

A G R E E M E N T

BETWEEN

THE NORTH STONINGTON BOARD OF EDUCATION

AND

THE NORTH STONINGTON EDUCATION ASSOCIATION

July 1, 2020 to June 30, 2023

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**ARTICLE I**  
**PREAMBLE**

- A. This Agreement is negotiated under Sections 10-153b through 10-153f, as amended, of the Connecticut General Statutes, in order (a) to fix for its term the salaries and all other mandatory conditions of employment provided herein, and (b) to encourage and abet effective and harmonious working relationships between the Board and the professional staff in order that the cause of public education may be best served.
- B. The Board and the Association recognize the importance of responsible participation by the entire professional staff in the educational process, planning, development and growth. To this end they agree to maintain communications to inform about programs, to guide in development, and to assist in planning and growth either by committee, individual consultation or designated representatives.
- C. This document shall constitute the agreement between the Board and the Association in the subject areas covered for the duration of the Agreement unless changed by mutual consent of both parties. Previously adopted documents, rules or regulations in conflict with this Agreement are superseded by this Agreement.

**ARTICLE II**  
**RECOGNITION**

The North Stonington Board of Education (hereinafter referred to as "the Board") hereby recognizes the North Stonington Education Association (hereinafter referred to as "the Association") affiliated with the Connecticut Education Association and the National Education Association as the exclusive representative, as defined in Sections 10-153b, *et seq.*, as amended, of the Connecticut General Statutes, of all those certified professional employees of the Board in positions requiring teaching or other certificates, and who are not employed as administrators or excluded from the purview of Sections 10-153a, *et seq.*, as amended, of the Connecticut General Statutes.

**ARTICLE III**  
**PROFESSIONAL NEGOTIATIONS**

- A. The Board and the Association agree to negotiate a successor Agreement in accordance with applicable provisions of state statutes.
- B. The Board and the Association mutually agree to exchange relevant data recognized under the Teacher Negotiations Act, §§10-153a, *et seq.*, points of view, and proposals and counterproposals with respect to salaries and any other mandatory conditions of employment about which either party wishes to negotiate.

- C. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.
- D. During the negotiations, the Superintendent, if so requested, will present documents from personnel records when such records or documents relate to salaries and conditions of employment. Evaluations of teacher performance or letters of recommendations will not be requested or released for the purpose of professional negotiations.
- E. No proposal or group of proposals agreed to by the representatives of the Association and the Board shall be binding or final until the proposal or group of proposals have received the endorsement of the Association and the Board membership in accordance with procedures established by them.
- F. The Board shall prepare and distribute copies of the Agreement to all members of the professional staff. All teachers should have a copy of the Agreement at the earliest possible date before signing an initial contract or annual salary agreement for the period covered by the agreement.

**ARTICLE IV**  
**COMMUNICATION AND CONSULTATION**

- A. The Association and the Board mutually recognize the desirability of maintaining open lines of communications throughout the entire year.
- B. The representatives of the Association are encouraged to attend Board meetings which are related to budget preparation, conditions of teacher employment, and any other matters to which the teachers may offer constructive suggestions. The Association recognizes that all decisions relating to budgetary preparation rest with the Board. Such decisions are not subject to negotiation.
- C. In the event that extraordinary circumstances indicate a need to modify or append parts of this Agreement, the Board and the Association mutually agree to consult informally before taking action. Either party may raise questions for discussion, but neither is obligated to agree to changes in this Agreement. Every reasonable effort will be made by both parties to expedite discussions.

**ARTICLE V**  
**USE OF SCHOOL FACILITIES**

- A. The Association will have the right to use school buildings without cost at reasonable times for meetings, provided, however, that the Association will be required to pay any additional custodial costs involved by reason of said meetings.

- B. When gathering or reproducing data relevant to the negotiation of an Agreement, the Association is given reasonable access to duplicating equipment and paper supplies. The use of the facilities shall be in accordance with established school policy and shall not interfere with normal school routine.

**ARTICLE VI**  
**GRIEVANCE PROCEDURE**

**A. Purpose**

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

**B. Definitions**

1. "Grievance" shall mean a claim based upon an event or condition which affects the conditions of employment of a teacher or group of teachers arising out of a violation, misinterpretation or misapplication of the provisions of this Agreement.
2. "Teacher" shall mean any certified professional employee represented by the Association, and may include a group of teachers similarly affected by a grievance.
3. "Party in Interest" shall mean the person or persons making the claim, including their designated representative as provided for herein, 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 except between the last day of school for teachers and the first day of next school year for teachers, when days shall be business days of the week.
5. "Grievant" shall mean a teacher or group of teachers seeking recourse under the grievance procedure.

**C. Time Limits**

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

2. If a grievant does not file a grievance in writing at Level One, or Level Two as appropriate within thirty (30) 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. If the decision giving rise to the grievance arises from an action by an administrator at a level beyond Level One of the grievance procedure, the grievant may initiate his/her formal grievance at the appropriate higher level (Level Two or Level Three).
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. Failure by the administration to render a written decision within the applicable time limits shall be deemed to be a denial of the grievance at that level and shall permit the grievant to appeal to the next level. Notwithstanding the foregoing, every effort shall be made by the administration to respond in a timely fashion at all levels of the grievance procedure.

**D. Informal Procedure**

1. If a grievant feels that he/she may have a grievance, he/she shall first communicate the matter either verbally or in writing to his/her principal or other appropriate administrator in an effort to resolve the problem informally.
2. If the grievant 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 administrator.

