

# **A G R E E M E N T**

between the

**LITCHFIELD BOARD OF EDUCATION**

and the

**LITCHFIELD EDUCATION ASSOCIATION**

**July 1, 2017 through June 30, 2020**

**Litchfield, Connecticut**

October, 2016

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# AGREEMENT

This Agreement is made and entered into on this 27<sup>th</sup> day of September, 2016, by and between the negotiating teams of the Litchfield Board of Education (hereinafter referred to as the "Board") and the Litchfield Education Association (hereinafter referred to as the "Association"). The Agreement was ratified respectively by the Litchfield Education Association on 27<sup>th</sup> day of September, 2016 and by the Litchfield Board of Education on 27<sup>th</sup> day of September, 2016.

## ARTICLE 1 - RECOGNITION CLAUSE

- 1-1 The Litchfield Board of Education recognizes the Litchfield Education Association for purposes of professional negotiation as the exclusive representative as defined in §§10-153b through 10-153g of the Connecticut General Statutes, for the entire group of certified professional employees of the Board, below the rank of Superintendent, in positions requiring a teaching or other certificate, who are not included in the Administrators' Unit or otherwise excluded from the purview of §§10-153a through 10-153g, inclusive. All teachers have full rights to the provisions of this contract.
- 1-2 In accordance with the provisions of Public Act 03-174, employees working in a teaching position solely on the basis of a Durational Shortage Area Permit (DSAP) shall be included in the bargaining unit. Such individuals shall be covered by all terms and conditions of the collective bargaining agreement, except as follows:
- (a) A DSAP holder shall not accrue seniority or length of service for any purpose of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously by the Board as an employee after receiving such certification, with no break in service, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of employment by the Board.
  - (b) 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.
  - (c) DSAP holders shall have no bumping rights or recall rights under this Agreement.

## ARTICLE 2 - PROFESSIONAL NEGOTIATIONS

- 2-1 It is the intent and purpose of the parties hereto that their agreements promote and improve the quality of education in the Town of Litchfield, provide for orderly professional negotiation between the Board and the Association, and secure

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

- 2-2 It is the intent and purpose of the parties hereto that this Agreement contains the full and complete Agreement between the Board and Association on all issues negotiated, and neither party shall be required during the term hereof to negotiate upon any issue, whether it is covered or not covered in this Agreement.
- 2-3 During the term of this contract, additional agreements may be reached on issues which are mutually agreed upon by both parties. Additional agreements will be limited to single topics.

### **ARTICLE 3 - BOARD PREROGATIVES**

- 3-1 All rights, powers, authority and prerogatives of the Board as defined by law shall continue to remain exclusively vested in the Board unless specifically limited by the express provisions of this Agreement.

### **ARTICLE 4 - GRIEVANCE PROCEDURE**

#### **4-1 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.

#### **4-2 Definitions**

- 4-2.1 Teacher shall mean any member of the bargaining unit as defined in Article I.
- 4-2.2 Grievance shall mean a claim based upon alleged violation, misinterpretation or inequitable application of the specific terms of this Agreement or administrative decisions which directly affect the grievant. When the grievance is based on this Agreement, the grievant shall cite the specific term or terms of the Agreement upon which the grievance is based. Grievances that are not based on this Agreement may be processed only through the Board level of the grievance procedure and may not be submitted to arbitration.
- 4-2.3 Litchfield Education Association, hereinafter referred to as the Association, shall mean the fully elected official association representing the teaching staff.
- 4-2.4 Day shall mean Monday through Friday, excluding legal holidays. Either party may, by mutual written agreement, suspend the running of time periods during the summer vacation period once a grievance has been filed.

### **4-3 Time Limit**

- 4-3.1 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.
- 4-3.2 If a teacher does not file a grievance in writing within twenty (20) days after he/she knew, or should have known, of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
- 4-3.3 Failure by the grievant 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.
- 4-3.4 Failure by the Administrator involved to render his/her decision within the specified time limits shall be deemed to be a denial of the grievance submitted.

### **4-4 Informal Procedures**

- 4-4.1 If a teacher feels that he/she may have a grievance, he/she may first discuss the matter with his/her principal or other appropriate administrator in an effort to resolve the matter informally, and shall notify the principal or administrator that the discussion is conducted as part of the grievance procedure.
- 4-4.2 If a teacher is not satisfied with such disposition of the matter, he/she shall have the right to have the Association assist him/her in further efforts to resolve the problem informally with the principal or other appropriate administrator.

### **4-5 Formal Procedures**

#### **4-5.1 Level One - School Principal**

- (a) If the grievant is not satisfied with the outcome of informal procedures, or if he/she has elected not to utilize such procedure, he/she may present his claim as a written grievance to his/her principal or other appropriate administrator, subject to the twenty (20) day limitation.
- (b) The principal or other appropriate administrator shall, within five (5) days after receipt of the written grievance, render his/her decision and the reasons therefor in writing to the grievant, with a copy to the Association.

#### **4-5.2 Level 2 - Superintendent of Schools**

- (a) If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may file his/her written grievance with the association for referral to the Superintendent of Schools.
- (b) The Association shall, within eight (8) days after the decision or thirteen (13) days after formal presentation at Level One, whichever is sooner, refer the

grievance in writing to the Superintendent. Prior to doing so, the Association shall provide an opportunity for the grievant to meet with the appropriate Association committee to review the grievance.

- (c) The Superintendent shall, within five (5) days after receipt of the referral, meet with the grievant and with representatives of the Association for the purpose of resolving the grievance.
- (d) The Superintendent shall, within five (5) days after the hearing, render his/her decision and the other reasons therefor in writing to the aggrieved teacher, with a copy to the Association.

#### 4-5.3 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 again file the grievance with the Association for appeal to the Board of Education.
- (b) The Association shall, within six (6) days after the decision, or nine (9) days after the hearing at Level Two, whichever is earlier, file an appeal to the Board of Education.
- (c) The Board of Education shall, at its next regularly scheduled meeting following receipt of the appeal, (but not less than seven (7) days from receipt of the appeal unless by mutual agreement), meet with the grievant and with representatives of the Association for the purpose of resolving the grievance. Either party may tape record the grievance hearing at that party's own expense.
- (d) The Board shall, within seven (7) days after such meeting, render its decision and the reasons therefor in writing to the grievant with a copy to the Association.

#### 4-5.4 Level Four - Arbitration

- (a) If the grievant is not satisfied with the disposition of his/her grievance at Level Three, he/she may, within ten (10) days of the Board's decision, 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 an experienced and impartial person of recognized competence. If the parties have not agreed upon a single arbitrator within five (5) days, the Association shall submit the grievance to the American Dispute Resolution Center (ADRC) within the next five (5) days for processing in accordance with the ADRC rules concerning labor arbitration.

