

AGREEMENT
Between the
EAST HADDAM BOARD OF EDUCATION
and the
EAST HADDAM EDUCATION ASSOCIATION
July 1, 2017 — June 30, 2020

75680



TABLE OF CONTENTS

| <u>ARTICLE</u> | | <u>Page</u> |
|----------------|---------------------------------------|-------------|
| | General..... | 1 |
| I | Duration | 1 |
| II | Recognition..... | 1 |
| III | Grievance Procedure..... | 3 |
| IV | Working Conditions..... | 7 |
| V | Vacancies | 9 |
| VI | Teacher Facilities..... | 10 |
| VII | The Use of School Facility | 10 |
| VIII | Protection of Teachers | 10 |
| IX | Benefits | 11 |
| X | Staff Salaries..... | 12 |
| XI | Placement on the Salary Schedule..... | 12 |
| XII | Contracts | 14 |
| XIII | Degree Definitions..... | 14 |
| XIV | Insurance Benefits | 15 |
| XV | Extra Pay for Extra Duty | 18 |
| XVI | Special School Programs | 19 |
| XVII | Payroll Deductions..... | 19 |
| XVIII | Evaluation Reports | 21 |
| XIX | Leave | 22 |
| XX | Longevity..... | 28 |
| XXI | Teaching Assignments..... | 28 |
| XXII | Teaching Transfers | 29 |
| XXIII | Tuition..... | 29 |
| XXIV | Employment Security | 31 |
| XXV | Just Cause | 33 |
| XXVI | Association Release Time..... | 33 |
| XXVII | Saving Clause | 33 |
| | Signature Page | 33 |
| APP. D-1 | 2017-18 Salary Schedule | 34 |
| APP. D-2 | 2018-19 Salary Schedule | 35 |
| APP. D-3 | 2019-20 Salary Schedule | 36 |
| APP. D-4 | Extra Duty - Athletics..... | 37 |
| APP. D-5 | Extra Duty - Miscellaneous | 38 |

GENERAL

- A. The Agreement is subject to and will operate within the statutes of the State of Connecticut
- B. The Board and the Association recognize the importance of responsible participation by the entire professional staff in the educational process, planning, development, and growth. To this end, they agree to maintain communication to inform about programs, to guide in development, and to assist in planning and growth either by committee, individual consultation, or designated representatives.
- C. The private and personal life of a teacher is not within the appropriate concern or attention of the Board except as it may interfere with the teacher's responsibilities to and relationships with students and/or the school system.
- D. Teachers will be entitled to: full rights of citizenship, and no religious or political activities of any teacher (provided such activities do not take place during his/her working hours) or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- E. The Board shall provide each teacher with a Teacher's Manual, which shall include the complete text of this Agreement or any Successor Agreement. A complete set of Board policies will be available on the District's website.

ARTICLE I DURATION

- A. This Agreement, when signed by the Chairman of the Board and the President of the Association shall become effective July 1, 2017, and shall remain in full force and effect until June 30, 2020.
- B. In the event the Board of Education and the Association fail to secure a Successor Agreement prior to the termination of this Agreement, the Board and the Association will extend the duration of this Agreement by any period not to extend beyond the date of a Successor Agreement.

ARTICLE II RECOGNITION

- A. The Board recognizes the Association as the exclusive representative for all certified professional employees of the Board or those holding a Durational Shortage Area Permit who are employed by the Board in positions requiring a teaching or other certificate, other than temporary substitutes, and who are not included in the administrators' unit or excluded from the purview of §§10-153a-153n, inclusive.

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

1. 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.
 2. DSAP holders shall have no bumping rights or recall rights under this Agreement.
 3. DSAP holders may be transferred by the Board of Education to an alternative teaching assignment at any time during the school year.
- B. Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement shall refer to all employees in the above unit.
- C. It is recognized that the Board has and will continue to retain, whether exercised or not, the right, responsibility and prerogative to direct the operation of the public schools in the Town of East Haddam including but not limited to the following: (refer §§10-220, 221, 222 of the Connecticut General Statutes.)

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 East Haddam:

To give the children of East Haddam as nearly equal advantages as may be practicable;

To decide the need for school facilities;

To determine the need and program for the summer school, if any;

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

To determine the number, age and qualifications of the pupils to be admitted into each school;

To employ, assign and transfer teachers, principals and assistant principals;

To suspend or dismiss the teachers of the school in the manner provided by statute or ordinance;

To designate the schools which shall be attended by the 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 whenever it is reasonable and desirable;

To prescribe rules for the management, studies classification and discipline for the public schools;

To approve the textbooks to be used;

To make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefor;

To approve plans for school buildings;

To prepare and submit budgets to the Board of Finance and, in its sole discretion, expend monies appropriated by the town for the maintenance of the schools;

To make such transfers of funds within the appropriate 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 violation of any of the 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 contained, shall be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE III 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 confidential as is appropriate.

B. Definitions:

1. "Grievance" shall mean a complaint by a teacher, group of teachers, or the Association affected by an alleged violation, misapplication or misinterpretation of a specific provision or provisions of this collective bargaining agreement.
2. "Teacher" shall mean any member of the bargaining unit described in Article II - Recognition (paragraph A) directly affected by the alleged violation.

3. "Party in interest" shall mean the teacher(s) making the claim, including their designated representatives as provided herein, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
4. "Days" shall mean days when school is in session. During the summer, "days" shall mean normal business days.
5. A grievance is not a claim by a non-tenure teacher based upon a failure to receive a tenure contract. A grievance brought pursuant to Connecticut General Statutes §10-151b(a) may be processed only through Level Three of this Grievance Procedure.

C. Time Limits:

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
2. If a teacher does not file a grievance in writing within thirty (30) calendar days after 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.

D. Informal Procedures:

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

E. Formal Procedure:

1. Level One - School Principal
 - a. If an aggrieved teacher is not satisfied with the outcome of informal procedures, he/she may present his/her claim as a written grievance to his/her principal or other appropriate administrator with a copy of the grievance submitted to the Association Personnel Policies Committee.

- b. The Principal shall, within ten (10) days after receipt of the written grievance, render his/her decision and the reasons therefor in writing to the aggrieved teacher.

2. Level Two - Superintendent of Schools

- a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level One, he/she may, within three (3) days after the decision, or within eight (8) 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 (5) 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 Personnel Policies Committee of the Association to review the grievance.
- c. The Superintendent shall, within ten (10) 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 three (3) days after the meeting, render his/her decision and the reasons therefor in writing to the aggrieved teacher, with a copy to the Chairman of the Personnel Policies Committee of the Association.

3. Level Three - Board of Education

- a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within three (3) days after the decision, or within six (6) days after the hearing, file the grievance again with the Chairman of Personnel Policies Committee of the Association for appeal to the Board.
- b. The Association shall within three (3) days after receipt, refer the appeal to the Board.
- c. The Board shall, within one calendar month 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 Board shall, within three (3) days after the meeting, render the Board's decision and the reasons therefor in writing to the aggrieved teacher, with a copy to the Chairman of the Personnel Policies Committee of the Association.

4. Level Four - Arbitration

- a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Three he/she may, within three (3) days after the decision, or within six (6) days after the Board meeting, request in writing to the President of the Association that his/her grievance be submitted to arbitration.
- b. The Association may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing.
- c. The Chairman of the Board and the President of the Association shall, within five (5) days after such written notice, jointly select a single arbitrator who is experienced and impartial and a person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, the American Arbitration Association shall immediately be called upon to select the single arbitrator.
- d. The arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the record of previous hearings, and shall hold such further hearings with the aggrieved teacher and other parties in interest as he/she shall deem requisite.
- e. The arbitrator shall, within thirty (30) days after his/her selection, render his/her decision in writing to all parties in interest, set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon all parties in interest. The arbitrator shall have no power to amend, add to, or delete from any of the specific terms of this Agreement.
- f. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

F. Rights of Teachers to Representation

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.

G. Miscellaneous

1. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
2. Forms for filing and processing grievances, and other necessary documents, shall be prepared by the Superintendent, with the approval of the Association and made available through the Association so as to facilitate operation of the grievance procedure.

ARTICLE IV
WORKING CONDITIONS

A. Work Day

1. It is recognized that the teaching day is only a part of the work day.
2. All teachers will cooperate and assist the Administration by performing such recognized educational activities as extra help, parent conferences, faculty meetings, curriculum, department meetings, and grade level meetings.
3. Teachers will not be required to perform duties for which a stipend is paid (see Appendices D-4 and D-5) and the administration shall not schedule said functions at unreasonable times.
4. All teachers shall arrive at work at least ten (10) minutes before the student day and shall remain at work at least fifteen (15) minutes after the end of the student day, to be available to meet with students, parents and/or staff.

