leaves of absence may be granted at the discretion of the Board.

**ARTICLE 17  
WORK DAY/WORK YEAR**

A. Classroom teachers and other teachers on the Classroom Teachers Salary Schedule shall not be required to report earlier than thirty (30) minutes before the start of the pupils' school day, and shall not be required to remain longer than one-half hour after the pupils' school day, except as defined in Article 20. However, a teacher and the administrator may agree in advance to a flexible time for the beginning and end of the teacher work day. In no event shall total time be less than one hour before and/or after school. When the opening of school is delayed due to inclement weather, teachers will make every attempt to report to school ten (10) minutes prior to the start of the scheduled pupils' school day. In all cases, the teachers shall be in the classroom before the students arrive and remain after the students leave.

B. In the event the Board changes the number of work days in the work year in a manner which would require negotiations under state law, the parties shall negotiate the impact of this change in accordance with the procedures set forth in 10-153b, et seq., of the Connecticut General Statutes, or as subsequently amended. On the date this provision becomes effective, the employment year shall be deemed to be 189 days of which 183 days will be for student instruction. Teachers shall work with administration to determine the number and subject matter for professional development (CEU's) days offered each year. At least two days shall be used for teacher preparation days.

**ARTICLE 18  
PREPARATION PERIOD**

A. All classroom teachers will be afforded preparation time for lesson plans and classroom activities while their classes are with classroom certified special subject teachers. Reasonable attempts will be made to provide those teachers who do not send students to special subject teachers with approximately one hundred twenty to one hundred eighty (120-180) minutes of preparation time per week.

B. Said teachers shall be free to leave the building during any preparation period to prepare for classes, provided they receive administrative permission.

C. Meetings schedule for this time should not result in the loss of the teacher's preparation time unless absolutely necessary.

**ARTICLE 19  
DUTY FREE LUNCH**

All teachers shall have an uninterrupted duty free lunch period of 30 minutes.

**ARTICLE 20**

## AFTER SCHOOL MEETINGS

- A. Teachers will not be required to remain after school beyond 4:15 P.M. to attend staff meetings, except when mutually agreed upon.
- B. The first Monday of each month shall be set aside for meetings called by the Administration or grade level groups. A day other than Monday may be mutually established by the administration and staff. If holidays or other school closings occur on a Monday, the monthly meeting shall be held on the second Monday of the month. Teachers are expected to attend these meetings. If extenuating circumstances arise, a teacher may request permission from the Principal to be absent from said meeting.
- C. Attendance at evening meetings shall be at the option of the individual teacher, except for a maximum of four (4) evening report card conferences following 1/2 days of school, an annual open house, and the request of the Board of Education for attendance at Board meetings.

## ARTICLE 21 CLASS SIZE

The Board and the Association recognize that the pupil-teacher ratio is an important aspect of an effective educational program. While the Board and the Association agree that a class size in accordance with the following table is a desirable standard, the parties understand that budgetary constraints and unexpected surges in enrollment may make the following impossible:

Grades K-1	(20)	Multiage classes K-3	(22)
Grades 2-3	(24)	Multiage classes 4-6	(22)
Grades 4-6	(25)		
Combination Grades	(22)		

Special Education Resource Room - The total number of students assigned to the Resource Room will be determined by the Planning and Placement Team (P.P.T.). The P.P.T will consider the nature of the student needs, space available, aide time required or other considerations in making such decisions. Total staffing provided is subject to administrative and Board approval.

A. Teacher aide time shall be provided as needed depending upon type of class enrollment. This time shall be cooperatively determined by the administration and concerned staff subject to Board approval.

B. In the Resource Room, aide time will be provided when the type of class enrollment required aide time. This shall be determined by the Planning and Placement Team and subject to Board approval.

C. Classes in special subject areas shall be subject to the above standards.

## **ARTICLE 22 ASSOCIATION PRIVILEGES**

A. The Association will have the right to use adequate space for the transaction of Association business, without cost, in a mutually agreed upon room.

B. The Principal will be notified in advance of such meetings.

C. The Association will be provided with copies of the minutes of all official Board meetings. A copy of the agenda of said meetings, if such is required, will be given to the Association prior to any official Board meeting.

## **ARTICLE 23 PERSONAL RIGHTS OF TEACHERS**

A. The private and personal life of a teacher is not within the appropriate concern or attention of the administration and Board except as it may interfere with the teacher's responsibilities to and relationships with students and/or the school system.

B. Subject to applicable legal limitations, no religious or political activities of any teacher (provided such activities do not take place during his working hours) or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

## **ARTICLE 24 ASSOCIATION LEAVE**

A. A leave of absence without pay may be granted for a period not to exceed two (2) years for the purpose of serving as an officer of the Connecticut Education Association or on the staff of the same.

B. Upon return from such leave the teacher shall be reinstated on the Chaplin salary schedule one step above his/her previous position and all benefits shall be resumed.

**ARTICLE 25  
TEACHING ASSIGNMENTS**

- A. Teachers, in so far as possible, when initially employed by the Board, shall receive their grade and subject assignments from the Administration.
- B. Teachers already in the system shall receive tentative notification of their program for the ensuing year prior to the close of the current school year. When a teacher's grade assignment is to be changed from the prior year, the Principal or his/her designee will meet with that teacher to discuss the change prior to making the general announcement to the staff.
- C. In the event of a change of circumstances (including but not limited to resignations, deaths, promotions, leaves of absence, changes in enrollment, fiscal limitations, etc.) such assignments may be changed only as required thereby with prompt notice in writing to both the teacher and the Association.
- D. Teacher assignments shall be made without regard to age, race, creed, color, religion, nationality, sex or marital status.
- E. In the determination of assignments, the preference of the teacher shall be considered to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils as determined.

**ARTICLE 26  
STEERING COMMITTEE**

A. The staff may advise and assist the administration on such matters as become necessary through a "Faculty Steering Committee." Areas which may be discussed and acted upon including the following: staff orientation, in-service training, administrative policies, etc.