- (d) The arbitrator shall promptly confer with representatives of the Board and the Association, shall review the record of prior hearings, and shall hold such hearings with the grievant and other parties in interest as they shall deem requisite. The arbitrator may hear only one grievance at the time and shall be bound by and must comply with all terms of this Agreement. The arbitrator shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement.
- (e) The arbitrator shall, within thirty (30) days after the close of the hearing, render an arbitration award in writing to all parties in interest, setting forth the arbitrator's findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding on all matters except as otherwise provided by law.
- (f) The parties shall share equally the fee of the arbitrator and all other costs and expenses incidental to the hearing, provided that each party shall pay the costs of its own representative(s).

**4-6 *Rights of Teachers to Representation***

- 4-6.1 No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.
- 4-6.2 Any party in interest may be represented by the Association at any level of the grievance procedure. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure.

**ARTICLE 5 - PERSONNEL PRACTICES**

**5-1 *Sick Leave Allowance***

Teachers will be credited with fifteen (15) days of sick leave each school year. Full sick leave benefits will be credited from the beginning of the school year. Regular part-time employees will receive proportionate benefits. Unused sick leave may accumulate to a total of 180 days unless increased by law.

- 5-1.1 The Board reserves the right to require a physical examination by a physician of the Board's choice at the Board's expense.
- 5-1.2 A physician's medical verification of illness / inability to work, may be required of teachers for any prolonged absences of five (5) or more consecutive working days. Additional physician verification of prolonged illness and inability to work may be required periodically as determined necessary by the Superintendent.
- 5-1.3 At the beginning of each school year, each faculty member will be given a written account of accumulated sick days.

- 5-1.4 For all teachers whose work is governed by the school calendar, a day's full pay for the purpose of deduction shall be the annual salary divided by 185 work days.
- 5-1.5 Full-time teachers will be allowed up to two (2) days per year without loss of pay for illness in the immediate family, defined as spouse, mother, father, children and relatives living in the home, which requires the teacher's presence in the home. Such leave will be granted at full pay, will not be deducted from accrued sick leave, and is non-cumulative.
- 5-1.6 Teachers employed on a part time contractual basis (less than 1.0 FTE) will be allowed a pro-rated number of leave days for illness in the immediate family under the same conditions indicated above.

## **5-2 Personal Leave**

- 5-2.1 Full-time teachers will be allowed two (2) days Personal Leave. Such leave will be granted at full pay, will not be deducted from accrued sick leave, and is non-cumulative. Such employees shall notify the Superintendent of Schools, in writing, of their intention to take personal leave five (5) school days in advance, except in an emergency. The Superintendent shall respond to the request within three (3) school days following receipt of the written request.

Teachers employed on a part time contractual basis (less than 1.0 FTE) will be allowed a pro-rated number of Personal Leave under the same conditions indicated above.

Leave may be taken only for one of the following reasons:

- (a) Serious illness or death of someone other than the immediate family.
- (b) Legal or business transactions which cannot be completed at times other than regular school hours.
- (c) Graduation from college or secondary school by individual teacher, spouse, son or daughter.
- (d) Illness in the immediate family.
- (e) Marriage in the immediate family.

In order to request personal leave, teachers will be required to identify the applicable leave category from those set forth above, on a form to be developed by the Administration in consultation with the Association.

Other sufficient reasons may be approved by the building principal and the Superintendent of Schools.

- 5-2.3 Personal leave will not be granted on the school days immediately preceding or following a school vacation or holiday. The building principal and Superintendent will be allowed to grant exceptions.

5-2.4 Violation of the provisions of Sections 5-1.4 or 5-2 will result in the loss of pay for those days involved.

**5-3 Bereavement Leave**

5-3.1 Three (3) days of leave will be allowed at the time of death for a staff member's brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, spouse's grandparent or grandchild, or any relative residing permanently in the staff member's household. Five (5) days of leave will be allowed at time of death for a staff member's spouse, child or parent. Such leave will not be deducted from the accumulative sick leave of the staff member. One (1) day of bereavement leave will be allowed at the time of the death of a spouse of any relative listed in this section. Staff members will be required to complete a form identifying the relationship of the deceased to the staff member.

5-3.2 If additional time is needed, two (2) days may be deducted from the teacher's sick leave at the teacher's request.

**5-4 Additional Leave**

5-4.1 Since there may be good and sufficient reason requiring the absence of a teacher from school, the Board reserves the right to grant additional leave at its discretion.

**5-5 Religious Holidays**

A maximum of three (3) days without loss of pay or other leave benefit will be allowed those who are unable to accommodate their religious obligations to the school calendar.

**5-6 Jury Duty**

5-6.1 Any teacher who is called to jury duty shall notify the building principal immediately upon receipt of notice. In the event the teacher fulfills jury duty, he or she shall receive his/her daily rate of pay less the amount the teacher received as a jury fee.

**5-7 Sabbatical Leave**

5-7.1 Sabbatical Leave may be granted under the following conditions:

- (a) Two teachers may be granted Sabbatical Leave each year.
- (b) Any teacher who holds a Connecticut Professional Educator Teaching Certificate and has five years' continuing service in the Litchfield Public School System is eligible for Sabbatical Leave.
- (c) The teacher granted Sabbatical Leave will be reimbursed at half pay for a full year; the total of Sabbatical Leave pay and any grant given by an outside agency is not to exceed the teacher's full pay.

- (d) Requests for Sabbatical Leave must be received in writing by the Superintendent not later than March 1 of the year preceding the school year in which the Sabbatical Leave is requested.
- (e) Prior to commencement of Sabbatical Leave, the teacher will sign an agreement to return to the Litchfield School System for two years of teacher service immediately following Sabbatical Leave, or in the alternative, will repay the Board of Education the full amount of Sabbatical Leave payments received plus ten percent (10%) interest within ninety (90) days upon failure to comply with the future service agreement. In cases of exceptional hardship, the Board may release the teacher from the obligation to pay all or part of the Sabbatical Leave payments upon his or her failure to comply with the future service requirements.
- (f) All leave recipients are required to pursue educational travel, research, or attend a fully accredited graduate school pursuing curriculum within a subject matter area that will contribute to their classroom teaching upon their return.
- (g) The teacher, upon return, will receive credit on the pay scale for the year in which the Sabbatical is taken and will be considered for a position for which they became qualified during the Sabbatical.
- (h) The Selection Committee shall consist of the Personnel Committee of the Board of Education and the Superintendent of Schools.