**E. Formal Procedure**

1. **Level One - Principal or Administrator**
  - a. If a grievant is not satisfied with the outcome of the informal procedure, he/she shall present his/her claim as a written grievance to his/her principal or administrator. Level One shall not be bypassed, except as specifically provided herein.
  - b. The principal shall, within five (5) days after receipt of the written grievance, render his/her decision and the reasons therefore, in writing to the grievant, with a copy to the Association.
  - c. When the grievant is deemed to be the entire body of teachers, Level One will be bypassed and the grievance will be presented

directly to the Superintendent. Paragraphs c and d of Subsection 2, Level Two, apply as with any other grievance.

**2. Level Two - Superintendent**

- a. If the grievant 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 thirteen (13) days after formal presentation of Level One, refer the grievance to the Superintendent in writing, but prior to so doing, 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 ten (10) 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 three (3) days after the hearing, render his/her decision and the reasons therefore in writing to the grievant, with a copy to the Association.

**3. Level Three - Board of Education**

- a. If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within three (3) days after the decision, or within six (6) days after the hearing, file the grievance again with the Association for appeal to the Board.
- b. The Association shall, within nine (9) days after the hearing at Level Two, refer the appeal to the Board in writing.
- c. The Board or a committee thereof shall within ten (10) days after receipt of the appeal, meet with the grievant and with representatives of the Association for the purpose of resolving the grievance.
- d. The Board or a committee thereof shall, within three (3) days after such hearing, render its decision and the reasons therefore in writing to the grievant, with a copy to the Association.



4. **Level Four - Arbitration**

- a. If the grievant is not satisfied with the disposition of 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 Chairperson 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 are unable to agree upon an arbitrator within this five day period, the Association shall file a claim for arbitration with the American Arbitration Association ("AAA") or the American Dispute Resolution Center ("ADRC") within the next five (5) days. The AAA or ADRC shall be called upon to select a single arbitrator to hear the issue in dispute.
- d. The arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the record of prior hearings, and shall hold such further hearings with the grievant 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, setting 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, except that neither party waives its right to appeal the arbitrator's decision in accordance with law. In any such appeal or in any action to determine the arbitrability of the issue in dispute, the issue of arbitrability shall be a question of law for the court to determine. In rendering his or her decision, the arbitration shall have no authority to add to, subtract from, or modify the 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**

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at Levels Two and Three of the formal grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure.
3. The Association may, if it so desires, call upon the professional services of the Connecticut Education Association for consultation assistance at any stage of the procedure.

**G. Miscellaneous**

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

**ARTICLE VII**  
**WORK DAY**

- A. Classroom teachers and other teachers on the classroom teachers' salary schedule at the elementary level will be required to work a teacher workday of seven (7) hours and twenty (20) minutes with student-teacher contact time of up to six (6) hours and forty-five (45) minutes, with remaining time to include meetings with students and/or parents. The Board shall set the start and end times of the teacher work day and student school day in accordance with these parameters.
- B. Classroom teachers and other teachers on the classroom teachers' salary schedule at the secondary level will be required to work a teacher work day of seven (7) hours and twenty-five (25) minutes, with student-teacher contact time of up to six (6) hours and fifty-five (55) minutes, with the remaining time to include meetings with students and/or parents. The Board shall set the start and end times of the teacher work day and student school day in accordance with these parameters.

Detention may be scheduled up to two (2) days per week for up to one and one-half (1.5) hours per day.

All middle school and high school faculty members will monitor detention equally on a rotating basis with a schedule to be determined by the administration.

- C. All teachers shall have an uninterrupted duty free lunch period daily.

- D. **High School and Middle School:** Except as set forth under Article VII, Section H, all middle and high school teachers shall have, in addition to their lunch period, at least five (5) preparation periods per week, provided that when either the workweek or the work day is shorter due to a holiday, a late opening or an early closure, the number of preparation periods may be reduced (or the duration reduced) based on and due to the shorter work week or work day.

**High School:** All high school teachers shall have, in addition to their lunch period and the preparation periods set forth above, two (2) periods per week of common planning time.

**Middle School:** All middle school teachers shall have, in addition to their lunch period and the preparation periods set forth above, two (2) periods per week of common planning time and two (2) periods per week of duty time. From such duty time periods, up to two (2) guidance counselor periods per calendar month may be scheduled by the Administration.

**High School and Middle School:** Duties shall be determined and assigned by the Administration and may include covering classes for other teachers (due to the other teacher's absence, attendance at a PPT meeting or attendance at parent-teacher conferences).

If either the workweek or the work day is shorter due to a holiday, a late opening or an early closure, the common planning time and duties may be reduced (or the duration reduced) based on and due to the shorter work week or work day.

- E. All elementary teachers shall have, in addition to their lunch period, no less than five (5) preparation periods per week as long as the current number of specialty teachers (or their temporary substitutes) are on the staff. When either the workweek or the work day is shorter due to a holiday, a late opening or an early closure, the number of preparation periods may be reduced (or the duration reduced) based on and due to the shorter work week or work day.
- F. Teachers may be free to leave their classrooms and buildings during lunch periods upon giving a reason and receiving authorization from the building principal, said authorization shall not be unreasonably withheld by the building principal, bearing in mind the needs of the teacher and the operation of the school.

In the event that a teacher leaves the building during the work day, he/she must first sign out in the administrative office of the school he/she regularly works in (and sign in upon his/her return).

- G. In the event the Board changes the length of the workday in a manner not contemplated by this contract or in a manner which would require negotiations under state law, the parties shall negotiate the impact of this change in accordance

with the procedures set forth in §§10-153b, *et seq.*, of the Connecticut General Statutes, or as subsequently amended.

- H. Preparation periods shall be used for purposes of professional preparation.