B. Work Year

The work year shall be one hundred eighty-five (185) days to include one hundred eighty-one (181) student days and four (4) professional development days.

C. Class Size

In order to allow a teacher adequate time to reach the individual student, the Board will make every effort to keep class sizes reasonable throughout the school system. In addition, where learning situations necessitate small classes every attempt will be made to arrive at an educationally sound solution. The reference to class size shall not be construed as a restraint to larger groupings for:

1. Lectures
2. Assemblies
3. Team teaching programs
4. Experimental programs which necessitate large groups
5. Program in which demonstrable educational advantage is obtained by larger grouping as band and chorus.

D. Preparation Period

- 1.a. When a traditional seven (7) period day is in effect, all secondary classroom teachers, in addition to their lunch period, shall have at least one (1) preparation period per rotation schedule of seven (7) periods. Preparation time shall be equal to the average length of a class period.

- 1.b. When a block schedule is in effect, all secondary classroom teachers shall have at least one (1) preparation period per day. Preparation time shall be equal to the average length of a class period.
2. Every elementary classroom teacher, in addition to their lunch period, shall have five (5) preparation periods per week.
3. Preparation periods are those periods which the teacher uses to fulfill his or her responsibilities to his or her classes, and may be utilized, in an emergency situation, to include assigning teachers to unsupervised classes because of the absence of the regular teacher. By definition, an emergency exists only when a class is unattended pending arrival of a substitute, or when all reasonable attempts to secure a substitute have failed.

E. Teaching Periods

- 1.a Secondary classroom school teachers of language arts, reading, social studies, science, business, world language, and math shall not be assigned more than five (5) teaching periods per day when a traditional seven (7) period day is in effect. All other secondary teachers may be assigned a sixth (6th) teaching period. In addition, all middle school teachers may be assigned a flex activity before the end of the student school day.
- 1.b When a block schedule is in effect, every secondary classroom teacher shall teach not more than three (3) periods per day.
2. Secondary school teachers shall not be required to teach more than two (2) subjects nor to have more than four (4) teaching preparations within said subjects or combination of subjects at any one time.
- 2.1 Definitions for Article V, section E are as follows:
 - 1) "*Subject*" shall be defined as an area of certification.
 - 2) "*Preparation*" refers to different courses within the area of certification but does not refer to levels within a course or grade.
- 2.2 An annual stipend of \$1,500 will be paid to secondary classroom teachers of language arts, reading, social studies, science, business, world language, and math who are assigned three (3) teaching periods per day each school day when a block schedule is in effect (as opposed to a 3/2 assignment).
 - (1) Commencing with the 2005-06 work year, the administration shall determine the number and names of teachers who shall be assigned a sixth class.
 - (2) Once the total number of assignments is determined, the \$1,500 per teacher, defined in this section, shall be totaled and divided by the actual number of participants.

EXAMPLE:

- (a) Sixteen teachers who are allowed payment, including World Language teachers, are assigned a sixth class.
- (b) Total cost = \$1,500 X 16 = \$24,000
- (c) Eight(8) additional teachers, who teach subjects not on the list, are assigned a sixth class.
- (d) Total number now teaching a sixth class is 24.
- (e) \$24,000 divided by 24 - \$1,000. Each teacher receives this stipend for that year.
- (f) The \$1,000 stipend becomes the established amount for the duration of the contract, regardless of how many teach a sixth class in the subsequent years.

F. Meetings

Meetings outside of the school day shall be called as necessary to facilitate information flow, planning and workshops. Barring unforeseen circumstances, there shall be adequate notice for meetings. Any combination of faculty, department, grade level and curriculum meetings shall not exceed four (4) per month, and shall, on average per month, not exceed one and one-half (1-1/2) hours in length.

ARTICLE V
VACANCIES

Vacancies of positions, including stipended positions, which are caused by death, retirement, discharge, resignation, or by the creation of a new position shall be filled pursuant to the following procedures:

1. The existence of vacancies of position shall be adequately publicized, including a notice in every school (by posting) as far in advance of the date of filling each vacancy as possible. In addition, teachers shall receive electronic notification of all vacancies. Where the need to fill a vacancy of position arises during the summer months, notification shall be by email with read receipt to the Association President.
2. Teachers who desire to apply for such vacancies of position shall file their application in writing with the Superintendent within the time limit specified in the notice.
3. Such vacant positions shall be filled on the basis of qualifications (ability, certification, degree level, experience). Qualification will be determined solely by the Superintendent in conjunction with the Board.

ARTICLE VI
TEACHER FACILITIES

- A. Where feasible the Board and the Association agree that each school shall have the following facilities:
 - 1. Adequate space in each classroom in which teachers may safely store instructional materials and supplies.
 - 2. An appropriately furnished room, with telephone and computer that works, to be used as a faculty workroom.
 - 3. Well-lighted and clean faculty rest rooms, with separate facilities for men and women.
 - 4. Parking space of adequate portion and convenient location at each school.
- B. A teacher work area convenient to all and containing a copying machine, computer, printer and supplies to aid in the preparation of instructional materials will be provided. A clock that works will be installed in all designated faculty workrooms.
- C. Faculty workrooms, washrooms and classrooms shall be cleaned daily.

ARTICLE VII
THE USE OF SCHOOL FACILITY

- A. The Association will have the same right to use school buildings as outlined in Board policy, without cost, at reasonable times for meetings, provided, however, that the Association will be required to pay for any additional custodial costs involved by reason of said meetings. Arrangements are to be made beforehand with the Principal of the building in question.
- B. There will be one (1) bulletin board in each school building, which will be placed in a designated area as agreed to by the Building Representative and Building Principal, for the purpose of displaying notices, circulars, and other Association material. The Association agrees that it will not post any material which is derogatory to the Administration, the Board, or any member thereof, or the School System.

ARTICLE VIII
PROTECTION OF TEACHERS

- A. Teachers shall report immediately in writing to their Principal and to the Central Office, all cases of assault suffered by them in connection with their employment.
- B. Such report shall be forwarded through the Superintendent to the Board which shall comply with any reasonable request from the teacher for information in its possession not privileged under law which relates to the incident or the persons involved.

- C. The Board of Education hereby recognizes the rights of teachers contained in Section 10236a of the Connecticut General Statutes.

ARTICLE IX
BENEFITS

- A. Personal Injury Benefits

Whenever a teacher is absent from school as a result of personal injury caused by an accident arising out of and in the course of his/her employment during duty hours, he/she shall be paid his/her full salary less the amount of any Worker's Compensation award made for temporary disability due to said injury for up to ninety (90) days after sick leave is exhausted.

- B. Retirement and Death Benefits

1. Upon the death or retirement from the teaching profession of a teacher who has been in the East Haddam School System for twenty (20) or more years of active service (with the exception of military leave which shall be adjudged continuous under law) such teacher shall be paid the equivalent of one-half his/her accumulated sick leave, based on 1/190 of the teacher's annual salary for the last year. Said teacher shall notify the Board of his/her intention to retire by January 15th in order to receive the benefits described in this paragraph unless the teacher can demonstrate a serious unforeseen circumstance that arose after January 15th, such as relocation due to a spouse's work, newly diagnosed major health condition that is causing the need to retire or other similar serious unforeseen situations for the employee or their family. The teacher will be paid at the beginning of the next fiscal year. In case of death, benefits will be paid to the teacher's estate. The maximum benefit available under this article shall, in no event, exceed forty (40%) percent of the salary schedule pay for the highest step of the MA column. Payment under this article shall be paid over two fiscal years.
2. Upon the death of a teacher who has elected to receive pay over twenty-six (26) pay periods, instead of twenty-two (22), his/her estate shall be paid the per diem rate of pay for all days worked.

- C. Annuity Plan

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

ARTICLE X
STAFF SALARIES

- A. The salaries, as drawn by the Board, of all teachers covered by this Agreement are set forth in Appendices D-1, D-2, and D-3 which are attached hereto and made part of this Agreement.
- B. Teachers shall be paid every other Friday.
- C. At the option of each teacher, paychecks will be issued on either:
 - 1. A twelve-month pay schedule with the last check in June covering the remainder of the teacher's annual salary.
 - 2. Ten-month pay schedule, teachers will receive their entire salary in equal payments.
- D. Compensation for extra duty shall be paid in accordance with the following:
 - 1. Stipends under the provision of Appendix D-4 shall be paid in two installments during the seasons that the individual is coaching.
 - a. Fall sports: First check in October and the second check payable upon the conclusion of the regular season.
 - b. Winter sports: First check in December and the second check payable upon the conclusion of the regular season.
 - c. Spring sports: First check in April and the second check payable upon the conclusion of the regular season.
 - 2. Stipends under the provision of Appendix D-5 shall be paid in two installments, the first check in December and the first check in May.
- E. There will be electronic direct deposit of paychecks to the bank(s) or credit union of the teacher's choice.