B. The committee membership shall consist of the Principal and at least two teacher representatives of the varied school units who shall be chosen by their colleagues. The units shall be determined by the staff and administration and will remain flexible to reflect the changing structure of the school.

C. The committee may hold regularly scheduled meetings once a month. In addition, other meetings may be called upon the request of either the Administration or the teachers.

**ARTICLE 27  
REDUCTION IN STAFF AND RECALL**

- A. It is recognized that under 10-220 and 10-4a of the Connecticut General Status, the Board of Education has the responsibility to maintain a quality public elementary school and to implement the educational interests of the State. However, recognizing also that it may be necessary to eliminate or reduce certified staff positions in certain circumstances, the procedure of this Article is adopted to provide a fair and orderly process should such elimination or reduction become necessary.
- B. The Superintendent shall identify professional personnel for termination in accordance with the elimination procedure. When it becomes necessary to eliminate or reduce certified staff positions, the Building Principal will make a reasonable effort to notify the President of the Association before a general notice to this effect will be released to all staff.
- C. Elimination Procedure
1. Order of elimination of positions:
    - a. Vacancies due to retirement or resignations are to be considered before elimination takes place.
    - b. Non-tenured staff.
    - c. Tenured staff
  2. In the event that the criteria outlined above is found not to be definitive enough, the following criteria will be imposed first on non-tenured staff and then on tenured staff as the only factors to be considered in the order listed below:
    - a. Certification
    - b. Seniority as defined by the most recent period of continuous, uninterrupted years of service as a certified teacher in the Chaplin system. A teacher who is a .55 FTE for a year has accrued a year of service for seniority purposes under this Article. A teacher who is less than .55 FTE for a year shall have that year of service prorated for such year. For teachers hired prior to July 1, 2011, accrued seniority up to July 1, 2011 is identified in Appendix V, attached hereto.
    - c. Evaluation
    - d. Total years of teaching experience
    - e. Degree status
  3. Evidence must be shown that the above criteria were considered.
- E. Recall Procedure
1. The order of the recall will be in the reverse order of layoff. Vacancies created for any reason will be filled by following this recall procedure.

2. The name of any teacher whose services have been terminated because of elimination of position or a reduction of professional staff shall be placed upon a reappointment list and remain on such list for two years provided such teacher does not refuse a reappointment and provided such teacher applies in writing by registered mail for retention of his or her name on said list on or before June first of each year subsequent to his or her termination.
3. Any teacher on the reappointment list shall receive a written offer of reappointment at least thirty (30) days, if possible, prior to the date of reemployment. The teacher shall accept or reject the appointment in writing within seven (7) days. If he or she accepts the appointment, he or she shall receive a written contract at least fifteen (15) days prior to the effective date of reemployment, where possible. In the event 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.

#### **ARTICLE 28 CALENDAR**

The Board and the Chaplin Teaching Staff wish to devise a calendar that will gain system-wide acceptance. The calendar committee shall include a building representative from each school in the system. This representative will participate in the deliberations of the committee, present the positions of his/her respective school on calendar items, and assist in drafting the calendar to be presented to the Board for final approval. The Board shall be notified of the name of the representative in September.

#### **ARTICLE 29 STAFF SALARIES**

- A. The salaries of all teachers covered by this Agreement are set forth in the appendices of this Agreement.
- B. Salaries shall be divided into 26 equal payments to be issued every two weeks. A schedule of such payments shall be included with the first paycheck in September. The date for the balloon payment shall be included with the schedule.
- C. Teachers will be offered a choice of either a balloon payment in June or regular payments throughout the summer.
- D. Deductions withheld during the school year shall be divided so that net salary figures are substantially equal for all checks issued before the final payment except for Agency Fee Payers.

E. If a scheduled pay day falls within a vacation period, the Board shall pay teachers prior to vacations or the paycheck will be mailed so that it arrives on or before the ordinary pay date.

F. If termination of employment comes prior to the end of the regular school year, the teacher's pay will be prorated on the basis of the number of days taught.

G. Part time staff are hired for a certain percentage of the school year, with  $1/5 = 36$  days. If a minimum of 34 days per  $1/5$  is not worked because of school cancellation or holiday schedules, pay deduction will be made at the rate of  $1/36$  per  $1/5$  position. Days or instructional time lost due to cancellation or holidays may be made up with the consent of the Administration. Notwithstanding this provision, a part-time teacher may be required to work the entire work year by the Administration. Such part-time teacher's salaries shall be adjusted on a per diem basis if he or she is required to work for additional days. Any additional days will be those agreed to by the parties at the beginning of the school year, unless negotiated otherwise.

### ARTICLE 30 DEFINITIONS OF ACADEMIC ACHIEVEMENT

A. The salary schedules listing in Appendix I, attached to and a part of this Agreement, indicate the various rates of compensation based on academic advancement in a field of study and accumulated teaching experience.

B. By way of further clarification, the following definitions are applicable to the heading in the salary schedule.

1. Bachelor's: A baccalaureate degree (usually a B.A. or B.S.) earned at an approved college or university.

2. Master's: A master's degree (usually an M.A. or M.S.) earned at an approved college or university, or an equivalent amount of academic work (usually 30 semester hours beyond the Bachelor's degree) in a non-degree program comprising a coherent sequence relevant to the teacher's teaching assignment as determined in consultation with the Administration.

3. Sixth year: A sixth year certificate, degree, diploma or similar title earned at an approved college or university or an equivalent amount of academic work (usually 60 hours beyond the Bachelor's degree or 30 hours beyond the Master's) in a non-degree program comprising a coherent sequence relevant to the teacher's teaching assignment as determined in prior consultation with the Administration.