Except as set forth below, the Board agrees that preparation time shall not be used for meetings organized by the Administration.

Preparation time may be used: (a) once per month for meetings organized by the Administration; (b) in the event of an emergency; and (c) in the event that the Board does not have a sufficient number of substitute teachers, middle school teachers (at the middle school) and high school teachers (at the high school) may each be assigned classroom coverage. If a middle/high school teacher is needed for classroom coverage during preparation periods, he/she shall receive a rate of twenty dollars (\$20.00) per period.

Additionally, on an occasional basis, in the event that the building administrator desires to discuss instructional and/or other issues with a teacher during a preparation period, the teacher shall accommodate the administrator. In such instances, the building administrator shall not utilize more than one-half (½) of the teachers' preparation time.

#### **ARTICLE VIII** **EMPLOYMENT YEAR**

- A. The school calendar for any school year covered by this Agreement shall be adopted by the Board by the June 1<sup>st</sup> preceding the date for the start of that school year, after consultation with the Association and other parties which the Board finds appropriate for consultation. The Board reserves the right to depart from the established calendar.
- B. The school year calendar shall consist of one hundred ninety-two (192) days, with five (5) days allowed for school closure, resulting in a mandatory teacher work year of one hundred eighty-seven (187) days. One (1) work day shall be for orientation and up to one hundred eighty-three (183) days may be used for student instruction or other professional activities.
- C. The scheduled employment year of teachers covered by the classroom teachers' salary schedule will begin up to two (2) days prior to the opening of school. Such two (2) days shall not be counted toward or considered a monthly meeting under Article XX, Section A. Notwithstanding any provision of this subsection to the contrary, the Board may change the date for the commencement of the work year in the event the State modifies the instructional requirements of the public schools or there develops a predominant state-wide practice departing from the traditional school calendar, or in the event that a regional calendar necessitates a change in the date for the commencement of the work year.

- D. The Board agrees to reimburse a teacher who, at the direction of the Superintendent, is assigned work which requires him/her to extend work days beyond the number set forth in this contract. Only the Superintendent may extend the number of work days; such extensions shall not be requested by teachers. A teacher who is requested to work a day(s) beyond the number of scheduled work days will receive 1/187 of his/her base salary in remuneration for the time worked (e.g., 1 day = 1/187 of base salary). All teacher duties performed outside of the teacher work day or the teacher work year shall be compensated in accordance with this section. For teachers working less than a full day beyond the number of scheduled work days, including teachers engaged in curriculum work, homework club, tutoring, and Summer School, or other duties as assigned by the Superintendent on non-work days or after working hours shall be compensated at an hourly rate of forty-two dollars (\$42.00) in 2020-2021 and 2021-2022 and forty-three dollars (\$43.00) in 2022-2023. Such work shall be performed at the direction of the Superintendent, and shall be voluntary.
- E. The Board shall determine the dates and times of workshops and will determine the subject content in accordance with applicable law. The Board agrees to assume the costs of such workshops.
- F. In the event the Board changes the number of work days in the work year in a manner which would require negotiations under state law, the parties shall negotiate the impact of this change in accordance with §§10-153b, *et seq.*, of the Connecticut General Statutes or as subsequently amended.

**ARTICLE IX**  
**TEACHING ASSIGNMENTS**

- A. All general and special education teachers shall be notified in writing of their tentative programs for the coming school year, including the school to which they will be assigned, the grades, and/or subjects that they will teach, and any special or unusual classes that they will have under normal circumstances not later than June 10<sup>th</sup>. Changes in assignments after notification shall not be made arbitrarily or capriciously.
- B. All vacancies occurring within a school or department that the Board decides to fill shall be adequately publicized by posting in every school a notice of such vacancy and via email to each teacher's Board email address as far in advance of the appointment as possible and ordinarily at least thirty (30) days in advance. The Superintendent has the right to fill the vacancy for the interim period until the position is filled. Qualified teachers now in service shall have the right to make application and receive first consideration for assignment to the position. Qualified teachers now in service shall have the right to make application and be interviewed by the Superintendent. In deciding whether to voluntarily transfer a teacher, the Superintendent shall act in the best interests of the school system as determined by him or her and shall be guided by, among other factors, the following criteria (not

listed in order of importance):

1. Contributions which the staff member could make to the<sup>h</sup> program and to the students in the new position;
  2. Length of service in North Stonington Schools;
  3. The needs of the program, department or grade the teacher seeks to vacate, the contributions the teacher has made thereto, and the qualifications of the teacher for his or her current position;
  4. Certification of the staff member as compared to all other candidates for the positions to be filled; and
  5. Opportunity for professional growth.
- C. Changes in grade assignment in the elementary schools and in subject assignments in the secondary schools are sometimes necessary and even beneficial. Such teachers shall be notified of any changes in their schedules as soon as possible.
- D. In arranging schedules for teachers who are assigned to more than one school building, an effort shall be made to limit the amount of interschool travel. Such teachers shall be notified of any changes in their schedule as soon as practicable.
- E. The Superintendent shall reserve the right to poll the staff at midyear in order to determine teaching assignments or staffing changes for the following year.

#### **ARTICLE X** **TEACHING PERIODS**

- A. 1. Except as set forth under Article VII, Section H, all middle school teachers shall not be assigned more than five (5) teaching periods per day, except where special facilities are limited or by mutual agreement.
- Except as set forth under Article VII, Section H, all high school teachers shall not be assigned more than five (5) teaching periods per day, except where special facilities are limited or by mutual agreement.
2. In addition to a normal teaching program, teachers with administrative approval may voluntarily teach one (1) limited enrollment course provided that they are relieved from other assigned duty obligations.
- B. The Board, at its discretion, may adopt a change in the scheduling of the student day.
- C. The Board agrees to negotiate the impact of any change in this section in accordance with §§10-153b, *et seq.*, of the Connecticut General Statutes.