ARTICLE XI
PLACEMENT ON THE SALARY SCHEDULE

- A. All teachers shall be placed on the appropriate step in the salary schedule taking into consideration the following:
 - 1. Degree status as defined under "Degree Definitions." If written notice of a change in degree status is given by a teacher to the Superintendent by the last workday in December, that teacher will be given credit for the change during the following school year in the pay period following receipt of documentation.

2. Full credit will be given for previous teaching experience in public schools, provided that such experience shall have been continuous service of at least one-half of any school year. Credit for prior teaching experience as a long-term substitute shall be at the discretion of the Superintendent. Full credit will be given for previous teaching experience in private schools for all successfully completed years of teaching in position(s) that require certification by the State of Connecticut.
3. Credit for services in the Peace Corps as allowed for in "Leave" article.
4. Credit for active service when drafted or recalled into the Armed Forces of the United States as allowed for in "Leave" article; one increment shall be given on the current salary schedule for each year of active military service up to a maximum of four (4) increments applicable only to those teachers who leave the East Haddam School System.
5. Credit for active service in the Armed Forces of the United States - one increment shall be given on the current salary schedule for each year of active military service up to a maximum of two (2) increments for those in or entering the East Haddam School System.
6. On recommendation of the Superintendent and approval of the Board, the increment may be withheld in the case of a particular teacher because of unsatisfactory performance. The teacher must be informed before March 1 and must receive notice of his or her weaknesses well before March 1.

B. The Superintendent may grant one step on the salary schedule for every two years of previous relevant experience to a maximum of seven steps.

C. Long-Term Substitutes

1. Compensation - Long-term substitutes, as defined under the Connecticut General Statutes and the regulations promulgated by the State Department of Education, shall be compensated in accordance with this section. Effective with the forty-first (41st) working day of continuous employment in the same assignment, a substitute with appropriate state certification shall be paid at the BA Step One per-diem rate as set forth in the applicable salary schedule set forth in Appendix D-1 through D-3 of this Agreement. Long-term substitutes with appropriate certification who are hired for an assignment which is expected to last more than forty (40) school days shall be paid at the BA Step One per-diem rate, as of the first (1st) school day in the assignment.
2. Sick Leave Benefits - Long-term substitutes shall be eligible for sick leave described in Article XIX on a pro-rata basis, based on the percentage of the school year of their assignment as a long-term substitute. Long-term substitutes shall receive 1.5 sick days per each thirty (30) calendar days worked.

3. Health Insurance Benefits for Long Term Substitutes - In accordance with the Affordable Care Act, as said law may change from time to time, long-term substitutes shall be eligible for health insurance coverage based on the following:
 - a. If the long-term substitute, at the time of hiring, will be working at least thirty (30) hours per week, the long-term substitute shall be offered health insurance coverage in accordance with the provisions of Article XIV upon hiring, except that the health insurance offered shall be at a premium contribution 35% for the individual and 100% contribution for dependents.
 - b. If the long-term substitute, at the time of hiring, will be working less than thirty (30) hours per week, the long-term substitute shall not be offered health insurance coverage.

4. All Other Contractual Rights and Benefits: The provisions set forth in Articles III, IX, XI, XIII, XIV (except as described above), XIX (except as described above), XX, XXIII and XXIV shall not apply to long-term substitutes. In addition, the parties acknowledge and agree that long-term substitutes do not accrue seniority and have no recall rights.

ARTICLE XII
CONTRACTS

The Board agrees to provide each teacher with annual notice of the following:

1. number of sick days available for coming year
2. teaching assignment
3. salary schedule step
4. annual salary
5. extra pay positions and salary
6. insurance coverages

ARTICLE XIII
DEGREE DEFINITIONS

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

Bachelor A baccalaureate degree earned at an accredited college or university.

Bachelor + 30 Thirty (30) hours of graduate study beyond bachelor study in a program approved by an accredited graduate school certified by the State Department of Education. Thirty (30) hours of study may also be approved by the Board upon recommendation of the Superintendent.

- Master A master's degree earned at an accredited college or university.
- Sixth Year A second master's degree in a discipline other than the discipline in which the initial master's degree was attained; or the completion of thirty (30) credits beyond the master's degree in a program approved at an accredited college or university; or "Sixth Year Certificate" from an accredited college or university; or thirty (30) credits approved by the Superintendent, or a master's degree program which required sixty (60) credits, provided that the teacher is working in the specific field in which the second masters degree, thirty (30) credits beyond masters, sixth year certificate, Superintendent approved credits, or sixty credit masters was earned.
- Doctorate A doctorate degree earned at an accredited college or university, provided that the teacher is working in the specific field in which the doctorate degree was earned.

ARTICLE XIV
INSURANCE BENEFITS

- A. Commencing with each work year, listed herein, the Board of Education agrees to provide for each teacher and any eligible dependent(s) the following insurance benefits with the cost of the premium shared as follows:

| | | |
|-----------|-----------|-------------|
| 2017-18 = | 84% Board | 16% teacher |
| 2018-19 = | 83% Board | 17% teacher |
| 2019-20 = | 82% Board | 18% teacher |

1. The ConnectiCare HDHP with annual deductibles of \$2,000/\$4,000 effective through December 31, 2019. Effective January 1, 2020, the annual deductible shall be \$2,250/\$4,500.
2. The Board will fund an amount equal to forty-nine percent (49%) of the annual deductible for eligible employees. The parties acknowledge that the Board's 49% contribution toward the funding of the HSA is not an element of the underlying 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 plan for retirees or other individuals upon their separation from employment.

Beginning in calendar year 2017 and each calendar year thereafter, there shall be a wellness incentive program that shall consist of an annual calendar year physical examination for employees and their applicable covered spouses. If an employee or their spouse fail to have an annual calendar year physical, the next year's deductible contribution from the Board shall be 45% instead of the deductible contribution described above. Any physical examination in the 2017 calendar year shall be considered compliant.

3. The employee will be responsible for opening the HSA and for any bank fees associated with maintaining the HSA account. The Board will make provisions for a before tax direct deposit payroll deduction for employees who choose to use this feature.
4. The Board will make its contributions into the employee's HSA account in two equal payments, the first on September 15 and the last on January 15.
5. If an employee separates from employment or otherwise ceases to participate in the plan, they will only be entitled to a pro-rated portion of the above defined Board contribution. In accordance with the provisions of the IRS, all contributions into the HSA account are the property of the account holder,
6. An Rx co-pay, once the annual deductible is met, shall be \$0 for generic drugs, \$25 for listed brand name drugs and \$40 for non-listed brand name drugs with an annual cap of \$1,000 for single coverage and \$2,000 for two or more person family coverage.
7. For new hires, the Board shall pay a pro-rated deductible contribution from their date of hire through December 31st.
8. An HRA shall be made available for any teacher who is precluded from participating in the HSA because the individual receives Medicare and/or veterans' benefits and the annual maximum reimbursement by the Board of Education shall not exceed the Board's annual deductible contribution for those in the HSA.

B. Life Insurance: \$50,000.

C. All of the medical insurance coverage as noted above shall be subject to the ConnectiCare Managed Care Program. The plan will continue such managed care options requirements as are set forth in the policy on file in the Superintendent's office.

D. Group dental insurance - The BOE will conduct a review of the current dental benefits and alternatives available in the market. Upon completion of the review the BOE will review the findings with the Association. Upon mutually agreement the parties may move to implement an alternative plan. If no mutual agreement is reached the current benefits will remain. The plan shall have individual coverage only, premiums are split 75%. Board, 25% individual.

E. At the time of retirement, teachers have the option of picking up life insurance and other insurance benefits at the group rates and at their own expense.

F. The Board of Education retains the right to choose its own insurance vendor(s) so long as the coverage is equal to that mutually agreed upon.

G. Any eligible teacher who has elected in writing not to participate in insurance plans provided by the Board of Education shall receive, in lieu thereof, payment equaling \$1,000 for single coverage, \$3,000 for dual coverage or \$4,000 for family coverage. Payment to be made in December and June of each school year. The Board reserves the right to limit the number of

teachers who may elect this option if the group would be reduced to a size that would be charged a higher premium because of the smaller size of the group. Also, it is understood that this benefit can only be implemented to the extent permitted by the Board's insurance carrier(s), without any additional cost to the Board. It is recognized that certain insurance plans are provided as a package and the decision to participate or not must be made with respect to the entire package and cannot be made on the basis of each component plan within the package.