4. Bachelor's plus 15 credits: Academic credit earned for work which is part of a degree program to which the teacher has been admitted at an approved college or university; or 15 hours of credit earned for work in a planned and supervised non-degree program clearly related to the teacher's current duties as determined in prior

consultation with the Administration. The quality of work must meet the standards required of degree students at the institution where the work is pursued.

### ARTICLE 31 PLACEMENT AND INCREMENTS

A. The following factors will be taken into consideration in determining the teacher's proper place on the salary schedule.

1. Academic advancement as defined in Article 30.
2. Previous teaching experience. No credit will ordinarily be given for less than one year continuous service in a teaching post or for intermittent or substitute teaching, unless such work seems to the Administration practically equivalent to such regular, full time service.
3. New teacher's salary will not exceed that of a current staff member with comparable experience and degree status. (A salary schedule has been provided for this purpose.) Notwithstanding the foregoing, Board may offer a one time signing bonus as a hiring incentive to new teachers.
4. Record of salary for a new teacher will be submitted to the local Teacher's Association president for verification of guideline application.
5. Stipends shall be included in the base salary beginning in the September following the completion of the degree or appropriate credit hours.
6. Any degree program, course credit or other evidence of professional growth to be considered as a basis for an additional stipend must be approved by the Administration and Board of Education before it is done. Its relevance to the work the teacher is assigned to perform will always be a prime consideration in granting approval.
7. If a teacher expects a salary increase by reason of a change in his/her stage of academic advancement or professional growth he must inform the Administration before January 1 in order that allowance for the higher rate in pay may be made in the budget.
8. Longevity pay will be given to a teacher after completion of 10 years of service in Chaplin and 15 years or more of teaching as follows:  
  
Teachers in their 16<sup>th</sup> to 20<sup>th</sup> year of teaching shall receive \$450 longevity pay.  
  
Teachers in their 21<sup>st</sup> to 25<sup>th</sup> year of teaching shall receive \$700 longevity pay.  
  
Teachers in their 26<sup>th</sup> year or more of teaching shall receive \$950 longevity pay.

Payments will be divided into 26 equal payments and will be added to the regular salary.

**ARTICLE 32  
EXTENDED PROFESSIONAL SERVICES**

Teacher participation in extra-curricular activities shall be strictly voluntary. Teachers shall, however, be encouraged to participate in such activities. Payment shall be in accordance with Appendix II.

**ARTICLE 33  
SPECIAL ASSIGNMENT**

Any teacher who volunteers to participate in summer curriculum work or homebound instruction will be paid as follows:

- Effective July 1, 2017, \$31 per hour.
- Effective July 1, 2018, \$32 per hour.
- Effective July 1, 2019, \$33 per hour.

If interested in a summer project the teacher must submit his/her proposal to the Principal by January 1 of the school year. The applicant will receive written notification of his appointment or non-appointment by June of the school year. The deadline may be waived by common consent of the Board and the Applicant. The Administration will issue a written contract to any teacher given a special assignment.

**ARTICLE 34  
INSURANCE BENEFITS**

This Article and the attached insurance matrix document contain summaries and descriptions of various insurance benefits. It is agreed and understood by the parties that the insurance descriptions contained in this Agreement and the matrix are descriptive only and are not insurance policies. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers. In the event of error or misstatement in this Agreement or the matrix, the policies shall always prevail.

Each eligible bargaining unit member and eligible dependents may enroll in one of the following health insurance plans set forth in Sections A, B or C below, except effective July 1, 2014 all newly hired teachers must enroll in the High Deductible Health Care Plan with Health Savings Account (“HSA”), Section C. below , with the premium payments provided below.

A. Complete coverage for individual, two person or family (whichever is applicable under a PPO type of plan with the following:

- a. \$30 home and office and walk-in co-pay
- b. a \$50 urgent care co-pay
- c. a \$125 emergency room co-pay
- d. a \$150 out-patient surgical co-pay
- e. a \$250 per hospital admission co-pay
- f. a \$0 co-pay for preventive care according to age based schedules
- g. an unlimited lifetime maximum for in-network providers
- h. \$400 individual, \$800 two person, and \$1200 family deductibles with 70/30% coinsurance of \$6,667, \$13,333, and \$20,000 for out-of-network providers
- i. a calendar year out-of-pocket maximum of \$2400, \$4800, and \$7200 for out-of-network providers
- j. An unlimited lifetime maximum for out-of-network providers
- k. a full managed 3-tier pharmacy, with co-pays of \$10 for generic, \$25 for formulary, and \$40 for non-formulary with two-times co-pay for mail order, with a \$2500 calendar year- maximum prescription coverage
- l. Full service Dental, no orthodontics.

2. The teachers shall pay the following an annual premium share for the PPO and dental plan as described above:

- Effective July 1, 2017 teachers will pay a 20.5% premium cost share with no dollar amount cap.
- Effective July 1, 2018 teachers will pay a 22% premium cost share with no dollar amount cap.
- Effective July 1, 2019 teachers will pay a 23% premium cost share with no dollar amount cap.

B. Complete coverage for individual, two person, or family (whichever is applicable) under a Point of Service type plan with the following:

- a. a \$30 home and office and walk-in co-pay
- b. a \$50 urgent care co-pay
- c. a \$30 specialist co-pay
- d. a \$125 emergency room co-pay
- e. a \$150 out-patient surgical co-pay
- f. a \$250 per hospital admission co-pay
- g. a \$0 co-pay for preventive care according to age based schedules

- h. \$400 individual, \$800 two person, and \$1200 family deductibles with 70/30% coinsurance of \$6,667, \$13,333, and \$20,000 for out-of-network providers
- i. a calendar year out-of-pocket maximum of \$2400, \$4800, and \$7200 for out-of-network providers
- j. a full managed 3-tier pharmacy, with co-pays of \$10 for generic, \$25 for formulary, and \$40 for non-formulary with two-times co-pay for mail order, with an unlimited calendar year maximum prescription coverage
- k. Full service Dental, no orthodontics.