**5-8 *Parenthood Leave***

**5-8.1 Pregnancy Disability Leave**

- (a) The Board and the Association recognize that teachers are entitled to leaves for pregnancy-related disabilities in accordance with Section 46a-60(a)(7) of the Connecticut General Statutes, as amended.
- (b) Accumulated Sick Leave shall be available for use during periods of such disability. Leave days will be charged only for those days during which teachers are required to be in school.
- (c) Unpaid disability leave beyond any accumulated Sick Leave shall be available for such reasonable further period of time as a female employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto.
- (d) Policies involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, protection under health and 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.
- (e) Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.

## 5-8.2 Pregnancy and Childrearing

- (a) Any teacher making proper application will be granted leave for maternity-related disability as required by law. Such leave shall begin when her doctor certifies, in writing, that in his opinion she is no longer physically able to work, or upon confinement, whichever is sooner. Such leave shall expire when her doctor certifies, in writing, that in his/her opinion she is physically able to return to work. Such certification from the doctor must be forwarded to the Superintendent of Schools. During such disability leave, the teacher shall be entitled to use up any accumulated sick Leave. The Board may require certification of disability at any time and may require, at the Board's expense, the teacher to be examined by the School Medical Advisor.
- (b) Whenever possible and when in the best interest of the school system, the teacher, upon expiration of leave in Section (b) above, shall be reinstated to the position she held immediately prior to the commencement of the leave.
- (c) If any teacher desires an extended leave of absence for childrearing purposes (beyond any period of disability), the teacher shall request such leave in writing to the Superintendent of Schools within two (2) weeks of the date of birth. Any teacher who has firm plans to adopt a child or become a foster parent in the near future, and who desires leave of absence for childrearing purposes, shall make written request to the Superintendent of Schools for leave as soon as possible and in no event less than thirty (30) days prior to commencement. Extended leave, if granted, shall be without pay. If a teacher's extended leave begins on the first day of the work year, the teachers' leave shall continue either until the end of that school year or until the beginning of the second semester of that school year (as approved by the Board). If a teacher's extended leave begins after the school year has started, the teacher's leave shall continue through the remainder of that school year or through the end of the next full school year (as approved by the Board), unless the Superintendent of Schools and the Association agree to an earlier return date based on the educational interests of students. The teacher may continue fringe benefits during the extended leave at his/her own expense, except as provided otherwise by any applicable statute regarding family and medical leave.
- (d) Upon expiration of childrearing leave, the teacher shall be reinstated in any vacant position for which he or she is certified and qualified.
- (e) If the teacher fails to return from leave in accordance with the provisions of this Article, his/her failure shall constitute a resignation from employment.

## **5-9 Board Policy**

- 5-9.1 Board Policy, additions and/or changes, will be forwarded to the Association upon adoption.

**5-10    *Layoff and Recall Provision***

Layoff and recall shall be in accordance with the procedure in Appendix C of this document.

**ARTICLE 6 - WORKING CONDITIONS**

**6-1        *Just Cause***

6-1.1    No teacher shall receive a written disciplinary warning or be suspended without pay for disciplinary reasons without just cause. Since all matters involving teacher terminations and non-renewals are exclusively resolved under the tenure law, this language shall not apply to terminations and non-renewals. Discipline for purposes of this just cause article shall be defined only as either a written warning or a suspension, and all other types of discipline shall not be subject to this article.

**6-2        *Placement and Promotion***

6-2.1    Whenever a vacancy occurs or a new position is created, including extra-compensatory / duty assignments, it will be adequately publicized as soon as possible. Notice of such vacancy will be forwarded to each school administrator to be posted in the Teachers' Room. Notice of the vacancy will also be mailed to the Association's President and posted on the district internet website.

6-2.2    A designated representative of the Litchfield Education Association shall, on request, be furnished with information as to the placement on the salary schedule of any new hire.

**6-3        *Teacher Transfers***

6-3.1    When a reduction in the number of teachers on a grade level or in a major field of study in a school is necessary, volunteers for transfer will be sought among the staff affected by the reduction and knowledge of existing or anticipated vacancies in the system is to be shared immediately with them.

6-3.2    Teachers being transferred will be transferred only to a position which is comparable in compensation. Any teacher who is transferred will be notified in writing of the reasons for the transfer by the Superintendent or his designee as soon as possible.

6-3.3    A teacher administratively transferred due to a projected change in enrollment will have the first option for any vacancy for which he/she is qualified that occurs in the school from which he/she was transferred if the vacancy occurs prior to August 1 of the same year.

**6-4        *Staff Schedule Assignment***

6-4.1    Teachers being rehired for the following year will be notified in writing of any first semester assignment changes prior to June 30, and will be notified of any second

semester changes prior to January 15. Any changes made after such dates will be made only in the event of emergencies or unforeseen events.

**6-5 Salary Agreements**

6-5.1 The Board will issue the following: Teachers' Annual Salary Agreement. A copy of the above shall be included in Appendix E.

**6-6 Placement on Salary Schedule**

6-6.1 Placement on the salary schedule shall be determined by the degree/s and graduate credits earned by each teacher upon employment or completion of additional graduate study. The teacher must present evidence (college transcript) of meeting one of the following listed requirements:

- (a) Level BA - Bachelor's degree
- (b) Level MA - Master's degree
- (c) Level MA+15 – Master's degree plus 15 graduate credits in an approved program of studies.
- (d) Level MA+30 - Sixth Year Professional or Certificate of Advanced Study degree, Master's degree plus thirty (30) additional graduate hours in a planned program approved in advance by the Superintendent, or a specialized Master's degree requiring sixty (60) credits or more.
- (e) Teachers on the MA+30 Schedule as of August 31, 1982, shall remain on that schedule.

6-6.2. All undergraduate and graduate degrees and credits must be earned through an accredited college or university

**6-7 Graduate Credits**

6-7.1 All graduate credits earned at or through accredited colleges or universities will be accepted for salary schedule placement purposes so long as they pertain to: (a) the subject/s taught, (b) the students being taught, or (c) the learning process.

6-7.2 Teachers who anticipate a degree change in the following school year must notify the Superintendent or the Superintendent's designee of the anticipated change no later than February 1 in order for the degree change to take effect in the following school year. Failure to comply with the February 1 notification date will cause the implementation of the degree change to be delayed for one full school year.

6-7.3 In addition to the notification requirement set forth above, teachers must submit transcripts or other satisfactory evidence of course completion to the

Superintendent or the Superintendent's designee in accordance with the following schedule in order for such degree changes to take effect on the following dates:

<u>Date of Completion</u>	<u>Date Changes Will Become Effective</u>
August 31	First payroll occurring after September 1*
January 31	First payroll occurring after February 1*

\* Pay adjustment may be retroactive if documentation is not available for submission prior to the payroll period indicated herein.

**6-8 Curriculum Development and Revision**

6-8.1 System-wide curriculum development and/or revision, including regular curriculum revisions across grades pre-K-12, or in response to unanticipated mandates, which require scheduled work periods outside of the normal school day or school year, shall be compensated at the rate of \$40.00 per hour.