Employees receiving this benefit during the 2010-11 year will continue to be eligible for it, as long as there is no break in continuity. Employees who did not opt for this benefit in 2010-11 will not be eligible effective July 1, 2011.

- H. The insurance contributions paid by teachers for health insurance shall be paid by way of a payroll deduction. Subject to law, including the rules and regulations of the Internal Revenue Service, the Board shall maintain a "Section 125" salary reduction agreement which shall be designed to permit exclusion from taxable income of the employee's share of health insurance premiums.
- I. The Board shall also adopt and maintain an IRS Flexible Spending Account for unreimbursed medical expenses and dependent care expenses. The following provisions shall apply:
 - 1. Under no circumstances will the Board be required to contribute any monies to the FSA or to any account established pursuant hereto.
 - 2. Each teacher desiring to participate in the FSA must apply for participation and enroll by submitting completed forms provided by the Board thirty (30) days prior to September 1 of each plan year in which he or she desires to participate.
 - 3. Each teacher wishing to participate in the FSA must, thirty (30) days prior to September 1, inform the Board in writing of the amount he/she wishes to contribute to the account during the plan year.
 - 4. As a condition precedent to the establishment of an account under the Plan, the teacher must submit to the Plan Administrator, on forms approved by the Board, written authorization for the Board to deduct from his or her salary, the amounts to be diverted to his or her plan account, which shall be the same amount from each paycheck issued during the plan year.
 - 5. The Board makes no representations or guarantees as to the initial or continued viability of this salary reduction agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that change in law reduces or eliminates the tax-exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Association or any teacher covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost of loss arising from a flaw or defect in the salary re-

duction agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.

6. A minimum of ten (10) teachers must participate in the F.S.A. each year.
- J. The Board shall make available to teachers a long-term disability plan for teachers. Teachers wishing to enroll in the plan shall pay 100% of the premium costs for coverage under the plan. In addition, the Association agrees not to raise the issue of premium contributions in the successor negotiations.
- K. The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under Internal Revenue Code ("IRC") §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. Should any federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of the excise tax with respect to any of the contractually agreed upon insurance plans offered in this Agreement, the Association and the District agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the Association and the District shall reopen for the purpose of addressing the impact of the excise tax. No other provision of the Agreement shall be reopened during such mid-term negotiations.

ARTICLE XV
EXTRA PAY FOR EXTRA DUTY

- A. Extra duty for which extra compensation shall be paid and the amounts of such compensation are set forth in Appendices D-4 and D-5 which are attached hereto and made a part of this Agreement.
- B. Acceptance of the position to perform additional work under this article shall be considered as a total job commitment for the period stated. Personnel shall not be removed except for valid reasons such as non-performance, demonstrated inefficiency, conduct which reflects adversely on the school, or phase-out of the program.
- C. Assigned personnel may ask to be relieved of duties at time of Agreement for the following year without prejudice to assignment as a teacher in the school system. All extra duty positions set forth in Appendices D-4 and D-5 are annual positions. Notice of reappointment or change in appointment shall be made reasonably far in advance of the time duties are to commence.
- D. The Board may choose not to fill any or all of the special increment work for extra pay assignments.
- E. Equally qualified staff members have first right of rejection over an outside candidate.

ARTICLE XVI
SPECIAL SCHOOL PROGRAMS

- A. These provisions apply to such programs as night school and homebound.
1. Positions in these programs shall be filled first by teachers regularly employed in the school system if these teachers meet the qualifications set forth for the special programs.
 2. In filling such positions, consideration shall be given to 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 these programs, if any.
 3. All openings for these positions shall be posted on the District's web site and sent by email as early as possible so interested teachers may apply.
- B. Programs

1. Adult Education

Compensation will be based on the funds available.

2. Homebound Instruction

Homebound instruction compensation shall be as set forth in Appendix D-5.

ARTICLE XVII
PAYROLL DEDUCTIONS

- A. In addition to those payroll deductions required by law the following agencies are eligible for payroll deductions:
- Long-Term Disability Insurance
 - East Haddam Education Association
 - Connecticut Education Association
 - National Education Association
 - Tax Sheltered Annuity Plans
 - Credit Union
 - Health Insurance
 - Flexible Spending Account designation
 - Health Savings Account Contributions
 - Voluntary Aflac
 - Dental Insurance
- B. All requests for deductions must be in writing on approved authorization forms.

- C. 1. Each of the Associations named in Section "A" above shall certify to the Board in writing the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board thirty (30) days written notice prior to the effective date of such change.
- 2. Deductions referred to in Section "A" above shall be made bimonthly until completed except as otherwise provided in Section E.2. The Board shall not be required to honor for any month's deductions any authorizations that are delivered to it later than two (2) weeks prior to the distribution of the Payroll from which the deductions are to be made.

D. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon payroll deduction authorization cards submitted by the Association to the Board.

E. Dues Deduction and Service Fee Deduction

1. Conditions of Continued Employment

All teachers employed by the East Haddam 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.

2. Deductions

The East Haddam 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 such 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 1st of each school year.

3. Subsequent Employment

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

4. Forwarding 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 check a list of teachers for whom such deductions were made.

5. 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 employees of the Board of Education and the positions held by said employees. The Board shall notify the Association monthly of any changes in said list.

6. Reference to Association

The singular reference to the "Association" herein shall be integrated as referring to the East Haddam Education Association, the Connecticut Education Association, and the National Education Association.

7. Indemnity

The Association agrees to indemnify and hold harmless the Board of Education from any and all expense, including reasonable attorney's fees incurred by the Board, loss or damage arising from the operation of Section E of this Article.

ARTICLE XVIII
EVALUATION REPORTS

- A. Teachers shall be given a copy of any evaluation prepared by their superiors which will be considered in determining the salary or other benefits which they are to receive in the course of their employment, and they shall have the right to discuss such reports with their superiors.
- B. Any such evaluation report or other written statement of criticism may not be contained in the individual teacher's personnel or other file longer than thirty (30) days unless such report is shown to the subject teacher and he/she has acknowledged reading the report by a signature within a thirty (30) day period beginning with the date of the report. Once a teacher has read his/her evaluation report or any other written statement of criticism he/she must sign it, on condition Article XVIII, Section C be included.
- C. The teacher's signature does not mean approval, but only that he/she has read it.

- D. Any written complaint made against a teacher or person for whom the teacher is administratively responsible, by any parent, student, or other person, shall promptly be called to the attention of the teacher. In no case shall any such complaint be placed in any teacher's file unless it has been investigated within reason and the teacher and administration have met to share the results of the investigation.

ARTICLE XIX
LEAVE

A. Personal

1. The Superintendent's judgment must be exercised in every request for personal leave.
2. Personal leave will be granted for bereavement in the immediate family Immediate family means: husband, wife, children or other members of the same home who are in a domestic partnership; father, mother, sister, grand-parents, father-in-law, mother-in-law, brother
3. Personal leave will be granted for religious observances, wedding and graduation for the teacher and/or his/her immediate family.
4. Personal leave will not normally be granted for other reasons except when the teacher is able to clearly demonstrate that the reason for his/her request is of such importance that to deny him/her personal leave will result in financial, legal, or personal hardship. When leave is granted under this section, the teacher will be expected to return to his/her position as soon as possible.
5. Additional days may be granted without pay, and the per diem pay of the teacher's regular salary will be deducted per day.
6. Teachers shall be notified in writing when personal days are granted. Such notifications shall be within five (5) working days of the request.
7. Each teacher will be allowed a maximum of six (6) personal leave days each year, non-cumulative. Three (3) personal leave days may be used for appropriate purposes without the need to submit the reason for prior approval. Such days cannot, however, be used before or after Spring, Winter and December school vacations, Thanksgiving Break or during June.

B. Sick

1. There shall be fifteen (15) sick days leave per year. This leave is cumulative up to 230 days total as long as the teacher remains continuously in the service of the East Had-dam Board of Education. For purposes of calculation pursuant to the Retirement Benefits described in Article IX.B.1. or any other severance pay benefit, the maximum days deemed to have been accumulated is limited to 210.