2. The teachers shall pay the following an annual premium share for the POS type plan and dental plan as described above:

- Effective July 1, 2017 teachers will pay a 20.5% premium cost share with no dollar amount cap.
- Effective July 1, 2018 teachers will pay a 22% premium cost share with no dollar amount cap.
- Effective July 1, 2019 teachers will pay a 23% premium cost share with no dollar amount cap.

C. The High Deductible Health Care Plan with Health Savings Account (“HSA”). The HSA plan uses the same network as the PPO type plan describe above. Services for the HSA Plan include 100% Preventive Care Rider and all other services and prescription drugs are subject to deductible and coinsurance as follows:

Deductible: \$2,000 individual/\$4,000 family

Coinsurance: 0% coinsurance after deductible for in-network services  
30%/70% coinsurance after deductible for out-of-network services

Maximum: \$2,000/\$4,000 OOP Max for in-network services  
\$4,000/\$8,000 OOP Max for out-of-network services

RX: All prescriptions treated as any other medical expense towards deductible.

HSA:

- 50% Board HSA Contribution.
- Board shall pay 25% of its contribution obligation on July 1 and 75% of its contribution obligation on September 1.

- No HSA contribution for retirees or other non-employees.
- Teachers hired after July 1 shall receive a pro-rated HSA contribution depending upon when they are hired. For example, if hired on October 1, they shall receive 75% of the Board's contribution obligation. If they were to start on January 1, they would receive 50% of the Board's contribution obligation.
- Any HDHP plan participant who may be ineligible for the HSA component of the HDHP plan, (e.g. those enrolled in Medicare or receiving benefits from TriCare or VA) will receive an amount as income that is equal to the Board's share of the HSA deductible funding. Such payment will be made subject to the same terms and conditions as the applicable HSA funding (e.g. timing and amounts).

Teacher

Cost Share: 19% each year.

- D. The Patient Protection and Affordable Care Act has set forth and codified under the Internal Revenue Code the imposition of an excise tax related to employer-provided health insurance plans that exceed certain value thresholds. The imposition of the excise tax is currently scheduled to take effect in 2020. Should any federal statute or regulation pertaining to the ACA be mandated to take effect during the term of this Agreement, 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 Teachers Negotiation Act. During such mid-term negotiations, the parties will reopen the Insurance Benefits Section, Article 34, for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.
- E. The Board shall provide, at its expense, group life insurance for each full-time teacher in the amount of \$75,000.
- F. For any teacher working as of June 30, 2005, the following rules regarding part time benefits will apply:
1. Any full time teacher employed a year or more who is cut back, or agrees to 1/2 time basis will get full benefits for one year. A new teacher hired for this position would not receive this.
  2. A teacher who works 1/2 days 5 days a week will be considered 55% salary and full benefits.
  3. Teachers hired on part time basis of less than 1/2 time shall be entitled to a partial payment towards the insurance benefits afforded full time teachers

if they so desire. The amount of payment shall be in direct proportion to the percentage of time for which the teacher is hired. Such proportion will be calculated as the number of hours the part-time teacher is normally scheduled to work each week as a percentage of the number of hours full time teachers are normally scheduled to work. The amount to which the teacher is entitled to be credited may be used to secure insurance benefits for part time teachers in either of two ways:

- a. The teacher may elect to participate in the insurance program offered at Chaplin School. In this case, the teacher would be credited for a portion of the insurance premium and the remaining portion of the payment would be deducted from his/her salary.
- b. Teachers who are employed in another school district may elect to participate in the insurance program offered in another district. In such a case, the Chaplin Board of Education would authorize payments to be made on behalf of the teacher to the insurance program in which the teacher is enrolled. Such payments would be calculated as described above relative to the cost of benefits afforded Chaplin teachers. If the teacher elects to take advantage of this plan, it is contingent on the acceptance of the arrangement by the Board of Education in the district where the insurance is to be secured.

G. For any teacher hired after June 30, 2005, the following rules regarding part time benefits will apply:

1. Any full time teacher employed a year or more who is cut back, or agrees to 1/2 time basis will get full benefits for the remainder of the school year. A new teacher hired for this position would not receive this.
2. Teachers hired on part time basis shall be entitled to a partial payment towards the insurance benefits afforded full time teachers if they so desire. The amount of payment shall be in direct proportion to the percentage of time for which the teacher is hired. Such proportion will be calculated as the number of hours the part-time teacher is normally scheduled to work each week as a percentage of the number of hours full-time teachers are normally scheduled to work. The amount to which the teacher is entitled to be credited may be used to secure insurance benefits for part-time teachers in either of two ways:
  - a. The teacher may elect to participate in the insurance program offered at Chaplin School. In this case, the teacher would be credited for a portion of the insurance premium and the remaining portion of the payment would be deducted from his/her salary.
  - b. Teachers who are employed in another school district may elect to participate in the insurance program offered in another district. In

such a case, the Chaplin Board of Education would authorize payments to be made on behalf of the teacher to the insurance program in which the teacher is enrolled. Such payments would be calculated as described above relative to the cost of benefits afforded Chaplin teachers. If the teacher elects to take advantage of this plan, it is contingent on the acceptance of the arrangement by the Board of Education in the district where the insurance is to be secured.