**ARTICLE XI**  
**TEACHER FACILITIES**

- A. The Board and the Association agree that each school shall have the following facilities:
1. Space in each classroom in which teachers may safely store instructional supplies and materials. A file cabinet is considered to be minimal.
  2. Adequate equipment and supplies for the preparation of instructional materials, i.e. computer and printer.
  3. An appropriately furnished room to be used as a faculty area. The Board shall provide telephone (or intercom system) and copier in each faculty room.

**ARTICLE XII**  
**PROFESSIONAL AND EDUCATIONAL DEVELOPMENT**

A. **Degree Definitions**

The following definitions shall apply for the purposes of this contract:

1. Bachelor's Degree - An earned degree from a four (4) year accredited institution.
2. Master's Degree - An earned degree from an accredited graduate school, subject to the approval of the Superintendent.
3. Sixth Year - an earned certificate from an accredited graduate school.

B. **Advancement on the Salary Schedule:**

1. Advancement to the Master's Degree salary schedule will be made at the beginning of the following school year when a teacher acquires:
  - a. A Master's Degree from an accredited institution approved by the Superintendent.
  - b. Thirty (30) credits in a planned program, approved by the Superintendent, from an accredited institution offering work at the graduate level.
  - c. Thirty (30) credits from accredited institutions offering work at a graduate level upon approval of the Superintendent.

2. Advancement to the Sixth Year salary schedule will be made at the beginning of the following school year when a teacher acquires:
  - a. A Second Master's Degree from an accredited institution, subject to approval of the Superintendent.
  - b. An earned certificate of advanced graduate study from an accredited graduate school, as approved by the Superintendent.
  - c. Thirty (30) credits beyond the Master's Degree level in a planned program, approved by the Superintendent, from an accredited institution offering work at a graduate level.
  - d. Thirty (30) credits beyond the Master's Degree level from accredited institutions offering work at a graduate level, upon approval of the Superintendent.
3. Copies of all degree and non-degree planned programs shall be on file in the office of the Superintendent.
4. Advancement on the salary schedule shall be made in the year following the fulfillment of the course/degree requirements if such requirements are not fulfilled prior to the commencement of the school year. No advancement on the salary schedule shall be made mid-year. In order to advance on the salary schedule, a teacher must submit documentation of anticipated completion of the educational requirements during of the school year preceding the anticipated advancement on the salary schedule, on or before February 1<sup>st</sup>. Approval of course reimbursement by the Superintendent shall not constitute the required documentation under this section.

**C. Financial Incentive**

1. A teacher's tuition shall be reimbursed by the Board on a one-time basis, to a maximum of four hundred dollars (\$400.00) per credit hour for courses taken during the 2020-2021 and 2021-2022 contract years and five hundred dollars (\$500.00) per credit hour for courses taken during the 2022-2023 contract year for courses successfully completed with at least a grade of "B" or the equivalent, in an accredited institution if such courses are approved in advance by the Superintendent of Schools. At the discretion of the Superintendent, the grade requirement may be waived. Such reimbursement shall be made each September for courses completed before that September first, to teachers returning during that school year, upon presentation of a transcript and documentation of payment. Notwithstanding the foregoing, reimbursement will be made to teachers who do not return during the school year due to death, disability, or termination because of elimination of teaching position, as long as tuition was paid by the teacher prior to notice of such elimination.



In each year school year during the term of this Agreement, the Board shall designate a sum for tuition reimbursement pursuant to this section. For the 2020-2021 and 2021-2022 contract years, the sum shall be twenty-five thousand dollars (\$25,000.00). For the 2022-2023 contract year, the sum shall be twenty-six thousand dollars (\$26,000.00).

2. Course reimbursement forms as described by the Board, must be filed with the Superintendent prior to the commencement of the course if reimbursement is requested. An approved class and/or course of studies does not constitute consent for reimbursement. An approved class and/or course of studies does not constitute notice of intent to advance on the salary schedule.
  3. In order to be eligible for such reimbursement, a teacher must submit documentation of his/her intent to seek course reimbursement by February 1<sup>st</sup> of the fiscal year preceding the year for which reimbursement is anticipated.
- D. Teachers making presentations on Professional Development shall be compensated at the rate set forth in Article VIII, Section D of this Agreement, with payment not to exceed a total of fifteen (15) hours for the time needed to prepare their presentations outside of the school day.

### **ARTICLE XIII** **SICK LEAVE**

- A. Each teacher certified by the State Board of Education and employed by the Board, shall be entitled to sick leave with full pay for fifteen (15) school days in each school year. Such portion of sick leave which is unused shall be accumulated and shall become available for future use, but the total accumulation shall not exceed one hundred eighty (180) school days. Sick leave shall be granted when an employee is incapacitated from the performance of duty by any of the following reasons:
- (1) Sickness or Injury - substantiation by a note from the physician treating the teacher for the illness that caused the absence(s) may be requested by the Superintendent or by the Board through its administration.
- B. Teachers shall be informed in September of each teaching year as to the disposition of their accumulated sick leave.
- C. When a teacher must be absent from work for any reason, the matter shall be reported to his/her respective school as soon as possible (notification shall be given the evening previous to the absence). If this is not possible, notification shall be given no later than 6:00 a.m. on the day of the absence and shall estimate the duration of the illness.