2. A certificate or written report of a physician shall be required when so requested by the Principal. Where such a certificate is requested, the District shall reimburse the Teacher for any cost charged by the health care provider to produce such certificate or report. However, the District shall not be responsible for any cost associated with treatment or diagnosis.
3. Up to a maximum of seven and one-half (7.5) sick days per year can be used for critical illness in the immediate family and for illness in the immediate family that is sufficiently serious that a physician deems it necessary for the teacher to assist with the immediate family member's care. Immediate family means: husband, wife, children or other individuals domiciled in the same home who are in a domestic partnership; father, mother, sister, brother grand- parents, father-in-law, mother-in-law.
4. In the event a teacher exhausts accumulated sick leave, the Board, at its sole discretion, may grant extended sick leave time, with or without pay. Any decision to grant extended sick leave in one case shall have no bearing upon any other request for such leave.
5. Employees shall notify their immediate supervisor of absence due to sickness or accident at least one hour prior to the day's scheduled starting time whenever possible.
6. The Association recognizes the fact that each teacher has the responsibility to maintain reasonable standards of health in order to be present on the job when scheduled to work.

C. Sick Leave Bank

1. For the purpose of providing additional coverage after exhaustion of individual annual and/or accumulated sick leave, only in the event of serious illness as evidenced by medical certification, the Board and the Association agree to establish a Sick Leave Bank as of July 1, 2017.
 - a. Participation by all members of the certified staff covered by this agreement and those holding a durational shortage area permit shall be mandatory. Teachers shall contribute one (1) day of accumulated sick leave each year to the bank, except for a teacher who would start a school year with fewer than 15 sick days. For the initial start-up of this bank, 1 day will be taken in September 2017 and one day in September 2018 for teachers who have 15 or more sick days available; disregarding the minimum threshold amount in Section e below, unless the sick bank must be utilized during the 2017-2018 school year. If that occurs, 1 additional day will be taken in January 2018 to meet/surpass the threshold amount listed in Section e below from those teachers with 15 or more sick days available at that time.
 - b. The bank shall be administered by a committee of two representatives selected by the Superintendent and two selected by the Association. This committee shall consider the eligibility of teachers to draw from the bank, and come to a

unanimous decision. Should the committee decide another diagnosis is needed to provide further documentation, the District shall pay for the additional diagnosis/documentation.

- c. The following criteria shall be used by the Sick Leave Bank Committee in determining the eligibility of a teacher to draw from the Bank and determining the amount of leave:
 1. A teacher must have completed two continuous years teaching in the district.
 2. A teacher must have used up all accumulated full pay sick leave.
 3. Teacher must submit competent and timely evidence that a request is necessary due to serious and lengthy illness via a health care provider as defined by the FMLA.
 4. Teacher's prior utilization of sick leave.
- d. Upon compliance with section c. above, the Sick Leave Bank Committee may issue a grant of days from the Sick Leave Bank of no more than ninety (90) days.
- e. The Sick Leave Bank shall have a minimum of 120 days in reserve. If the number of days falls below 120, then section a. shall be reapplied.
- f. The decisions of the Sick Leave Bank Committee shall be final and binding and not be subject to the grievance procedure or arbitration.

D. Family and Medical Leave, Childbirth, Adoption, Paternity and Childrearing

1. Absences related to disability of a spouse or domestic partner living with the teacher due to pregnancy, childbirth, and related conditions, shall be treated as any other physical disability and shall be administered in accordance with the Federal Family and Medical Leave Act ("FMLA"). Such absences shall be with pay to the extent a teacher has a sufficient amount of accrued sick leave and personal leave, and such paid leave shall run concurrent with FMLA leave, will count against the twelve (12) weeks of FMLA with any remaining leave being unpaid. Any paid or unpaid leave under this provision shall be counted against any FMLA leave entitlement. Teachers may continue to participate in Board group health insurance plans at the level of premium contribution required in the contract as if the employee were not on such leave for the duration of any paid leave or unpaid FMLA leave.
2. Childrearing leave following the birth or adoption of a child is also available and will be administered in accordance with the FMLA under the same conditions as those described above.

3. A teacher on FMLA shall receive credit towards placement on the salary schedule and toward accumulated seniority for the period of such leave. Any teacher who takes leave under the FMLA because of a serious health condition must substitute any accumulated paid sick leave for unpaid FMLA leave and such paid leave shall run concurrent with the FMLA leave. Any leave that qualifies as FMLA leave, whether paid or unpaid, will count against the twelve (12) weeks of FMLA leave. If sick leave is used for a medical condition which is not a serious health condition under the FMLA, that leave does not count against the twelve (12) weeks of FMLA leave entitlement.
4. Any teacher who takes FMLA in order to care/address a serious illness for a spouse, domestic partner living with the teacher, child, or parent must substitute any accumulated sick leave for such leave and such paid sick leave shall run concurrent with and count against the twelve (12) weeks of FMLA leave to which the employee is entitled.

E. Military

A teacher who is deployed for reserve military duty shall receive the difference between regular pay and total military pay for the duration of the deployment. In addition, he/she may elect to continue health insurance coverage as if actively employed, provided the employee makes the contractually required employee contributions. Deployed for the purpose of this section does not include annual training requirements.

F. Peace Corps

1. Leaves of absence may be granted of up to two (2) years to teachers with tenure status who leave from the East Haddam School System to join the Peace Corps as full time participants in such a program.
2. No compensation shall be paid while working with the Peace Corps.
3. The teacher returning from the Peace Corps leave shall be placed on the appropriate step in the salary schedule as though he/she had been in active service for the period of such leave not to exceed two (2) years.

G. Professional and Conference

1. Professional and conference attendance will be granted with full pay at the discretion of the Superintendent.
2. Days of absence in this section are not cumulative.

H. Exchange Teacher

1. The Board recognizes that teacher exchange programs provide an excellent means of bringing about cultural exchange and understanding, and encourages the school to participate in this program, providing that such participation will provide the best possible education to the school.
2. Teachers who wish to participate must be tenure, and must make written request to the Board. Teachers participating in this program shall receive credit on the salary schedule.
3. Approval may be granted by the Board upon recommendation of the Superintendent and upon finding an acceptable exchange replacement teacher.

I. General

1. A teacher may be allowed leave, without loss of salary, to begin Superintendent approved programs of study in education that result from foundation or scholarship grants and which necessitate personal presence in advance of the close of the school year depending on the work load and need of the teacher's services.
2. Other extended leaves, with or without salary, may be granted at the discretion of the Board.
3. Every effort will be made to return teacher granted leave under Leave Policy to the position that he/she left. If not possible, the Board will make every effort to return the teacher to a position comparable to the position held prior to the leave, provided, however, that said teacher has conformed to the Board's policy of notice of intent to return.

J. Sabbatical

1. Any teacher who has completed ten or more years of continuous service in the East Haddam School System may be granted a sabbatical leave of absence with the approval of the Board of Education in accordance with the following terms:
 - a. One year at half pay for study or travel after ten years.
 - b. One-half year at full pay for study or travel after ten years.
 - c. Such leave shall be granted only when the purpose has a direct potential value to the East Haddam School System as determined by the Board. The application should include a detailed outline of anticipated activities. Upon his/her return, it should be incumbent on the teacher to make a report to the Board and, as called upon, to share whatever has been gained by such leave with the school system and the citizenry.

- d. Request for tentative sabbatical leave must be made in writing to the Board of Education by January 1st of the preceding year and final application by April 30th.
- e. No more than two members of the faculty shall be granted sabbatical leaves in one year. If more than two teachers in the school system apply for leave, substantial weight will be given to the factor of seniority of services. In case it shall be necessary to choose from the teachers of equal prior service, the selection shall be made upon the basis of benefit to the school system.
- f. As a condition to such leave, the teacher shall agree to return to, and to continue in the service of the East Haddam School System for a period of at least two years after the expiration of the sabbatical leave or repay the salary given to him/her during said sabbatical leave except in case of disability or death. A demand note, personally endorsed, should be included in this policy stating that it will be paid in full if a teacher leaves the employment of the Board of Education before the two years have expired.
- g. The salary granted the teacher on leave will be based on the salary to which he/she would be entitled if not on leave. From such salary should be deducted monthly the regular contribution to the pension system (based on the regular year's salary) and the withholding tax (based on actual salary).
- h. Teachers on such leave may not receive compensation for work during the school year except by approval of the Board.
- i. Teachers on such leave shall be considered as in the employ of the Board of Education and the time spent shall count as regular service toward retirement and salary increases. Such absences shall be without prejudice to be teacher's tenure rights.
- j. Sabbatical leave, once granted, may not be terminated before the date of expiration by either party.
- k. Cancellation of leave at the teacher's request after such a leave has been granted forfeits the right to re-apply for two (2) years unless such cancellation is due to illness.