- H. The Board reserves the right to change carriers for any or all of the plans in this article provided coverage remains equivalent in administration and services. The Board shall not change plans without 30 days prior notice to and consultation with the Association. Disputes regarding carrier changes are subject to the grievance procedure in Article 41. Nothing in this section shall preclude the Board from electing self-insurance for any or all of the above plans. Notwithstanding this Article, the Board may offer any Blue Cross/Blue Shield plan through "CCM Health" plan.
- I. The Board shall work to implement and maintain a Section 125 pre-tax wage deduction plan in accordance with applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions allow for such a plan prior to July 1, 2000. Said plan will be designed to permit exclusion from taxable income of the employees' share of health insurance premiums, allowable medical expenses and dependent care pursuant to IRS regulations for those employees who complete and sign the appropriate wage deduction form. The cafeteria plan's flexible spending arrangement (FSA) 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 expenses incurred during the grace period are reimbursed first from the preceding year's account balance (if any.) The Board shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of the employee insurance premium contributions, allowable medical expenses and dependent care. Neither the Association nor any employee covered by this agreement shall make any claim or demands nor maintain any action against the school district or any of its members or agents for taxes, penalties, interests or other costs or loss arising from the use of the wage deduction form or from a change in law that may reduce or eliminate the employee tax benefit to be derived from this plan. Further, the parties agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining agreement and the carrier's insurance plan.
- J. Teachers eligible for Board provided health insurance policies and who are covered under another employer provided health insurance plan not provided by the Board may elect to waive all medical and prescription drug coverage, and receive a payment of \$2,000. A prorated portion of this amount will be paid for

part-time teachers. Payment to those employees waiving coverage shall be made as follows: ½ in December and ½ in June of the contract year. Any teacher requesting said waiver shall provide proof of the above reference alternate insurance coverage. The waiver is payable only under circumstances that will not impose any liability to the Board under the Health Care Reform Act.

- K. For purposes of insurance eligibility only, a full-time teacher is defined as a teacher working 30 hours per week, and a part-time teacher is defined as a teacher who works ½ days 5 days a week and at least 18.75 hours per week.

### **ARTICLE 35 ANNUITY PLAN**

Should any teacher elect to participate in a "tax sheltered" annuity plan established pursuant to United States Public Law No. 87-370, the Board agrees to cooperate if requested in writing, by deducting and paying the contributions from the teacher's salary.

### **ARTICLE 36 COST OF MEDICAL PROCEDURE**

If, for any reason, a teacher is required to submit to a medical examination, immunization or other procedure at the insistence of the Board or Administration, the cost thereof shall be borne by the Board except as required in Article 14.

### **ARTICLE 37 CHECK RECEIPTS**

All teachers shall be provided with a complete statement of earnings and deductions accompanying each check. The statement shall clearly itemize all earnings and deductions and be sufficiently permanent so as to serve as a bonafide receipt.

### **ARTICLE 38 COURSE PAYMENT**

- A. The Board agrees to half tuition reimbursement of courses that have been approved by the Administration and the Board of Education. Payment shall be made upon the successful completion of the course.
- B. Any teacher who is involved in courses completed during each academic year will submit proof of successful course completion (i.e. "B" or better) to the Administration by June 15 of that calendar year. Funds made available by the Board for tuition reimbursement will be dispersed equally on a per credit basis at the end of each year. (I.e. the total number of credits taken will be divided into the fund's total to determine a per credit reimbursement amount and then be disbursed appropriately). In no event shall the reimbursement amount be greater

than one-half (1/2) of the equal cost of the course. Courses completed after June 15 will be included in the following year's reimbursement totals.

- C. The Board agrees to the maximum amount of \$4000.00 for this purpose.
- D. Any monies left over in the fund at the end of the contract year will be returned to the general school budget and will then be used for improving school programs.

### **ARTICLE 39 AGENCY FEE**

#### A. CONDITION OF CONTINUED EMPLOYMENT

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

#### B. DEDUCTIONS

The Chaplin Board of Education agrees to deduct from each teacher an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the deduction from each paycheck for membership dues shall be equal to the total Association membership dues divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The amount of the deduction for service fee from each paycheck shall be equal to the total service fee divided by the number of paychecks from and including 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 of Education prior to the opening of school each year.

The amount of service fee shall be certified by the Association to the Board of Education prior to January 1<sup>st</sup> of each school year.

#### C. SUBSEQUENT EMPLOYMENT

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

#### D. FORWARDING OF MONIES

The Board of Education agrees to forward to the Association each month a check for the amount of money deducted during that month. The Board shall include with such a check a list of teachers for whom such deductions were made.

E. LISTS

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

F. REFERENCE TO ASSOCIATION

The singular reference to the "Association" herein shall be interpreted as referring to the Chaplin Education/Teachers Association, the Connecticut Education Association, and the National Education Association.

G. SAVE HARMLESS AGREEMENT

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Section, provided that: the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph. Further the Board and Association agree to cooperate fully in gathering evidence, securing witnesses, and in all other aspects of a defense.

**ARTICLE 40  
SEVERANCE PAY**

Upon retirement, a teacher shall be compensated for his/her years of service to the Chaplin School System according to the following scale:

0 – 5 years:	\$0 per year of service
6 – 10 years:	\$50 per year of service
11 – 15 years:	\$75 per year of service
16+ years:	\$100 per year of service

In addition, the teacher shall be compensated at his/her per diem rate for any unused sick days of those allotted during his/her final year of service. The severance pay for part-time teachers shall be calculated on a pro-rated basis.

**ARTICLE 41**  
**GRIEVANCE PROCEDURE**

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of teachers. Both parties agree that proceedings shall be kept as confidential as is appropriate.

B. Definitions

1. "Grievance" shall mean a claim based upon an alleged violation, misinterpretation, or misapplication of the specific provisions of this Agreement.
2. "Grievant" is the person(s) who informally feels that he or she may have a grievance or formally pursues a grievance.
3. "Teacher" shall mean any person employed under State Certification or a DSAP under the rank of Principal, and may include the Association and a group of teachers similarly affected by a grievance.
4. "Party in interest" shall mean the grievant(s), including his/her/their designated representative, and any bargaining unit member who might be required to take action or against whom action might be taken in order to resolve the grievance.
5. "Days" shall mean days when school is in session, except that over the summer, "days" shall mean business days.