- D. A written lesson plan covering the day of absence shall be provided the substitute. A more extended outline of work shall be prepared when it is known that there will be a prolonged absence.
- E. Upon retirement at age fifty-five (55) years or later, and after twenty (20) continuous years of service in North Stonington, teachers will be reimbursed for unused, accumulated sick days at the rate of forty (\$40.00) dollars per day. The Board and the Association agree, for the purpose of this Section, that a teacher who has accumulated one hundred eighty (180) sick days shall, in the school year prior to retirement, first deduct any used sick days from a separate fifteen (15) days annual allotment rather than the 180 day accumulation. Consequently, a teacher who has accumulated one hundred eighty (180) sick days and has utilized all or a portion of the additional fifteen (15) day allotment, shall receive retirement compensation based on one hundred eighty (180) school days, minus any sick days exceeding fifteen (15) days.
- F. If a teacher is absent for medical reasons for an extended period of time, the Superintendent may require a statement from the teacher's physician about the nature of the illness or injury and the anticipated date when the teacher may return to work. The Superintendent may require a second opinion. Such second opinion shall be by a Board-approved physician at the Board's expense. The teacher will have the option of seeing a Board-approved physician of the same sex as the teacher.
- G. A teacher may use twenty-five percent (25%) of his/her accumulated sick leave to provide necessary care to an ill or injured spouse, child, parent, parent-in-law or a relative currently domiciled in the teacher's household.
- H. **Sick Leave Bank**

#### **PURPOSE AND PARTICIPATION**

**Purpose:** The Sick Leave Bank shall be established to provide members with additional paid sick leave when such members have exhausted their sick leave accrual due to personal catastrophic illness and/or injury. A member shall provide competent medical certification of said illness or injury. Participation in the Sick Leave Bank is voluntary.

- Any certified teacher in the North Stonington School System may contribute to the Sick Leave Bank two (2) days of his/her sick leave from their accrual in each school year.
- Members may donate to the Sick Leave Bank on a voluntary basis at the start of each school year. Once donated, sick days cannot be given back to the donating teacher, nor do they have any cash value if unused by the Sick Leave Bank.
- A donation to the Bank must be authorized no later than Oct. 1 for new and returning teachers and will be deducted from newly hired teachers after completion

of ninety (90) days of service.

- Any teacher who does not donate sick days in a given school year but wishes to join the Sick Leave Bank in a subsequent year will be required first to "catch up" by donating two (2) days for each school year in which he/she did not contribute to the Bank.

#### **PROCEDURES AND ADMINISTRATION**

- The Sick Leave Bank shall be administered by a Sick Leave Bank Committee comprised of two (2) members of the Administration (the Board of Education Chair or designee, and the Superintendent) and two (2) members of the Association (the President and one other member of the Association) for a total of four (4) members. Committee members will serve one-year terms.
- Requests for sick leave: A member shall submit, on written application, a request for additional paid sick leave days with sufficient medical documentation as required by the Sick Leave Bank Committee.
- The Sick Leave Bank Committee shall review applications for sick days according to the criteria below and shall award sick days when a majority of the committee agrees to do so.

#### **LIMITS AND RESTRICTIONS**

- A member shall not be eligible for any paid sick leave from the Sick Leave Bank if the member has a disability claim pending; if the injury is subject to worker's compensation benefits; or if the member is eligible for, or has or will seek, relief in any state or federal court or personal injury mediation and or/arbitration process or other civil proceeding.
- A member shall not be eligible for Sick Leave Bank days for maternity leave.
- To be eligible for Sick Leave Bank days, the applicant must be able to return to work as certified by competent medical authority. The Sick Leave Bank Committee reserves the right to request additional information through a medical assessment of the committee's choice.
- A member must exhaust all accumulated sick leave benefits before using Sick Leave Bank days and shall not be eligible for any other paid leave as described above. No member shall receive more than 12 weeks (60 days) from the Sick Leave Bank in any school year.
- The decisions of the Sick Leave Bank Committee are not subject to the grievance or arbitration process.

**ARTICLE XIV**  
**PAYROLL DEDUCTIONS**

A. In addition to those payroll deductions required by law, the Board shall make those payroll deductions that the employee requests in writing on an approved authorization form.

**B. Dues Deduction**

1. Dues deductions shall be made in each pay period at a rate to be determined by North Stonington Education Association in September of each year. All other deductions will be made as authorized by the individual.
2. Any individual desiring to have the Board discontinue deductions previously authorized must notify the Superintendent and the Association in writing.

**C. Pay Periods**

Teachers' first pay day will not be later than the second Friday after school opens; thereafter, on alternating Fridays. Teachers' paychecks will be distributed in each school in sealed envelopes. In the event that a pay period falls during a school holiday, payment shall be made on the last day of school prior to said holiday, though checks may be post-dated to the date of the normally occurring payday.

Teachers hired after July 1, 2005 shall be paid via electronic direct deposit into a designated bank account of the teacher's choice. Such bank account number shall be provided to the Superintendent or her/his designee prior to the commencement of each school year. For those eligible teachers who elect to have actual paychecks issued rather than utilizing a direct deposit service, checks may be issued on the next regularly scheduled school day following a school closure.

**ARTICLE XV**  
**LEAVES OF ABSENCE**

**A. Personal Days**

1. Teachers may be granted three (3) school days in any one (1) school year for personal reasons. Such portion of this leave as is unused in one (1) year may be accumulated and become available for future use. However, the total accumulation shall not exceed two (2) additional days. Prior approval of the Superintendent shall be secured forty-eight (48) hours in advance under normal circumstances. If the teacher has made reasonable efforts to reach the Superintendent, but is unable to do so, the approval of the Principal will be considered sufficient.