**6-9 Length of Work Year / Work Day**

6-9.1 The salaries in this Agreement shall be based on a work year of 185 days. At least four days of each work year shall be designated as staff development days.

6-9.2 Subject to the parties' rights under Section 6-9.3, teachers in all schools will have a work day of equal length defined as seven hours and twenty minutes.

6-9.3 The Board and the Association shall maintain their respective rights under the Teacher Negotiations Act and any other applicable law with regard to changes in the school day, work day, school year and work year.

6-9.4 The following conditions apply to High/Middle School teachers:

1. High/Middle school teachers will have one duty-free preparation period per day.
2. High/Middle school teachers will have thirty minutes of duty-free lunch each day.
3. High/Middle school teachers will teach five courses in five periods per "day" whether that be a calendar "day" or rotating schedule "day."
4. The Administration shall have the right to assign teachers a sixth assignment in working directly with students (but not involving the teaching of a sixth class) with no additional compensation. The following examples are illustrative of such assignments, but are not exhaustive: academic content labs; independent study; advisor/advisee programs; supervision of on-line course work; SRBI; and similar programs involving working directly with students.

5. High/Middle school teachers may, at the request of the administration, voluntarily agree to teach an additional (sixth) class during their duty period. A teacher teaching such a sixth class will receive an additional stipend as set forth in Appendix A, Category D, except that a teacher teaching a sixth class voluntarily due to over-enrollment will not receive such additional compensation.
  6. High/Middle school teachers may be assigned other duties and responsibilities by the school administration within the teacher work day.
- 6-9.5 Each elementary classroom teacher shall have five (5) preparation periods each week, minimum duration of 25 minutes, in addition to lunch. These preparation periods will be scheduled on five (5) different days when possible. Preparation time shall mean time free from all student instruction and supervision within the scheduled school day.
- 6-10 Non-Instructional Duties**
- 6-10.1 Teachers, K-3, shall have no more than one regularly scheduled duty (Dining Hall or Recess) per week.

## ARTICLE 7 – SALARY, INSURANCE, AND FRINGE BENEFITS

### **7-1 Salary**

- 7-1.1 The salaries of all certified professional employees below the rank of administrator shall be in accordance with the salary schedules and other provisions as set forth in Appendix A of this document.
- 7-1.2 Salary checks will be issued through direct deposit on a bi-weekly basis.

### **7-2 Insurance - See Appendix B of This Document**

- 7-2.1 The Board of Education shall contribute to the payment of insurance premiums for part-time employees of .5 FTE (full time equivalent) and greater on the same fractional basis as is used in determining the member's salary. For example, if the Board provides 85% of the cost of health and dental insurance for a full time employee, it will provide 42.5% of the cost of this coverage for a .5 employee, 51% for a .6 FTE employee, 68% for a .8 FTE employee, etc. The part time teacher's premium cost share (pcs) will be the balance of the cost of insurance coverage not paid by the Board. Teachers employed at less than .5 FTE will not be entitled to health benefits.

### **7-3 Longevity**

- 7-3.1 After fifteen (15) years of continuous employment in the Litchfield Public Schools, teachers hired prior to July 1, 2011 shall receive one percent (1%) above his/her stated annual salary as a longevity step in addition to the base salary indicated on

the salary schedule in Appendix A of this Agreement. Teachers hired on or after July 1, 2011 will not be eligible for the 15-year longevity benefit.

After twenty-five (25) years of continuous employment as a public school teacher, of which at least ten (10) years have been in the Litchfield Public School district, the longevity step shall increase to two percent (2%) of the teacher's stated annual salary.

#### **7-4 Tutoring**

- 7-4.1 Teachers covered by this Agreement who teach summer school for the system, or who tutor for the system, will be compensated at the rate of \$40.00 per hour for each hour of assigned tutoring. This rate includes travel to and from all tutoring assignments as well as preparation time. There is no additional payment for mileage or lesson preparation.

#### **7-5 Mileage Reimbursement**

- 7-5.1 Teachers, who travel on official school business in the performance of their jobs as directed and approved by their supervisor and who use their personal vehicles, will be reimbursed according to the published IRS rate. This does not include voluntary attendance at seminars, conferences, meetings, and other professional development activities off school grounds for which the teacher has obtained permission to participate.

#### **7-6 Guidance Personnel and other Teacher / Specialists**

- 7-6.1 The Board may employ Guidance personnel and other teacher / specialists to work additional days beyond June 30. The Board will compensate for such work prorated in accordance with the individual's salary.

#### **7-7 Professional Advancement and Development**

- 7-7.1 Teachers shall be reimbursed for satisfactory course completion at a rate of \$400 per semester hour credit. The maximum sum of twenty thousand dollars (\$20,000) shall be appropriated for the district for professional advancement and development in any one calendar year.

1. These monies may be used at the discretion of the Superintendent for professional and curricular development.

In those instances when the monies are to be allocated pursuant to a request from a teacher, the following rules apply:

2. Teachers who are on the Masters Schedule or higher are eligible to apply for reimbursement for courses taken.
3. Courses shall be approved in advance by the Superintendent upon written application. The Superintendent, in deciding whether or not to approve the request, will consider:

- a. The degree to which the teacher's professional competency will be improved, and
  - b. the benefit to the Litchfield Public Schools.
4. Applications must be submitted within thirty (30) days of the registration period for each semester. Reimbursement will be on a semester-by-semester basis.
  5. Payment shall be made upon presentation to the Superintendent of an official transcript indicating satisfactory (passing) course completion.
  6. Restrictions on reimbursement are as follows:
    - a. Teachers shall be limited to two (2) courses or six (6) credits in any one school year unless otherwise approved by the Superintendent in advance.
    - b. Teachers on Sabbatical Leave or teachers who qualify for and receive other forms of tuition shall not be eligible for course reimbursement.

7-7.2 At the discretion of the Superintendent of Schools, teachers may be released from instructional duties to attend in-service workshops of two hours, or longer, duration.

**7-8 Payroll Deductions**

7-8.1 Teachers have the following options available for receiving pay which must be exercised prior to first paycheck and changed only on an annual basis:

- (a) Twenty-two (22) checks plus balloon check in June.
- (b) Twenty-two (22) checks with even amounts - no balloon.

In addition to those payroll deductions required by law, the following agencies are eligible for payroll deductions:

- (a) Tax Sheltered Annuities - 403(b) & 457(b)
- (b) Torrington Teachers' Credit Union
- (c) Local, CEA and NEA Dues
- (d) Representation or Service Fees
- (e) Insurance Premiums

7-8.2 All requests for deductions must be in writing on approved authorization forms and submitted by October 1 of each school year; however, changes in the amount of the deduction may be made throughout the school year

7-8.3 Teachers hired after the October 1 date will have one month to request authorized payroll deductions.