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 grievance does not file a grievance in writing within fifteen days after the act or conditions on which the grievance is based, then the claim shall be considered to have been waived.
3. Failure by the grievant at any level to appeal a grievance to the next level within the specific time limits shall be deemed to be acceptance of the decision rendered at that level. Failure by the Board to respond within the specified time limits shall be deemed to be a denial, and the grievance shall be entitled to appeal to the next step.

D. Informal Procedures

1. If a grievant feels that he/she may have a grievance, he/she may discuss the matter within a reasonable period of time with the Principal or other appropriate administrator in an effort to resolve the problem informally.
2. If the grievant is not satisfied with such disposition of this matter, he/she shall have the right to have the Association assist him/her in further efforts to resolve the problems informally with the principal or other appropriate administrator.

E. Formal Procedures

1. Level One – School Principal
  - a) If a grievant 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 claims as a written grievance to the Principal or other appropriate administrator.
  - b) The principal shall, within five days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the grievance, with a copy to the Association.
2. Level Two – Superintendent of Schools
  - a) If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may, within three days after the decision, or within eight days after his/her formal presentation, file his/her written grievance with the Association for referral to the Superintendent.
  - b) The Association shall, within five days after receipt, refer the grievance to the Superintendent, but prior to doing so, the Association shall provide an opportunity for the grievance to meet with the appropriate Association committee to review the grievance.
  - c) The Superintendent shall, within ten days after receipt of the referral, meet with the grievant and with representatives of the Association for the purpose of resolving the grievance. A record of such hearings shall be kept by the Superintendent and made available to any party in interest upon written request.
  - d) The Superintendent shall, within six days after the hearing render his decision and the reasons therefore in writing to the grievant, with a copy of the Association.

3. Level Three – Board of Education

- a) If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within six days after the decision, or within twelve days after the hearing, file the grievance with the Association once more for appeal to the Board.
- b) The Association shall, within three days after receipt, refer the appeal to the Board of Education.
- c) The Board shall, within ten days after receipt of the appeal, meet with the grievant and with representatives of the Association for the purpose of resolving the grievance. A record of such hearing shall be kept by the Superintendent and made available to any party in interest upon written request.
- d) The Board shall, within ten days after such meeting, render its decision and the reasons therefore in writing to the grievant, with a copy to the Association.

4. Level Four – Arbitration

- a) If the grievant is not satisfied with the disposition of the grievance at Level Three, he/she may, within three days after the decision, or within thirteen 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 days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing.
- c) If the parties are unable to agree upon an arbitrator within this ten day period, the Association shall file a claim for arbitration with the American Dispute Resolution Center (ADRC) within the next five (5) days. A claim for arbitration shall be simultaneously filed with the Superintendent of Schools. The ADRC shall be called upon to select a single arbitration to hear the issue in dispute.
- d) The arbitrator shall confer promptly with representatives of the Board and the Association, shall review the record or prior hearings, and shall hold such further hearings as he/she shall deem requisite. The arbitrator shall have no authority or ability to alter, amend or modify this Agreement.
- e) The arbitrator shall, within thirty (30) calendar days after the hearing, render his/her decision in writing to all parties in interest,

setting forth his/her findings in fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon all parties in interest.

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

F. Rights of Teachers

1. No reprisals of any kind shall be taken by either party or by any participant in the grievance procedure by reason of such participation.
2. Any grievant may be represented at Levels two and Three of the Formal grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or by an officer of any teacher organization other than the Association. When a grievant 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 professional services of the Connecticut Education Association for consultation and assistance 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 developed by the Association, with the approval of the Administration, and made available through the Association so as to facilitate operation of the grievance procedure.
2. When it is necessary for a school representative or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during a school day, he/she shall, upon notice to the Administration by the President of the Association, be released without pay, as necessary, in order to permit participation in the foregoing activities, but this privilege shall be limited to one Association representative per grievance per day. Any teacher whose appearance in such investigations, meetings or hearings as a witness is necessary shall be accorded the same right. The Association agrees that these rights shall not be abused. This applies only to grievance in Chaplin originating under this contract.

**ARTICLE 42**  
**PAYMENT INCENTIVE FOR NATIONAL BOARD CERTIFICATION**

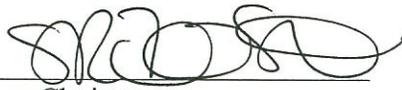
- A. The Board shall pay \$1000 towards the application fee for each teacher accepted into the process of gaining National Board Certification (maximum of two (2) teachers per year).
- B. In order to be eligible for such payment, the teacher must provide the Administration notice of his or her intent to apply for National Board Certification no later than January 1 of the school year prior to the anticipated application, in order that the Board be able to adjust its budget accordingly.
- C. Each teacher who attains National Board Certification shall receive an annual stipend of \$1000 for the life of the certificate.

**ARTICLE 43**  
**INDOOR AIR QUALITY**

- A. Chaplin Education Association members shall not be required to work under unsafe or unhealthy conditions or to perform activities which endanger their safety or health. Any Association member who believes he or she is being required to work under such conditions should immediately report the situation to the Administration or, if being so required by the Administration, then to Board of Education.
- B. The Chaplin Board and the Chaplin Education Association recognize the importance to staff and students to maintain a safe school environment. To that end, the Chaplin Board of Education agrees to implement the Environmental Protection Agency program of Tools for School Plan or another such program mutually agreed upon by the Board of Education and the Chaplin Education Association.

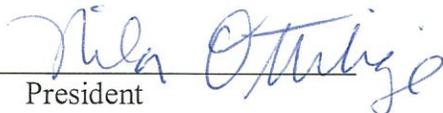
CHAPLIN BOARD OF EDUCATION

Date 12-12-2016

By   
Chairman

CHAPLIN EDUCATION ASSOCIATION

Date 1-11-2017

By   
President

**APPENDIX I – A**

**SALARY SCHEDULE  
2017-18**

Step	BA	BA15	MA	6TH
1	47,972	50,101	53,606	55,359
2	49,683	51,813	55,318	57,070
3	51,393	53,524	57,029	58,782
4	53,106	55,236	58,740	60,494
5	54,817	56,948	60,451	62,206
6	56,530	58,658	62,163	63,916
7	58,240	60,371	63,875	65,628
8	59,951	62,081	65,587	67,339
9	61,926	64,055	67,560	69,315
10	63,901	67,348	69,536	71,289
11	65,875	69,323	72,168	73,922
12	67,850	72,613	74,801	76,555
13	69,886	74,791	77,435	79,188
14			80,066	81,819
15			82,700	84,452

All teachers not at maximum shall advance one step in 2017-18.