ARTICLE XX
LONGEVITY

Any teacher who has spent one full year at the maximum step and who has at least ten years teaching experience in East Haddam by September 1 of any school year shall receive a longevity payment in addition to his/her annual salary which will be incorporated into his/her regular paychecks. The amount of the longevity payment will be in accordance with the following schedule:

Second to sixth year on maximum step: \$1,227

Seventh year on maximum step and following: \$1,462

These payments are not cumulative.

ARTICLE XXI
TEACHING ASSIGNMENTS

- A. Teachers initially employed by the Board shall receive their building, grade and/or subject assignments from the Superintendent's Office in writing.
- B. Teachers shall be notified in writing by the last day of school of their programs and schedules for the ensuing 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 or assignments that they will have. In the event of a change in circumstances of conditions during the months of May through August (e.g., resignations, deaths, promotions, leave of absence) such assignments may be changed only as required thereby, with prompt notice in writing to the teacher.
- C. In the determination of assignments, the convenience and wishes of the teacher shall be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.
- D. Teachers are not responsible for the scheduling of any classes.
- E. In any involuntary change in a teaching assignment for the subsequent year after the last day of school, the teacher has the right to resign without prejudice and without violation of teacher's Code of Ethics.
- F. The Board recognizes that a classroom teacher's talents are not utilized to the best advantage in a lunchroom monitoring position and therefore will not utilize teachers in those assignments unless the situation is such that it calls for action above and beyond the normal procedure. This action is to be of short duration.
- G. Teachers may be assigned to supervise students in hallways and lavatories and on school grounds outside school buildings, during the workday.

- H. With the exception of a teacher's retirement as described in Article IX, Benefits, teachers shall provide the District with at least thirty (30) days' notice of their intent to leave employment with the Board.

ARTICLE XXII
TEACHER TRANSFERS

- A. Teachers who desire a change in grade and/or subject assignment shall present their request for change in writing to the Principal by March 1st of the preceding year.
- B. All teachers shall be consulted about their transfers before any decision is made and express their opinions and feelings on the transfer.

ARTICLE XXIII
TUITION

- A. The Board of Education shall provide tuition payment for graduate study according to the following limits and criteria:
 - 1. Eligibility for reimbursement.
 - a. For teachers employed before September 1, 2008, the teacher shall have been in the employ of the East Haddam Board of Education for one year. Any teacher initially employed on or after September 1, 2008 must achieve tenure to be eligible.
 - b. The teacher must hold appropriate certification.
 - c. Reimbursement for courses taken during the summer is only available for a teacher who works with the District through the end of that calendar year in which the course was taken.
 - 2. Criteria for courses for which reimbursement will be paid.
 - a. A professional education course.
 - b. A course within the teacher's area of specialization.
 - c. All courses must be approved by the Superintendent prior to the teacher enrolling in the course. Such courses must be through an accredited college or university. Accreditation must be by a federally regulated and approved higher education commission. The Superintendent and the Association agree that unique circumstances may exist when a teacher may need to take a course that is not offered through a college/university with the above criteria. In such case, the employee shall make a written request seeking pre-approval from the Superintendent and the Superintendent, in consultation with the Association, shall review the request and provide a written response within five (5) school days of receiving the written request.

3. Allotted funds.

- a. A total of the following for each year.

\$18,000

Per Trimester as follows:

| <u>Summer</u> | <u>Fall*</u> | <u>Spring**</u> |
|---------------|--------------|-----------------|
| \$10,000 | \$4,000 | \$4,000 |

*Plus any remaining money from the summer trimester.

**Plus any remaining money from the first or second trimesters.

Any unused money will be forfeited at the end of the year.

- b. If there is a surplus of funds from a given trimester, that money shall be carried over to the next trimester.
- c. The amount each teacher will receive in reimbursement will be the amount available for that trimester, divided by the number of approved requests, except no teacher shall receive more than 75% of the cost of any course, or \$1,600 for any course, whichever is more. No teacher may be reimbursed for more than four (4) courses in a year.

4. Method of payment.

- a. Written requests for tuition reimbursement will be processed according to the following schedules:

First payment: For summer and pre-summer courses - requests submitted no later than September 30th.

Second payment: For fall trimester - requests submitted no later than January 15th.

Third payment: For spring trimester - requests submitted no later than June 15th.

- b. Requests for reimbursement must be made in writing.
- c. Only successful course completions (final grade C or above) supported by a grade report will be eligible for reimbursement.

ARTICLE XXIV
EMPLOYMENT SECURITY

- A. It is recognized that the Board has the sole and exclusive prerogative to eliminate certified staff positions consistent with the provisions of the state statutes and this agreement. Elimination of certified staff positions may result from the following reasons, among others: decreases in student enrollment, changes in curriculum or severe financial conditions. Reduction in force shall be non-punitive and non-discriminatory.
- B. Definitions:
1. The term "days" shall mean calendar days.
 2. The term "teacher" shall mean a member of the bargaining unit.
- C. Prior to commencing action to terminate teacher contracts under this procedure, the Board of Education will to its best ability effectuate reduction in staff by:
1. voluntary retirements;
 2. voluntary resignation;
 3. transfer of existing staff members;
 4. voluntary leaves of absence.
- If a teacher has attained tenure status, his or her contract of employment may be terminated because of elimination of the position to which the teacher was appointed if no other position exists to which he/she may be appointed if certified. No tenure teacher (as defined in §10-151(b) of the Connecticut General Statutes as amended) shall be laid off when a position exists which is either vacant or occupied by a non-tenure teacher and for which the tenure teacher is certified.
- D. In making staff reduction decisions among non-tenure teachers, the Board will base its decision upon the following:
1. Qualification to teach particular subjects, as determined by certification and teaching experience.
 2. Teaching performance as determined by history of evaluation in the East Haddam School System.
 3. Length of teaching service in the East Haddam School System.

- E. In making staff reduction decisions among tenure teachers, the Board will base its decision upon length of service in the East Haddam School System given proper certification. Any teacher whose position is eliminated or displaced may displace a less senior teacher given proper certification requirements.

When the above criteria are unable to determine which teacher's contract shall be considered for termination, then the following shall be the basis for making said determination:

1. Teaching experience in a particular subject.
2. History of formal evaluations.
3. Commendations and disciplinary actions recorded and located in the personnel file.

- F. No new employee shall be hired to fill a position for which an employee on the re-appointment list is certified. In cases where more than one employee on the re-appointment list is certified for a particular position to be filled, employees with tenure shall be given preference.

- G. The name of an employee who has been laid off shall be placed upon a re-appointment list and remain on such list for one year.

- H. Any teacher on the re-appointment list shall receive a written offer of re-appointment. The teacher shall accept or reject the appointment in writing within one calendar week of receipt of the offer. In the event a teacher rejects an appointment, such teacher's name shall be dropped from the reappointment list.

No employee who has been laid off shall be entitled to payment or accrual of any compensation or fringe benefits, whether or not he/she remains on the re-appointment list. However, an employee who is re-appointed from the list shall be entitled to reinstatement of any benefits earned or accrued at the time of layoff, and further accrual of salary increments and fringe benefits shall resume where they left off. No years of layoff will be credited as years of service for compensation or retirement purposes.

- J. It is understood that a layoff is a termination of employment subject to administrative and/or judicial review in the manner set forth in the sub-sections of §10-151 of the Connecticut General Statutes as amended, and in no other manner. In the case of judicial review under those statutory provisions, the parties agree that the provisions of this Article can and should be submitted to the Court.

ARTICLE XXV
JUST CAUSE

No teacher shall be denied an increment, or suspended without pay or disciplined without just cause.

ARTICLE XXVI
ASSOCIATION RELEASE TIME

The Association President shall not be assigned bus duty during his/her term of office.

Where Association Representatives are representing a bargaining unit member in an employment related matter, the Association Representatives shall make responsible attempts to schedule such meetings with legal counsel, other Association Representatives or a representative of a state agency outside of the normal work day. Where those attempts are unsuccessful, the Superintendent, in his/her sole discretion, may provide leave to the Association Representatives for these purposes that will not be charged to personal leave. The decision of the Superintendent shall not form the basis of a grievance.

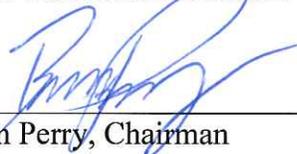
ARTICLE XXVII
SAVING CLAUSE

- A. If any provision of this Agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable, or performed, or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation with the Association.
- B. In the event that any provision of this Agreement is, or shall at any time be, contrary to law, all other provisions of this Agreement shall continue in effect.