2. Personal days shall be granted for the following reasons only:
  - a. Marriage for self, child, parent, brother, sister, mother-in-law, father-in-law, grandparent, or anyone domiciled in the teacher's home
  - b. Graduation for self, spouse, child, brother, sister, mother-in-law, father-in-law, grandparent, or anyone domiciled in the teacher's home
  - c. Legal for self, spouse or child
  - d. Religious observance
  - e. Birth of teacher's child
  - f. Illness of a member of the immediate family as defined in "B" below
  - g. Other personal or family emergency approved by the Superintendent.
3. Requests for up to three (3) personal days, not allowed under the criteria set forth in Section 2 above, may be allowed by the Superintendent on a case-by-case basis. Only under the most extenuating circumstances will the Superintendent grant leave under this subsection immediately before or after a weekend, holiday, or vacation. Teachers are professionally obligated to honor their commitments outside of school time whenever possible.

Up to two (2) of such days may be taken without stating a reason to attend to necessary personal business which cannot be transacted outside working hours, provided such days shall not be taken consecutively.

One (1) of the "no reason" days shall not be subject to the weekend, holiday, or vacation restriction provided that no more than three (3) teachers may use a "no reason" day on any given work day.

#### **B. Bereavement**

1. A maximum of five (5) days will be granted with full pay for each occurrence due to the death of a member of the teacher's immediate family.
2. Immediate family shall be defined as: spouse, mother, father, child, brother, sister, mother-in-law, father-in-law and "domestic partner" as defined below.

A domestic partner shall be defined as two adults of the same or opposite sex who are not related by blood, who have lived together continuously for at least five (5) years and plan to do so indefinitely, who reside at the

same address, who are mutually responsible for their common welfare, basic living expenses and financial obligations to third parties (and are otherwise financially interdependent) and who maintain no other domestic partnerships, marriage and are not legally separated from anyone else.

3. A maximum of two (2) days will be granted with full pay for each occurrence due to the death of the teacher's grandmother or grandfather.
4. One (1) day per year will be granted with full pay for absence due to the death of other family members.

**C. Maternity**

Maternity leave will be provided in accordance with the federal family and medical leave act.

**D. Sabbatical Leave**

1. A professional staff member is eligible for a sabbatical leave after seven (7) years of continuous service in the North Stonington public schools.
2. Teachers interested in applying for sabbatical leave must file a notice of intent with the Superintendent prior to December 1<sup>st</sup> of the school year immediately preceding the proposed leave. This procedure will allow the Superintendent to budget for the request. The final application for sabbatical leave must be filed with the Superintendent on or before May 1<sup>st</sup>. A detailed summary of the proposed itinerary to be followed during the sabbatical year must accompany the application. Leave will not be granted for a program of study that will result in the completion of statutory requirements for teacher, supervisory or administrative certification as stipulated by the Connecticut State Board of Education.
3. A successful applicant for sabbatical leave shall agree to return to North Stonington as a staff member for a minimum of two (2) years following his/her leave of absence. In the event a teacher fails to return and complete the two (2) year requirement, he/she shall agree to reimburse the Board for the salary paid by the Board to the teacher during the sabbatical leave. To this end, a teacher shall be required to execute a promissory note memorializing this legal obligation. Should the teacher fail to return to the North Stonington School System for the required period, the teacher shall be required to repay to the Board any salary advanced and the cost of fringe benefits, and shall pay interest at the legal rate and any cost of collection, including reasonable attorney's fees.
4. No more than two (2) staff members shall be granted sabbatical leaves in any given school year.

5. A classroom teacher granted a sabbatical leave will receive one-half of the basic teacher's salary that he/she would have received were he/she to have remained as a teacher, provided the financial grants he/she will receive from other sources do not exceed this amount. Each successful applicant for sabbatical leave will notify the Board of all financial grants (not loans) that he/she will receive in conjunction with his/her planned program for sabbatical leave. If the financial grants from outside sources exceed one-half of the basic teacher's salary as described above, the Board shall grant the teacher on leave an amount equal to the difference between the total assistance from outside sources and the salary he/she would receive were he/she to remain as a classroom teacher.
6. In addition to the salary remuneration mentioned above, compulsory payments to the State Teachers' Retirement System will be deducted, from the teacher's pay, by the Board for the period of leave. Teachers on sabbatical leave will continue to receive fringe benefits, for the period of leave, as outlined in Article XVI, Health Insurance.
7. Upon return from a sabbatical leave, a staff member shall be granted credit for one (1) year of professional experience and any salary increment due him/her on the basis of this experience.
8. Sabbatical leaves shall be granted at the sole discretion of the Board and shall be granted for one (1) semester or for one (1) full school year.

**E. Association Leave**

1. If negotiation meetings between the Board and the Association are scheduled during the school day, the representatives of the Association shall be relieved from all regular duties without loss of pay in order to permit their participation in such meetings. When it is necessary, pursuant to Article VI (Grievance Procedure) for a Building Representative, member of the Professional Rights and Responsibilities Committee, or other representative designated by the Association to attend a grievance hearing during the school day, he/she shall, with the approval of the Principal and upon notice to the Superintendent by the Chairperson of the Professional Rights and Responsibilities Committee, and with the approval of the Superintendent or his/her designee, be released without loss of pay in order to permit participation in the foregoing activities. Any teacher whose appearance is required in a hearing as a witness shall be accorded the same right. The Association agrees that these rights will not be abused.

**F. Military Leave**

1. All teachers shall receive military leave benefits consistent with applicable state and federal laws and regulations. During reserve duty, teachers shall receive the difference between their military pay and their teaching salary.