7-8.4 Dues Deductions

- (a) All teachers employed by the Board shall, as a condition of employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of the Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustments and procedures.
- (b) The Board agrees to deduct from the salary of each teacher an amount equal to the Association's membership dues or service fee by means of payroll deductions. The amount of the service fee shall be certified by the Association to the Board prior to January first of each school year. The amount of membership dues shall be certified by the Association to the Board prior to the opening of school each year. Association service fee shall be deducted in equal installments from and including the first paycheck in January through and including the last paycheck in June. Association membership dues shall be deducted in accord with current practice.
- (c) The balance of the annual dues shall be deducted from the final paycheck of any employee resigning his position, receiving a leave of absence or terminating his/her employment after the opening of school.
- (d) Those teachers whose employment commences after the start of the school year shall pay a pro-rated amount equal to a percentage of the remaining year.
- (e) The Association agrees to indemnify and to hold the Board harmless against any and all claims, demands, suits or other forms of liability, including attorneys' fees (with counsel to be selected by mutual agreement between the Board and the Association), that may arise out of, or by reason of any action taken by the Board and its agents for the purpose of complying with the provisions of Section 7-9.

**ARTICLE 8 - DURATION**

8-1 The Board of Education shall assume responsibility for the printing of the contract.

8-2 The provisions of this Agreement shall be effective as of July 1, 2017, and shall continue and remain in full force and effect to and including June 30, 2020.

## APPENDIX A

### LITCHFIELD PUBLIC SCHOOLS Litchfield, Connecticut

#### SALARY SCHEDULES

<u>STEP</u>	<b>2017-2018</b>			
	<u>BA</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	47,244	50,618	51,925	53,285
2	48,767	52,360	53,558	54,863
3	50,238	54,047	55,190	56,442
4	51,761	55,735	56,823	58,184
5	53,449	57,476	58,674	60,089
6	55,190	59,164	60,578	61,994
7	56,878	61,068	62,484	63,898
8	58,565	63,463	65,205	66,621
9	60,307	66,348	68,361	69,668
10	62,158	69,504	71,845	73,696
11	66,783	73,967	76,526	78,322
12	71,138	78,758	81,153	82,786
13	73,423	83,710	86,486	88,936

<u>STEP</u>	<b>2018-2019</b>			
	<u>BA</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	47,835	51,251	52,574	53,951
2	49,377	53,014	54,227	55,549
3	50,866	54,722	55,880	57,147
4	52,408	56,432	57,533	58,911
5	54,117	58,194	59,407	60,840
6	55,880	59,903	61,336	62,769
7	57,589	61,832	63,265	64,697
8	59,297	64,256	66,020	67,453
9	61,061	67,177	69,216	70,539
10	62,935	70,373	72,743	74,617
11	67,618	74,892	77,483	79,301
12	72,027	79,742	82,167	83,821
13	74,341	84,757	87,567	90,048

**APPENDIX A**

(Continued)

<u>STEP</u>	<u>BA</u>	<b>2019-2020</b>		
		<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	48,552	52,019	53,362	54,761
2	50,118	53,810	55,041	56,382
3	51,629	55,543	56,718	58,004
4	53,194	57,278	58,396	59,795
5	54,929	59,067	60,298	61,753
6	56,718	60,802	62,256	63,710
7	58,453	62,759	64,214	65,668
8	60,186	65,220	67,010	68,465
9	61,977	68,185	70,254	71,597
10	63,879	71,429	73,834	75,736
11	68,632	76,015	78,645	80,490
12	73,107	80,939	83,400	85,078
13	75,456	86,028	88,881	91,398

**EXTRA DUTY/EXTRA PAY**

1. EXTRA DUTY ASSIGNMENTS WILL BE PAID IN ACCORDANCE WITH THE FOLLOWING PAY SCHEDULE AND CLASSIFICATION PLAN:

<b>CATEGORY</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>
A	6526	6607	6690
B	5438	5506	5575
C	4349	4403	4458
D	2719	2753	2787
E	1359	1376	1393
F	1087	1101	1115

**EXTRA DUTY PAY SCHEDULE CATEGORIES**

- CATEGORY A** Athletic Director/Coordinator
- CATEGORY B** Department Chair
- CATEGORY C** Instructional Area Coordinator  
Lead Teacher (administrative designee – no teacher evaluations)  
Varsity Coach - all sports  
Varsity Basketball and Swimming \$750.00 additional  
Drama Director  
Cheerleading Coach (HS)
- CATEGORY D** Assistant Athletic Director/Coordinator  
Team Leader  
Yearbook Advisor 7-12 (when assigned as 6<sup>th</sup> full year class teaching assignment – in lieu of stipend)  
Junior Varsity Coach  
Freshman Coach  
Middle School Coach  
Music Advisor (HS)  
Band Advisor (HS)  
Student Council Advisor (HS)  
Drama Producer  
Drama Music Director  
Teach an additional semester (half year) course\*
- CATEGORY E** Assistant Coach (middle / high school – all sports)  
Class Advisor (HS)  
School to Career Coordinator  
Chemical Hygiene Officer  
Video Broadcast Coordinator
- CATEGORY F** High School Team Advisor  
4-6 or 7-8 Student Council Advisor  
Mentor  
Club or Team Advisor  
*(For example: Newspaper, TSA, FBLA, AFS, Debate, Robotics, Envirothon, Music activity, National Honor Society, Close-Up, Etc.)*

NOTE: If the same person coaches two teams during the same CIAC-sanctioned season, he/she will receive 1.5 times the lesser stipend.

NOTE: Each mentor shall be paid one stipend per mentor/mentee match, subject to a maximum payment of two total stipends, even if the mentor has more than two mentees.

**2. PROCEDURES RELATED TO EXTRA DUTY ASSIGNMENTS, EXTRA PAY SCHEDULE AND THE CLASSIFICATION REVIEW COMMITTEE**

- a. Extra Duty Assignments are for one school year only. Extra Duty Assignments (actual or anticipated) will be posted annually on the school website by May 15<sup>th</sup> of each year for the following school year. Extra Duty Assignments do not necessarily require certification and may be assigned to individuals who are not teachers or staff members. However, in circumstances where the qualifications and experience of applicants are equal, members of the LEA will be given priority in these assignments.
- b. If an individual or group of individual's wishes to start a school club, an activity or an athletic team, such individual or group must first receive the approval of the respective building principal. The proposed activity will be brought before the Classification Review Committee for proper placement in one of the categories on the Extra Duty/Extra Pay Schedule contained within this Agreement.