**APPENDIX I – B**

**SALARY SCHEDULE  
2018-19**

Step	BA	BA15	MA	6TH
1	48,955	51,129	54,705	56,494
2	50,702	52,875	56,452	58,240
3	52,447	54,621	58,198	59,987
4	54,194	56,368	59,944	61,734
5	55,941	58,115	61,691	63,481
6	57,688	59,861	63,437	65,226
7	59,434	61,608	65,185	66,974
8	61,180	63,354	66,931	68,719
9	63,195	65,368	68,945	70,736
10	65,211	68,729	70,961	72,750
11	67,226	70,744	73,647	75,437
12	69,241	74,101	76,334	78,124
13	71,319	76,325	79,022	80,811
14			81,708	83,496
15			84,396	86,184

All teachers not at maximum shall advance one step in 2018-19.

**APPENDIX I – C**

**SALARY SCHEDULE  
2019-20**

Step	BA	BA15	MA	6TH
1	49,959	52,177	55,826	57,652
2	51,741	53,959	57,610	59,434
3	53,522	55,741	59,391	61,217
4	55,305	57,523	61,173	63,000
5	57,088	59,307	62,955	64,782
6	58,871	61,088	64,738	66,563
7	60,652	62,871	66,521	68,347
8	62,435	64,653	68,303	70,128
9	64,491	66,708	70,359	72,186
10	66,547	70,137	72,416	74,242
11	68,604	72,194	75,157	76,984
12	70,660	75,620	77,899	79,726
13	72,781	77,889	80,642	82,468
14			83,383	85,208
15			86,126	87,951

All teachers not at maximum shall advance one step in 2019-20.

**APPENDIX II**

**SCHEDULE OF PAYMENT OF OTHER SERVICES**

- A. Any teacher who volunteers for homebound instruction, summer curriculum work, or other special responsibilities shall be compensated as follows:
- Effective July 1, 2017, \$31 per hour;
  - Effective July 1, 2018, \$32 per hour;
  - Effective July 1, 2019, \$33 per hour.
- B. The Board will offer opportunities to undertake other educational assignments to existing staff prior to securing personnel outside the district.
- C. The schedule of payments for supervision of enrichment program activities held after normal class hours shall be paid at a rate to be determined annually by the Board and the administration.
- D. The following activities are currently being performed in Chaplin with stipends as designated:

POSITION	ANNUAL STIPEND
Head Teacher	\$1,059
Math Coordinator	\$529
Science Coordinator	\$529
Sixth Grade Yearbook	\$424
Natures Classroom Teachers per classroom teacher who is assigned for the entire program	\$635
TEAM Mentors, per mentee	\$529 per Mentee

- E. All the activities listed in this provision are performed on a voluntary basis.
- Each year increase by same % as the raise (general wage increase) in salary.

POSITION	ANNUAL STIPEND
Head Teacher	\$1,059
Math Coordinator	\$529
Science Coordinator	\$529
Language Arts Coordinator	\$529
Sixth Grade Yearbook	\$424
After School Clubs	\$424

Natures Classroom Teachers per classroom teacher who is assigned for the entire program	\$635
TEAM Mentors, per mentee	\$529 per Mentee

- F. All extracurricular appointments shall be one year appointments only, and shall carry no right to continuing employment or reappointment from year to year. If a Head Teacher is appointed, he or she shall be a tenured teacher. However, the school administration shall have no obligation to appoint such a Head Teacher in any year.
- G. Extracurricular positions shall be posted as follows:
- Available extra-curricular positions shall be adequately publicized, including a notice in the school (by posting or otherwise) as far in advance as possible. Internal postings shall be posted at least one calendar week in advance of external postings. When the need to fill a vacancy of position arises during the summer months, notification shall be by school email to all teachers.
- H. The Building Principal has the discretion to determine which extra-curricular positions will be created in any given year and the selection of candidates for such positions.

APPENDIX III

TEACHER VERIFICATION FORM

In witness hereof, the parties hereunto have agreed upon and verified the personnel file \_\_\_\_\_ on \_\_\_\_\_.

Signature Block

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Teacher Association Representative



**TEACHER'S ANNUAL SALARY AGREEMENT**

\_\_\_\_\_ (to whom the term "teacher" hereinafter refers), agrees to perform the services of Teacher in the public schools of the **Town of Chaplin**, Connecticut, under a continuing contract dated \_\_\_\_\_, under the terms of said contract. Said teacher will be paid in accordance with the provisions of the prevailing salary schedule of the Board of Education for said **Town**, for the school year beginning \_\_\_\_\_ and ending \_\_\_\_\_, an annual salary of \_\_\_\_\_, in \_\_\_\_\_ periodic installments, payable as follows: \_\_\_\_\_, beginning \_\_\_\_\_, and subject to required deductions for the State Teacher's Retirement Fund, the United States Withholding Tax, Connecticut Withholding Tax, and other agreed-to deductions which the teacher may in writing authorize.

Said teacher under the terms and conditions of the aforementioned continuing contract, hereby agrees to accept the above-stated salary in return for service during the above-stated period.

This salary agreement shall become operative when properly signed and all but one copy returned by the teacher to the office of the Superintendent of Schools. If not signed and returned by the teacher on or before \_\_\_\_\_, a written statement of the reason must be submitted to the office of the Superintendent by this date.