**G. Jury Duty**

1. Any teacher who is absent from his/her work by reason of serving on a jury shall, during such absence, receive a rate of pay equal to the difference between his/her ordinary salary and the jury fee, provided that no such payment shall be made unless the Superintendent is notified immediately upon receipt of notice by the teacher of the jury duty assignment.
2. No such absence shall be deducted from sick leave or from other personal days provided for in this Article.

**H. Professional Leave**

1. Each teacher may be allowed two (2) professional days each school year without loss of pay, in addition to any professional days required to be taken by the administration. Unused days may be accumulated to a total of two (2) additional days. This time shall be used for educational purposes as designated or approved by the Superintendent, and reports of such leave shall be filed with the Superintendent. Requests for such leave shall be filed one (1) week in advance of the event whenever possible.

**I. General Leave**

1. The Board may grant a teacher leave to begin programs of study which result from a planned program for an advanced degree, state certification requirements, foundation or scholarship grants, or courses taken at the request of the Superintendent which necessitate presence in advance of the close of school. Requests for such leave shall be made not later than May first whenever possible.
2. At the request of a teacher, the Board, at its sole discretion, may grant a general leave of absence without pay or benefits (subject to the terms of the federal Family and Medical Leave Act) upon such terms as may be agreed upon by the Board and the teacher.

- J. All teachers returning from leave shall be subject to the provisions of Article XXI, Separation of Staff. A teacher returning from sabbatical leave who is laid-off shall not be subject to Section D (3) of this Article.



**ARTICLE XVI**  
**HEALTH INSURANCE**

A. All professional school employees employed in a position of .5 and above covered by this Agreement shall have provided for them by the town of North Stonington the following insurance coverage. To be eligible to receive health, life and disability insurance benefits, each employee must submit a written wage deduction authorization permitting the Board to deduct from the employee's salary his/her share of the premium established above. Each employee shall be informed of the amount of the premium in writing prior to the first or any revised reduction. An employee may forego or withdraw from full coverage rather than pay his/her share of the premium. All insurance benefits, including the reinstatement of discontinued insurance benefits shall be provided in accordance with the terms of the insurance company administering the plan at the time that benefits are sought.

1. Life insurance with sixty thousand dollars (\$60,000.00) coverage for individual employees.
2. Accidental death and dismemberment insurance with twenty thousand dollars (\$20,000.00) coverage for individual employees.
3. Disability income insurance for individual employees. Benefits up to fifty-two (52) weeks disability - not to exceed sixty-six and two-thirds percent (66 2/3%) of employee's earnings. Benefits to commence after thirty (30) days or conclusion of accumulated sick leave, whichever is greater.

4. **High Deductible Health Plan**

The HDHP shall have a \$2,000 single and \$4,000 family deductible for in network services. Prescription drugs are covered as part of the program and are subject to the deductible. Once the deductible is met there shall be no coinsurance in network for covered services, except for prescriptions. Upon satisfaction of the HDHP deductible, prescriptions subject to a managed three tier drug rider with co-pays of \$10 Generic/ \$25 Brand Name/ \$40 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply).

Out of network medical services will be subject to an 80% plan / 20% member coinsurance to a maximum of \$2,000 for the individual and \$4,000 for the family. The combined in-and-out-of-network out-of-pocket maximum for these services is \$4,000 for the individual and \$8,000 for the family. Prescription drug co-pays are subject to a separate maximum of \$1,000 for the individual and \$2,000 for the family.

- The co-pays for drugs shall not apply to prescriptions under either the Women's Health and Wellness Act or for diabetes

- Infertility benefits are subject to the state mandate limits
- Bariatric procedures (not covered)

Effective for the 2020-2021 school year, the employee enrolled in the HDHP will contribute eighteen percent (18%) of the cost of the insurance premium for the HDHP benefit (including spouse and dependents).

For the 2021-2022 school year, the employee enrolled in the HDHP will contribute nineteen percent (19%) of the cost of the insurance premium for the HDHP benefit (including spouse and dependents).

For the 2022-2023 school year, the employee enrolled in the HDHP will contribute twenty percent (20%) of the cost of the insurance premium for the HDHP benefit (including spouse and dependents).

On an annual basis, in the event that a teacher and his/her family members on the Board's health insurance plan completes a health risk assessment and biometric screening, his/her premium share for the ensuing contract year shall be reduced by one percent (1%).

Accordingly, by way of example, in the event that the teacher and his spouse and dependents completes a health risk assessment and biometric screening during a contract year, the teacher will receive a one percent (1%) reduction in his premium share contribution for the subsequent contract year.

On July 1<sup>st</sup> of the subsequent contract year, the premium share set forth herein shall be in effect for the teacher. Accordingly, the reduction in the premium share by one percent (1%) shall be based on the then current premium share negotiated by the parties for the contract year in question, as set forth herein.

The information included on the assessment and from the screening will not be provided to the Board. The only information provided by the carrier to the Board is whether the assessment and screening were completed.

The health risk assessment shall be:

- An annual physical (and any tests related to such physical);
- An annual dental examination;

- A vision exam (in accordance with the frequency requirements of the health care provider);
- Women’s Wellness (a mammogram and/or clinical breast exam in accordance with the frequency requirements of the health care provider); and
- Applicable cancer screenings (in accordance with the frequency requirements of the health care provider).

Biometric screening shall measure the following:

- Height and weight in order to calculate the individual’s body mass index (BMI);
- Systolic and diastolic blood pressure;
- Total cholesterol;
- HDL cholesterol; and
- Glucose

Enrollees in the HDHP shall have a Health Savings Account (HSA) to defray deductible expenses.