The Classification Review Committee shall consist of the Superintendent, building principals or designee, and one Litchfield Education Association member from each building appointed by the Litchfield Education Association President.

The report of the Classification Review Committee, together with a recommendation of the Superintendent of Schools, will be forwarded to the Board of Education for action.

- c. The Board of Education reserves the right to eliminate or not fill any assignment on the schedule. The Board also reserves the right to determine the number of assignments to be filled each year. Appointments are for one school year or season and will be made annually for each school year.

## APPENDIX B

### SECTION 7-2: INSURANCE

1. The Board of Education shall provide a High Deductible Plan with Health Saving Account as described in the plan description in this appendix.

The Board will deposit 50% of the deductible (for example: \$750 for individual - assuming a \$1,500 deductible, and \$1,500 for couple or family coverage - assuming a \$3,000 deductible) to a HSA (Health Savings Account) established by the Board for the purpose of implementing this insurance coverage option. Deposits will be made in the first pay cycle of September.

If an employee is precluded from participating in the H.S.A. because he or she does not meet the minimum requirements of federal tax laws and/or regulations, the Board shall provide the employee with access to a Health Reimbursement Account ("HRA"). The Board's annual contribution to the HRA shall not exceed its annual contribution to the H.S.A, based on the employee's coverage level.

The Board of Education shall have no obligation to fund any portion of the HSA deductible for the High Deductible Health Plan for retirees or other individuals upon their separation from employment.

Dental Insurance Plan: 100% Preventative; 80% Routine; 50% Major. \$1,500 cap per person, per year.

2. In addition to the Health and Dental Insurance indicated above the Board will also provide full time and part time employees (.5 FTE or greater) the following insurance plans with no employee premium cost share.
  - a. Long Term Disability Insurance Plan: 60% of salary with \$5,000 per month cap.  
*Note: Must work a minimum of 30 hours per week to be eligible for this benefit.*
  - b. Life Insurance Plan: \$50,000 Life and \$50,000 AD&D.
3. Eligible employees who voluntarily waive health and dental insurance coverage shall be paid \$2,000 per year.
4. Full time (1.0 FTE) employees will share the costs of health insurance premiums at the following percentages of the total cost to the Board of coverage option they elect.

YEARS	1.0 FTE	
	Teacher	Board
2017-2020	13.0 %	87.0%

Part time employees from .5 FTE to .9 FTE will share the costs of health and dental insurance premiums on a pro-rated basis as indicated in the examples herein:

YEARS	.5 FTE		.9 FTE	
	Teacher	Board	Teacher	Board
2017-2020	56.5%	43.5%	30.4%	69.6%

Deductions for insurance premium cost share will be made over a period of twenty (20) paychecks similar to all other deduction schedules. The deductions are to be paid to the Board of Education on a non-taxable basis under Section 125.

5. The Board may change or substitute insurance carriers or managed care organizations for the above-referenced health benefit program as long as the level of benefits is substantially equivalent to or better than the existing program. The "substantially equivalent to or better than" standard shall be applied on a program-wide analysis, including the network, and shall not be benefit specific.
6. In accordance with the conditions specified in this agreement, insurance benefits are available to each eligible teacher, the teacher's spouse or civil union partner and the teacher's eligible dependent child(ren).
7. The Patient Protection and Affordable Care Act ("PPACA"; Public Law 1111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2020. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect in the 2017-2020 contract year triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will reopen Article 7-2 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
8. Insurance Plan Description

**BENEFIT PLAN COST SHARE PROVISIONS**

Plan Year Beginning July 1, 2014

**Costshares**

All services, except routine preventive care office visits, are subject to deductible

\$1,500 Individual / \$3,000 Family deductible\*

100% In-Network Coinsurance / 80% Out-of-Network

\$3,000 Individual / \$6,000 Aggregate Family Out-of-Pocket Maximum

\*adjusted as per federal requirements

## Preventive Care

<b>Pediatric</b>	Not subject to deductible Covered according to age-based schedule: 6 exams per calendar year – Birth to 1 year 6 exams per calendar year – 1 to 5 years 1 exam every two calendar years – 6 to 10 years 1 exam per calendar year – 11 to 21 years
<b>Adult</b>	Not subject to deductible Covered according to age-based schedule: 1 exam every five calendar years – 22 to 29 years 1 exam every three calendar years – 30 to 39 years 1 exam every two calendar years – 40 to 49 years 1 exam per calendar year – 50+ years
<b>Vision</b>	Covered bi-annually Not subject to deductible (includes refraction)
<b>Hearing</b>	Not subject to deductible
<b>Gynecological</b>	1 exam per calendar year Not subject to deductible

## Medical Services

<b>Medical Office Visit</b>	Subject to deductible
<b>Outpatient PT/OT/Chiro</b>	Subject to deductible Covered up to 50 combined treatments per member per calendar year
<b>Allergy Services</b>	Subject to deductible No copay for injections 80 treatments in 3 years
<b>Diagnostic Lab &amp; X-Ray</b>	Subject to deductible
<b>Inpatient Medical Services</b>	Subject to deductible
<b>Surgery Fees</b>	Subject to deductible
<b>Office Surgery</b>	Subject to deductible
<b>Outpatient MH/SA</b>	Subject to deductible See list below all other diagnosis 50% MAA 40 visit maximum

<b>Emergency Room</b>	Subject to deductible
<b>Urgent Care</b>	Subject to deductible Participating facilities at designated times only. Not covered Out-of-Network
<b>Ambulance</b>	Subject to deductible Covered unlimited per trip – land unlimited

### **Inpatient Hospital**

<b>General/Medical/ Surgical/Maternity (Semi-private)</b>	Subject to deductible
<b>Ancillary Services (Medication, Supplies)</b>	Subject to deductible
<b>Psychiatric</b>	Subject to deductible Unlimited coverage for biologically based diagnosis' All other diagnosis – 60 day maximum
<b>Substance Abuse/ Detox</b>	Subject to deductible Unlimited coverage for biologically based diagnosis' All other diagnosis – 45 day maximum
<b>Rehabilitative</b>	Covered up to 60 days per calendar year Subject to deductible
<b>Skilled Nursing Facility</b>	Covered up to 120 days per calendar year Subject to deductible
<b>Hospice</b>	Covered up to 60 days Subject to deductible

### **Outpatient Hospital**

<b>Outpatient Surgery Facility Charges</b>	Subject to deductible
<b>Diagnostic Lab and X-Ray</b>	Subject to deductible
<b>Pre-Admission Testing</b>	Subject to deductible

### **Other Services**

<b>Durable Medical Equipment</b>	Subject to deductible
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<b>Prosthetics</b>	Subject to deductible
<b>Home Health Care</b>	200 visits per calendar year Subject to deductible
<b>Prescription Drugs</b>	Subject to deductible

## **APPENDIX C**

### **BOARD OF EDUCATION POLICY ON CONTRACT TERMINATION** **AND RECALL PROCEDURES UPON ELIMINATION OF** **PROFESSIONAL STAFF POSITIONS**

#### ***I. GENERAL STATEMENT OF POLICY***

It is recognized that under Sections 10-220 and 10-4a of the Connecticut General Statutes, the Board of Education has the responsibility to maintain good public elementary and secondary schools and to implement the educational interests of the State. However, recognizing also that it may become necessary to eliminate professional staff positions in certain circumstances, this policy is adopted to provide a fair and orderly process should such eliminations become necessary.