Date

11/23/16

EAST HADDAM BOARD OF EDUCATION

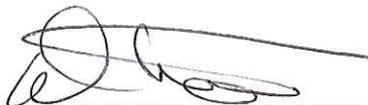


Bryan Perry, Chairman

Date

11/22/16

EAST HADDAM EDUCATION ASSOCIATION



David Telep, President

APPENDIX D-1

Salary Schedule 2017-2018

| | Yrs of | | | | | |
|------|------------|--------|--------|--------|--------|--------|
| Step | Experience | BA | BA+30 | MA | MA+30 | PHD |
| 1 | 0-1 | 46,266 | 48,195 | 49,274 | 51,934 | 54,737 |
| 2 | 2 | 47,770 | 49,641 | 50,703 | 53,492 | 56,379 |
| 3 | 3-4 | 49,657 | 51,502 | 52,553 | 55,498 | 58,070 |
| 4 | 5 | 51,618 | 53,459 | 54,656 | 57,301 | 59,957 |
| 5 | 6-7 | 54,328 | 55,759 | 57,060 | 59,594 | 62,206 |
| 6 | 8 | 57,180 | 58,211 | 59,486 | 62,067 | 64,694 |
| 7 | 9 | 60,183 | 61,006 | 62,221 | 65,232 | 67,281 |
| 8 | 10 | 63,599 | 63,751 | 65,084 | 68,559 | 70,915 |
| 9 | 11 | 68,330 | 66,620 | 68,891 | 72,536 | 75,077 |
| 10 | 12 | | 69,618 | 72,928 | 76,742 | 79,485 |
| 11 | 13-16 | | 72,847 | 77,275 | 81,193 | 84,150 |
| 12 | 17+ | | 78,883 | 83,617 | 87,905 | 90,579 |

Appendix D-2

Salary Schedule 2018-2019

| Step | Yrs of Experience | BA | BA+30 | MA | MA+30 | PHD |
|------|-------------------|--------|--------|--------|--------|--------|
| 1 | 0 | 47,006 | 48,966 | 50,062 | 52,765 | 55,613 |
| 2 | 1-2 | 48,534 | 50,435 | 51,514 | 54,348 | 57,281 |
| 3 | 3 | 50,452 | 52,326 | 53,394 | 56,386 | 58,999 |
| 4 | 4-5 | 52,444 | 54,314 | 55,530 | 58,218 | 60,916 |
| 5 | 6 | 55,197 | 56,651 | 57,973 | 60,548 | 63,201 |
| 6 | 7-8 | 58,095 | 59,142 | 60,438 | 63,060 | 65,729 |
| 7 | 9 | 60,701 | 61,531 | 62,756 | 65,793 | 67,860 |
| 8 | 10 | 64,146 | 64,299 | 65,644 | 69,149 | 71,525 |
| 9 | 11 | 68,918 | 67,193 | 69,483 | 73,160 | 75,723 |
| 10 | 12 | | 70,217 | 73,555 | 77,402 | 80,169 |
| 11 | 13 | | 73,473 | 77,940 | 81,891 | 84,874 |
| 12 | 14+ | | 79,561 | 84,336 | 88,661 | 91,358 |
| | | | | | | |

Appendix D-3

Salary Schedule 2019-2020

| | Yrs of | | | | | |
|------|------------|--------|--------|--------|--------|--------|
| Step | Experience | BA | BA+30 | MA | MA+30 | PHD |
| 1 | 0 | 47,476 | 49,456 | 50,563 | 53,293 | 56,169 |
| 2 | 1 | 49,020 | 50,940 | 52,029 | 54,891 | 57,854 |
| 3 | 2-3 | 50,956 | 52,849 | 53,928 | 56,950 | 59,589 |
| 4 | 4 | 52,968 | 54,857 | 56,086 | 58,800 | 61,525 |
| 5 | 5-6 | 55,749 | 57,218 | 58,553 | 61,153 | 63,833 |
| 6 | 7 | 58,676 | 59,734 | 61,042 | 63,691 | 66,386 |
| 7 | 8-9 | 61,308 | 62,146 | 63,384 | 66,451 | 68,538 |
| 8 | 10 | 64,787 | 64,942 | 66,300 | 69,840 | 72,240 |
| 9 | 11 | 69,607 | 67,865 | 70,178 | 73,891 | 76,480 |
| 10 | 12 | | 70,919 | 74,291 | 78,176 | 80,970 |
| 11 | 13 | | 74,208 | 78,719 | 82,710 | 85,722 |
| 12 | 14+ | | 80,683 | 85,525 | 89,911 | 92,646 |

APPENDIX D-4

| | 2017-18 | 2018-19 | 2019-20 |
|------------------------------------------|---------|---------|---------|
| Athletic Director | \$7,601 | \$7,715 | \$7,715 |
| Athletic Coordinator, High School | \$8,161 | \$8,283 | \$8,283 |
| Athletic Coordinator, Middle School | \$4,080 | \$4,141 | \$4,141 |
| <u>High School Varsity Sports</u> | | | |
| Soccer - Boys | \$5,618 | \$5,702 | \$5,702 |
| Soccer - Girls | \$5,618 | \$5,702 | \$5,702 |
| Volleyball | \$5,618 | \$5,702 | \$5,702 |
| Cross Country | \$5,618 | \$5,702 | \$5,702 |
| Basketball - Boys | \$7,219 | \$7,327 | \$7,327 |
| Basketball - Girls | \$7,219 | \$7,327 | \$7,327 |
| Baseball | \$5,618 | \$5,702 | \$5,702 |
| Softball | \$5,618 | \$5,702 | \$5,702 |
| Cheerleading | \$3,560 | \$3,613 | \$3,613 |
| Golf | \$2,834 | \$2,876 | \$2,876 |
| Outdoor Track | \$3,629 | \$3,683 | \$3,683 |
| Indoor Track | \$3,629 | \$3,683 | \$3,683 |
| Unified Sports | \$2,643 | \$2,683 | \$2,683 |
| <u>High School JV Sports</u> | | | |
| Soccer - Boys | \$3,629 | \$3,683 | \$3,683 |
| Soccer - Girls | \$3,629 | \$3,683 | \$3,683 |
| Volleyball | \$3,629 | \$3,683 | \$3,683 |
| Basketball - Boys | \$4,669 | \$4,739 | \$4,739 |
| Basketball - Girls | \$4,669 | \$4,739 | \$4,739 |
| Baseball | \$3,629 | \$3,683 | \$3,683 |
| Softball | \$3,629 | \$3,683 | \$3,683 |
| <u>Middle School Sports</u> | | | |
| Soccer - Boys | \$2,643 | \$2,683 | \$2,683 |
| Soccer - Girls | \$2,643 | \$2,683 | \$2,683 |
| Baseball | \$2,643 | \$2,683 | \$2,683 |
| Basketball - Boys | \$3,069 | \$3,115 | \$3,115 |
| Basketball - Girls | \$3,069 | \$3,115 | \$3,115 |
| Softball | \$2,643 | \$2,683 | \$2,683 |
| Volleyball | \$2,643 | \$2,683 | \$2,683 |
| Cheerleading | \$1,738 | \$1,764 | \$1,764 |
| Cross Country | \$2,643 | \$2,683 | \$2,683 |
| Unified Sports | \$2,643 | \$2,683 | \$2,683 |