**SIGNED:**

Teacher \_\_\_\_\_

**Chaplin Board of Education**

Date \_\_\_\_\_

By \_\_\_\_\_  
Superintendent

Date: \_\_\_\_\_

**Sec. 10-235. Indemnification of teachers, board members, employees and certain volunteers and students in damage suits; expenses of litigation.** (a) Each board of education shall protect and save harmless any member of such board or any teacher or other employee thereof or any member of its supervisory or administrative staff, and the State Board of Education, the board of Governors of Higher Education, the board of trustees of each state institution and each state agency which employs any teacher, and the managing board of any public school, as defined in section 10-183b, shall protect and save harmless any member of such boards, or any teacher or other employee thereof or any member of its supervisory or administrative staff employed by it, from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to or death of any person, or in accidental damage to or destruction of property, within or without the school building, or any other acts, including but not limited to infringement or any person's civil rights, resulting in any injury, which acts are not wanton, reckless, or malicious, provided such teacher, member or employee, at the time of the acts resulting in such injury, damage or destruction, was acting in the discharge of his or her duties or within the scope of employment or under the direction of such board of education, the Board of Governors of Higher Education, board of trustees, state agency, department or managing board; provided that the provisions of this section shall not limit or otherwise affect application of section 4-165 concerning immunity from personal liability. For the purposes of this section, the terms "teacher" and "other employee" shall include (1) any person who is a cooperating teacher, teacher mentor or assessor pursuant to section 10-222a, (2) any student teacher doing practice teaching under the direction of a teacher employed by a local or regional board of education or by the State Board of Education or Board of Governors of Higher Education, (3) any student enrolled in a regional vocational-technical high school who is engaged in a supervised health-related field replacement program which constitutes all or part of a course of instruction for credit by a regional vocational-technical high school who is engaged in a supervised health-related field placement program which constitutes all or part of a course of instruction for credit by a regional vocational-technical school, provided such health-related field program is part of the curriculum of such vocational-technical school, and provided further such course is a requirement for graduation or professional licensure or certification, (4) any volunteer approved by a board of education to carry out a duty prescribed by said board and under the direction of a certificated staff member including any person, partnership or corporation providing students with community-based career education, (5) any volunteer approved by a board of education to carry out the duties of a school bus safety monitor as prescribed by said board, (6) any member of the faculty or staff or any student employed by The University of Connecticut Health Center or health services, (7) any student enrolled in a constituent unit of the state system of higher education who is engaged in a supervised program of field work or clinical practice which constitutes all or part of a course of instruction for credit by a constituent unit, provided such course of instruction is part of the curriculum of a constituent unit, and provided further such course (i) is a requirement for an academic degree or professional licensure or (ii) is offered by the constituent unit of the state system of higher education who is acting in the capacity of a member of a student discipline committee established pursuant to section 4-188a.

(b) In addition to the protection provided under subsection (a) of this section, each local and regional board of education shall protect and save harmless any member of a local or regional board of education or any teacher or other employee thereof or any members of its supervisory or administrative staff from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand or suit instituted against such member, teacher or other employee by reason of alleged malicious, wanton or willful act or ultra vires act, on the part of such member, teacher or other employee while acting in the discharge of his duties. In the event such member, teacher or other employee has a judgment entered against him for a malicious, wanton or willful act in a court of law, such board of education shall be reimbursed by such member, teacher or other employee for expenses it incurred in providing such defense and shall not be held liable to such member, teacher or other employee for any financial loss or expense resulting from such act.

(c) Legal fees and costs incurred as a result of the retention, by a member of the State Board of Education, the Board of Governors of Higher Education or the board of trustees of any state institution or by a teacher or other employee of any of them or any member of the supervisory or administrative staff of any of them, or by a teacher employed by any other state agency, of an attorney to represent his or her interests shall be borne by said State Board of Education, Board of Governors of Higher Education, board of trustees of such state institution or such state agency employing such teacher, other employee or supervisory or administrative staff member, as the case may be, only in those cases wherein the attorney general, in writing, has stated that the interests of said board, Board of Governors of Higher Education, board of trustees or state agency differ from the interests of such member, teacher or employee and has recommended that such member, teacher, other employee or staff member obtain the services of an attorney to represent his interests and such member, teacher or other employee is thereafter found not have acted wantonly, recklessly or maliciously.

Agreement Between  
The Chaplin Board of Education  
And  
The Chaplin Education Association

WHEREAS the Chaplin Board of Education (“Board”) and the Chaplin Education Association (“Association”) are parties to a collective bargaining agreement (“Agreement”) effective from July 1, 2017 through June 30, 2020; and

WHEREAS the Board and the Association, while negotiating the terms and conditions of their 2008-2011 collective bargaining agreement, made certain changes to the structure of the salary schedules; and

WHEREAS the Board and the Association mutually desire to avoid future confusion over the placement of new teachers on the schedule; and

WHEREAS the Board and the Association agree that placement of incoming teachers is delineated in Article 31 of the parties’ collective bargaining agreement; then

The Board and the Association agree as follows:

1. The Board and the Association include as part of this Agreement a chart that represents the step upon or below which new staff members will typically be placed after the dictates of Article 31 are followed. This chart is found as paragraph 2, below.
2. Chart:

	2017-2018	2018-2019	2019-2020
Years of Experience	Years of Experience	Years of Experience	Years of Experience
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7-8	7	7	7
9	8-9	8	8
10	10	9-10	9-10
11	11	11	11
12	12	12	12
13-14	13	13	13
15	14-15	14	14
16	16	15-16	15-16
17+	17+	17+	17+

3. The chart is for reference purposes only and has no evidentiary value or weight. It has no effect upon the parties' rights and duties under their collective bargaining agreement.

CHAPLIN BOARD OF EDUCATION

Date 12-12-2016

By   
Chairman

CHAPLIN EDUCATION ASSOCIATION

Date 1-11-2017

By   
President