#### ***II. REASONS FOR ELIMINATION OF PROFESSIONAL STAFF POSITIONS***

It is recognized that the Board of Education has the sole and exclusive prerogative to eliminate professional staff positions, consistent with the provisions of the State Statute, providing such elimination does not result in a failure in its duty as a State agency to implement the educational interests of the State and to provide good public elementary and secondary schools. Elimination of professional staff positions may result from decreases in student enrollment, changes in curriculum, severe financial conditions, or other circumstances as determined by the Board of Education.

#### ***III. DEFINITIONS***

- A. As used herein, the term "days" shall mean calendar days.
- B. As used herein, the term "teacher" shall apply to any employee of the Board of Education who holds a regular certificate issued by the Connecticut State Board of Education and is employed in a teaching position.
- C. As used herein, the term "termination" shall apply to any employee of the Board of Education whose individual contract of employment with the Board of Education is severed completely or whose individual contract of employment with the Board is reduced below the full-time equivalent status at which he/she is currently employed.

#### ***IV. PROCEDURE***

- A. The Board of Education may, in the first instance, exercise its right and power to reduce the number of staff positions without determining which teacher contracts will be terminated, if any, or what other staffing changes will be made to effectuate the purpose of position elimination.

B. Prior to commencing action to terminate teacher contracts under this procedure, the Board of Education will give due consideration to its ability to effectuate position eliminations and/or reduction in staff by:

1. Voluntary retirements;
2. Voluntary resignations;
3. Transfer of existing staff members;
4. Voluntary leaves of absence.

C. In the event that it appears necessary to terminate teacher contracts in order to effectuate the elimination of professional staff positions, the Superintendent will propose to the Board, for its consideration, an orderly plan for elimination of positions, identifying professional personnel whose contracts he recommends for termination. If the Board of Education considers termination of the contract of a teacher, it shall authorize the Superintendent to notify the teacher, in writing, that termination of his or her contract is under consideration or, where appropriate, that his or her contract will not be renewed for the coming school year. Such notification, and any subsequent proceedings with regard to contract termination, will be in accordance with the provisions set forth in the Connecticut Fair Dismissal Law (§10-151 of the Connecticut General Statutes).

D. The following criteria will be used to select those teachers whose contracts are to be considered for termination as a consequence of elimination of professional staff positions.

1. Non-Tenured Teachers

If a teacher has not attained tenure status, his/her contract of employment may be terminated if his/her position is eliminated unless a vacant position exists within the same category of experience (as defined below) for which the teacher is both certified and qualified.

In cases where two or more affected non-tenured teachers have equal certification and qualifications, within the school levels outlined above, the criteria of total years of experience in the Litchfield School System, total years of teaching experience, and degree status will be considered in that order.

Appointment to an Extra Duty/Extra Pay position shall in no way affect the seniority of the teacher for the purposes of Appendix C.

2. Tenured Teachers

If a teacher has attained tenure status, his/her contract of employment may be terminated if his/her position is eliminated, but only if there is no other position available in the school system for which the teacher is certified and qualified. Therefore, teachers who have acquired tenure will have first preference for retention in positions for which they are certified and qualified. This shall include first preference with regard to positions that are held by non-tenured teachers, in addition to positions which are open and available.

3. For purposes of this procedure, a teacher is deemed "qualified" only if he or she has previously and successfully taught in the Litchfield school system in a category of experience listed herein, is certified, and meets applicable state and federal requirements.

The categories of experience shall be as follows:

- (a) Elementary – Pre-Kindergarten through eighth grade;
  - (b) Secondary – Seventh through twelfth grade - within the department in which the less senior teacher holds a teaching position;
  - (c) Positions requiring "specialist" certification;
4. In the event that two or more tenured teachers are certified and qualified, as defined in Paragraph 3 hereof, preference shall be given to the most senior certified and qualified teacher. For purposes of this section, "seniority" shall be defined as the length of continuous teaching experience within the Litchfield Public School System, (excluding authorized leaves of six months or more).

Appointment to an Extra Duty/Extra Pay position shall in no way affect the seniority of the teacher for the purposes of Appendix C.

#### ***V. POLICY PROVISIONS NOT APPLICABLE TO PROMOTIONS***

Nothing herein shall require the promotion of a teacher to a position of higher rank, authority or compensation, even though the teacher whose contract is to be terminated because of elimination of position is qualified and/or certified for the promotional position.

#### ***VI. RECALL PROCEDURE***

If the contract of employment of a teacher is terminated because of elimination of positions, the name of that teacher shall be placed on a reappointment list and remain on such list for a period of two (2) years unless such teacher obtains employment as a public school teacher in another district during that period.

If a position becomes open during such two (2) year period, and the teacher has been selected by the Board of Education as the person on the recall list who is certified and most qualified to hold that position, then the teacher will be notified in writing by registered mail, sent to his last known address, at least thirty (30) days prior to the anticipated date of reemployment.

In determining whether a teacher is qualified for reappointment, the Board of Education shall consider the criteria as set forth in Part IV. D., above. The teacher shall accept or reject the appointment in writing within ten (10) days. If the appointment is accepted, the teacher shall receive a written contract within twenty (20) days of receipt of the teacher's reply by the Board of Education. If the teacher rejects the appointment offer or does not respond according to this procedure within ten (10) days, the name of the teacher will be removed from the recall list.

**FORMAL GRIEVANCE PRESENTATION**

(To Be Completed By Aggrieved Person)

Aggrieved Person \_\_\_\_\_

Date of Presentation \_\_\_\_\_

Home Address of aggrieved person:

Street \_\_\_\_\_

Town / State / Zip \_\_\_\_\_

School \_\_\_\_\_

Principal (or other administrator) \_\_\_\_\_

Years in school system \_\_\_\_\_

Subject area or grade level \_\_\_\_\_

Name of LEA School representative \_\_\_\_\_

***STATEMENT OF GRIEVANCE:***

***ACTION REQUESTED:***

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date of Presentation

**DECISION OF PRINCIPAL**

(To be completed by Principal, or other appropriate administrator,  
within five (5) days of formal grievance presentation)

Aggrieved Person \_\_\_\_\_

Date of Formal Grievance Presentation \_\_\_\_\_

School \_\_\_\_\_

Principal (Or Other Administrator) \_\_\_\_\_

**DECISION OF PRINCIPAL (OR OTHER ADMINISTRATOR) AND REASONS THEREFOR:**

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Date of Decision

**AGGRIEVED PERSON'S RESPONSE:** (To be completed within 3 days of decision)

I accept the above decision of Principal (or other administrator).