APPENDIX D-5

| | 2017-2018 | 2018-2019 | 2019-2020 |
|--------------------------------------------|-----------|-----------|-----------|
| Multi-cultural Club/Equality Alliance | \$1,529 | \$1,552 | \$1,552 |
| AV/video/computer coordinator - ES | \$2,676 | \$2,716 | \$2,716 |
| AV/video/computer coordinator - MS | \$2,676 | \$2,716 | \$2,716 |
| A/V coordinator - HS | \$2,676 | \$2,716 | \$2,716 |
| Student Council - HS | \$2,676 | \$2,716 | \$2,716 |
| Student Council - MS | \$1,529 | \$1,552 | \$1,552 |
| Dramatics - HS | \$3,823 | \$3,880 | \$3,880 |
| World Language Club (Formally French Club) | \$1,529 | \$1,552 | \$1,552 |
| Robotics - HS | \$1,529 | \$1,552 | \$1,552 |
| Debate Club- HS | \$2,676 | \$2,716 | \$2,716 |
| Dramatics - MS | \$3,823 | \$3,880 | \$3,880 |
| Yearbook - ES | \$1,529 | \$1,552 | \$1,552 |
| Yearbook - MS | \$3,823 | \$3,880 | \$3,880 |
| Yearbook - HS | \$3,823 | \$3,880 | \$3,880 |
| Career Education Coordinator | \$3,823 | \$3,880 | \$3,880 |
| Math Team - HS | \$2,676 | \$2,716 | \$2,716 |
| Math Team - MS | \$1,529 | \$1,552 | \$1,552 |
| Honor Society - HS | \$3,823 | \$3,880 | \$3,880 |
| Newspaper - HS | \$2,676 | \$2,716 | \$2,716 |
| Senior Project | \$2,676 | \$2,716 | \$2,716 |
| High School Bowl | \$2,676 | \$2,716 | \$2,716 |
| Jazz Band - HS | \$2,676 | \$2,716 | \$2,716 |
| Tri-M Honor Society | \$2,676 | \$2,716 | \$2,716 |
| Jazz Band - MS | \$2,676 | \$2,716 | \$2,716 |
| Percussion ensemble MS | \$1,529 | \$1,552 | \$1,552 |
| Golf Club - MS | \$1,529 | \$1,552 | \$1,552 |
| Variety Club - MS | \$2,676 | \$2,716 | \$2,716 |
| FFA | \$2,676 | \$2,716 | \$2,716 |
| Fencing | \$2,676 | \$2,716 | \$2,716 |
| Saturday School Advisor | \$2,676 | \$2,716 | \$2,716 |
| District Chemical Hygiene Officer | \$2,676 | \$2,716 | \$2,716 |
| <u>Class Advisors:</u> | | | |
| Grade 9 | \$1,529 | \$1,552 | \$1,552 |
| Grade 10 | \$1,529 | \$1,552 | \$1,552 |
| Grade 11 | \$2,676 | \$2,716 | \$2,716 |
| Grade 12 | \$3,823 | \$3,880 | \$3,880 |
| Program Leader (9-12) | \$3,152 | \$3,199 | \$3,199 |

Instructional Facilitators

| | | | |
|-------------------|---------|---------|---------|
| Elementary School | \$3,152 | \$3,199 | \$3,199 |
| Middle School | \$2,363 | \$2,398 | \$2,398 |
| Highs School | \$3,152 | \$3,199 | \$3,199 |

Team Leaders

| | | | |
|---------------------------------|---------|---------|---------|
| Middle School (Grades 4-8 +UA) | \$2,363 | \$2,398 | \$2,398 |
| Elementary School, Lead Teacher | \$3,152 | \$3,199 | \$3,199 |

Team Reviewers - out of District Reviews \$25/paper
max \$125/yr

Hourly Positions

| | | | |
|---------------------------|------|------|------|
| Drivers ED | \$48 | \$49 | \$49 |
| Homebound Instruction | \$48 | \$49 | \$49 |
| Summer Curriculum Writing | \$37 | \$38 | \$38 |
| Summer School Teaching | \$46 | \$47 | \$47 |

| BENEFIT | \$2K/4K HDHP July 1, 2017 | \$2,250/4,500 HDHP January 1, 2020 |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| East Haddam: Town & BOE | In and Out of Network Plan | In and Out of Network Plan |
| Cost Shares | | |
| | <p>In-Network services subject to deductible and coinsurance Out-of-Network services subject to deductible and coinsurance</p> <p>In-Network Preventive Care covered at 100% <u>Individual/Family</u> Deductible - \$2,000/\$4,000 Medical In-Network Coinsurance - 100%</p> <p>Post Deductible Prescriptions: \$0 Generic, \$25 Preferred Brand, \$40 Non-Preferred Brand Medical In-Network Out-of-Pocket Max - \$2,000/\$4,000 Post Deductible Prescription Copays In-Network Out-of-Pocket Max - \$1,000/\$2,000 Out-of-Network Coinsurance - 80/20% Plan Year Out-of-Network Out-of-Pocket Max - \$4,000/\$8,000</p> <p>Lifetime Maximum In-Network - Unlimited Lifetime Maximum Out-of-Network - Unlimited</p> <p>(In-Network benefits are defined below)</p> | <p>In-Network services subject to deductible and coinsurance Out-of-Network services subject to deductible and coinsurance</p> <p>In-Network Preventive Care covered at 100% <u>Individual/Family</u> Deductible - \$2,250/\$4,500 Medical In-Network Coinsurance - 100%</p> <p>Post Deductible Prescriptions: \$0 Generic, \$25 Preferred Brand, \$40 Non-Preferred Brand Medical In-Network Out-of-Pocket Max - \$2,250/\$4,500</p> <p>Post Deductible Prescription Copays In-Network Out-of-Pocket Max \$1,000/\$2,000 Out-of-Network Coinsurance - 80/20% Plan Year Out-of-Network Out-of-Pocket Max - \$4,500/\$9,000</p> <p>Lifetime Maximum In-Network - Unlimited Lifetime Maximum Out-of-Network - Unlimited</p> <p>(In-Network benefits are defined below)</p> |
| Preventive Care | Preventive Care Coverage Applies | Preventive Care Coverage Applies |
| Pediatric | 100% No frequency or age restrictions | 100% No frequency or age restrictions |
| Adult | 100% No frequency or age restrictions | 100% No frequency or age restrictions |
| Vision | 100% one exam every year | 100% one exam every year |
| Hearing | 100% one exam every year | 100% one exam every year |
| Gynecological | 100% | 100% |
| Medical Services | | |
| Medical Office Visit | Deductible & Coinsurance | Deductible & Coinsurance |
| Outpatient PT/OT/Chiro Speech Therapy | Deductible & Coinsurance 50 combined visit maximum per member per year | Deductible & Coinsurance 50 combined visit maximum per member per year |
| Allergy Services | Deductible & Coinsurance | Deductible & Coinsurance |
| Diagnostic Lab & X-ray | Deductible & Coinsurance | Deductible & Coinsurance |
| Inpatient Medical Services | Deductible & Coinsurance | Deductible & Coinsurance |
| Surgery Fees | Deductible & Coinsurance | Deductible & Coinsurance |
| | | |
| Office Surgery | Deductible & Coinsurance | Deductible & Coinsurance |
| Outpatient MH/SA | Deductible & Coinsurance | Deductible & Coinsurance |

| BENEFIT | \$2K/4K HDHP July 1, 2017 In and Out of Network Plan | \$2,250/4,500 HDHP January 1, 2020 In and Out of Network Plan |
|-------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| East Haddam: Town & BOE | | |
| Emergency Care | | |
| Emergency Room | Deductible & Coinsurance | Deductible & Coinsurance |
| Urgent Care | Deductible & Coinsurance | Deductible & Coinsurance |
| Ambulance | Deductible & Coinsurance | Deductible & Coinsurance |
| Inpatient Hospital | | |
| | Note: Prior authorization required | Note: Prior authorization required |
| General/Medical/Surgical/Maternity (Semi-Private) | Deductible & Coinsurance | Deductible & Coinsurance |
| Ancillary Services (Medication, Supplies) | Deductible & Coinsurance | Deductible & Coinsurance |
| Psychiatric | Deductible & Coinsurance | Deductible & Coinsurance |
| Substance Abuse/ Detox | Deductible & Coinsurance | Deductible & Coinsurance |
| Rehabilitative | Deductible & Coinsurance 100 days per member per calendar year | Deductible & Coinsurance 100 days per member per calendar year |
| Skilled Nursing Facility | Deductible & Coinsurance Covered up to 120 days per calendar year | Deductible & Coinsurance Covered up to 120 days per calendar year |
| Hospice | Deductible & Coinsurance | Deductible & Coinsurance |
| Outpatient Hospital | | |
| Outpatient Surgery Facility Charges | Deductible & Coinsurance | Deductible & Coinsurance |
| Diagnostic Lab & X-ray | Deductible & Coinsurance | Deductible & Coinsurance |
| Pre-Admission Testing | Deductible & Coinsurance | Deductible & Coinsurance |
| Other Services | | |
| Durable Medical Equipment Limited to certain items | Deductible & Coinsurance Unlimited Maximum | Deductible & Coinsurance Unlimited Maximum |
| Home Health Care | Deductible & Coinsurance 200 visits per calendar year 80 visit home health aid combined 200 visit maximum | Deductible & Coinsurance 200 visits per calendar year 80 visit home health aid combined 200 visit maximum |
| Prescription Drugs | Deductible Then \$0/25/40 (in-network) (generic/preferred brand/non-preferred brand) Or Coinsurance (out-of-network) Unlimited Maximum | Deductible Then \$0/25/40 (in-network) (generic/preferred brand/non-preferred brand) Or Coinsurance (out-of-network) Unlimited Maximum |
| Gastric Bypass Surgery | Covered subject to medical necessity | Covered subject to medical necessity |
| Infertility | Deductible & Coinsurance Unlimited Maximum | Deductible & Coinsurance Unlimited Maximum |
| Dependent Age Max | 26 years | 26 years |