I hereby refer the above decision to the Association's Professional Rights and Responsibilities Committee for appeal to the Superintendent of Schools.

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date of Decision

**REFERRAL BY PR&R COMMITTEE**

(To be completed by Association PR&R Committee Chairman with 5 days of referral)

Aggrieved person \_\_\_\_\_

Date of Formal Grievance Presentation \_\_\_\_\_

***OPINION OF ASSOCIATION PR&R COMMITTEE AND REASONS THEREFORE: (Optional)***

The attached grievance is hereby referred to the Superintendent of Schools for a Hearing.

\_\_\_\_\_  
Signature of PR&R Chairman

\_\_\_\_\_  
Date of Referral

**DECISION BY SUPERINTENDENT OF SCHOOLS**

(To be completed by Superintendent of Schools within 5 days after hearing with aggrieved and Association PR&R Committee representatives; hearing to be held within 5 days after receipt of appeal)

Aggrieved Person \_\_\_\_\_

Date of Formal Grievance Presentation \_\_\_\_\_

Date Appeal Received by Superintendent \_\_\_\_\_

Date Hearing Held By Superintendent \_\_\_\_\_

***DECISION OF SUPERINTENDENT AND REASONS THEREFOR:***

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date of Decision

***AGGRIEVED PERSON'S RESPONSE:*** (To be completed by aggrieved within 3 days of decision.)

I accept the above decision of the Superintendent of Schools.

I hereby appeal, through the Association PR&R Committee, to the Board of Education for a review of this grievance.

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date of Decision

**REVIEW BY BOARD OF EDUCATION**

Aggrieved Person \_\_\_\_\_

Date of Formal Grievance Presentation \_\_\_\_\_

***PR&R COMMITTEE REFERRAL TO BOARD:***

(To be completed within 7 days of PR&R receipt of appeal from aggrieved)

The attached grievance is hereby appealed to the Board of Education for a review and hearing.

\_\_\_\_\_  
Signature of Chairman

\_\_\_\_\_  
Date of Referral to Board

***BOARD RESPONSE:*** (To be completed by Board of Education Chairman within 3 days after Board Hearing with aggrieved and Association PR&R Committee representative; Board Hearing to be held within 10 days after receipt of appeal.)

\_\_\_\_\_  
Date Appeal Received by Board of Education

\_\_\_\_\_  
Date Hearing Held by Board of Education

***DECISION OF BOARD OF EDUCATION AND REASONS THEREFOR:***

\_\_\_\_\_  
Signature of Chairman of Board of Education

\_\_\_\_\_  
Date of Decision

***AGGRIEVED PERSON'S RESPONSE:***

(To be completed by aggrieved within 3 days of decision.)

I accept the above decision of the Board of Education.

I hereby request that the Association submit this grievance to arbitration.

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date of Response

**DETERMINATION REGARDING ARBITRATION**

(To be completed by Association President and PR&R Committee Chairman within 4 days of receipt of request from aggrieved that grievance be submitted to arbitration)

Aggrieved Person \_\_\_\_\_

Date of Formal Grievance Presentation \_\_\_\_\_

Association President \_\_\_\_\_

Date Request Received For Arbitration \_\_\_\_\_

***DETERMINATION BY ASSOCIATION:***

The Association, through its PR&R Committee, has determined that this grievance is not meritorious and/or that submitting it to arbitration is not in the best interests of the school system. The grievance therefore is closed.

The Association, through its PR&R Committee, has determined that this grievance is meritorious and that submitting it to arbitration is in the best interests of the school system. The grievance therefore is hereby submitted to arbitration.

\_\_\_\_\_  
Signature of PR&R Chairman

\_\_\_\_\_  
Date of Determination

\_\_\_\_\_  
Signature of Association President

***DESIGNATION OF ARBITRATOR:*** (To be completed by Board Chairman and Association President within 5 days of submission to the State Board of Education.

The parties have agreed upon and selected \_\_\_\_\_  
as the arbitrator to whom the appended grievance is hereby submitted.

Date of Designation \_\_\_\_\_

\_\_\_\_\_  
Signature of Association President

\_\_\_\_\_  
Signature of Board Chairman

**APPENDIX E**

**LITCHFIELD PUBLIC SCHOOLS  
Litchfield, Connecticut**

**TEACHERS' ANNUAL SALARY AGREEMENT**

\_\_\_\_\_

is employed as a teacher in the public schools of the Town of Litchfield, Connecticut, is hereby notified that the Board of Education hereby agrees in accordance with the provisions of the prevailing salary schedule of the Board of Education, to pay said teacher for the school year beginning \_\_\_\_\_, and ending June 30, \_\_\_\_\_, at an annual salary at the rate of

\$ \_\_\_\_\_ Degree Track \_\_\_\_\_ Step \_\_\_\_\_

\$ \_\_\_\_\_ Stipend \_\_\_\_\_

\$ \_\_\_\_\_ Stipend \_\_\_\_\_

\$ \_\_\_\_\_ Longevity \_\_\_\_\_

\$ \_\_\_\_\_ Total Annual Salary (exclusive of benefits)

payable in accordance with the existing Agreement Between the Board of Education and Litchfield Education Association, and subject to the required deductions for Teachers' Retirement, Federal and State taxes, and other agreed-to deductions which the teacher may, in writing, authorize.

Said teacher, under the terms and conditions of the aforementioned, 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 in duplicate and 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

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

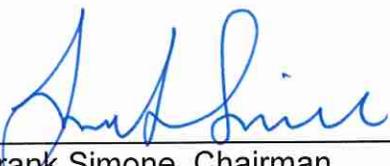
*Note: The Board reserves the right to change the format of this salary agreement based on updated human resources software abilities.*

**APPENDIX F**

**NOTE: AN EXECUTED COPY OF THE SIGNATURE PAGE IS ON FILE IN THE OFFICE OF THE SUPERINTENDENT OF SCHOOLS AND WITH THE LEA PRESIDENT**

**SIGNATURE SHEET**

This Agreement made and entered into on this 27<sup>th</sup> day of September 2016, by and between the Litchfield Board of Education and the Litchfield Education Association.

By  \_\_\_\_\_  
Frank Simone, Chairman  
Litchfield Board of Education

By  \_\_\_\_\_  
Brian Mongeau, President  
Litchfield Education Association