- For the July 1, 2020 through June 30, 2021 contract year, the Board will contribute forty-five percent (45%) of the applicable deductible amount into the employee’s established Health Savings Account (“HSA”).

For the July 1, 2020 through June 30, 2021 contract year, fifty percent (50%) of the Board’s portion of the contribution toward the deductible will be deposited into the HSA account on or about July 1, 2020 and fifty percent (50%) of the Board’s portion of the contribution toward the deductible will be deposited into the HSA account on or about January 1, 2021.

- For the July 1, 2021 through June 30, 2022 contract year, the Board will contribute forty-five percent (45%) of the applicable deductible amount into the employee’s established Health Savings Account (“HSA”).

For the July 1, 2021 through June 30, 2022 contract year, fifty percent (50%) of the Board’s portion of the contribution toward the

deductible will be deposited into the HSA account on or about July 1, 2021 and fifty percent (50%) of the Board's portion of the contribution toward the deductible will be deposited into the HSA account on or about January 1, 2022.

- For the July 1, 2022 through June 30, 2023 contract year, the Board will contribute forty-five percent (45%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA").

For the July 1, 2022 through June 30, 2023 contract year, fifty percent (50%) of the Board's portion of the contribution toward the deductible will be deposited into the HSA account on or about July 1, 2022 and fifty percent (50%) of the Board's portion of the contribution toward the deductible will be deposited into the HSA account on or about January 1, 2023.

A new employee shall be eligible for coverage under the health and dental insurance plans offered by the Board effective on the first day of the month subsequent to the date that he/she commences work for the Board.

Additionally, an employee shall receive a prorated contribution toward his/her HSA, if the employee: (a) is hired by the Board after the commencement of the applicable plan year; or (b) he/she elects health insurance after the commencement of the plan year due to a change in status.

The prorated amount of the contribution shall be based on the first day that the employee is covered under the plan through June 30<sup>th</sup> of the applicable contract year.

An employee who resigns, retires or no longer receives health insurance benefits from the Board shall not be eligible any Board contribution toward the HSA upon the occurrence of such event. Under such circumstances, an employee shall be required to reimburse the Board a prorated amount of the money contributed by the Board toward the employee's deductible for such contract year.

The parties acknowledge that the Board's contribution toward the funding of the HDHP is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed teachers. The Board shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment.

5. Dental Full Service for employees, spouse, and dependents up to age twenty-three (23): sealant rider, prosthodontia, orthodontics for children and the expansion of individual overall dental coverage for families. Premium contributions for dental coverage shall be at the rates set forth above for health insurance coverage.
6. One hundred fifty dollars (\$150.00) over two (2) year periods (commencing July 1, 2014) vision care program with benefits and exclusions contained therein for individual active employee, their spouse, and dependents up to age twenty-three (23). This language shall not apply to retirees.

The Board shall maintain an Internal Revenue Code Section 125 pre-tax premium conversion account for teachers so that insurance contributions may be made from pre-tax dollars.

- B. The Board may, at its discretion, change insurance plans, carriers, and/or administrators so long as the terms of the proposed coverage are comparable to the terms of the insurance set forth in this Article.
- C. The Board shall maintain a Section 125 flexible spending account plan allowing teachers to deduct from gross income unreimbursed health expenses and child dependent care expenses subject to limitations and the rules and regulations of the Internal Revenue Service. The Board shall pay the costs of administering the plan.
- D. Annually, each employee may elect to waive the health, vision and dental insurance coverage listed above, and in lieu thereof shall receive an annual payment, excluding taxes, as follows: Single coverage - four hundred dollars (\$400.00); Dual/Family coverage - one thousand dollars (\$1,000.00). The election must be made in writing during the period of open enrollment and each employee shall certify that health insurance coverage is being provided by another source. Said annual payment shall be paid in two (2) equal semi-annual disbursements, with one (1) payment in December and one (1) payment in June. In the event that coverage is waived, the teacher must waive all coverages, including the vision care benefit.

## **ARTICLE XVII**

### **PERSONNEL FILES**

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

**ARTICLE XVIII**  
**SALARIES**

- A. The salaries of all persons covered by this Agreement are set forth in the Appendices which are attached hereto and made part of this Agreement.
  
- B. For previous town public school (either within or outside of North Stonington) or military dependency school teaching experience, full credit on the salary schedule may be granted to new hires for up to six (6) years of successful teaching experience. In addition, the Superintendent, at his or her discretion, may grant credit for up to six (6) years teaching experience in private schools or relevant non-teaching experience. For the candidate presenting more than six (6) years of experience, an evaluation of that experience shall be made by the Superintendent, and he/she shall recommend the appropriate salary schedule placement to the Board of Education. The Board may approve or reject the recommendation. Notwithstanding any provision of this contract to the contrary, a teacher recalled pursuant to Article XXI shall be given full credit for his/her previously credited experience.
  
- C. One (1) year's credit will be given on the salary schedule for teachers who have completed a minimum of one (1) year on active duty in the armed forces. Credit for additional active service may be granted if, in the opinion of the Superintendent and approved by the Board, that active service has the equivalent value of teaching experience.
  
- D. If a person acquired an advanced degree after signing the contract, but not later than the first day of the school year, he/she shall be awarded the added increment that goes with the advanced degree in accordance with Article XII - Professional Development and Educational Improvement, Section B, but this will not be retroactive prior to the awarding of the degree. However, a statement from the dean, registrar, or other responsible college official stating that all requirements for the degree have been met, will be considered as the equivalent of a teacher actually possessing the degree even though the formal awarding of the degree may not take place until the regular commencement of the college. Notwithstanding this provision, to advance laterally on the salary schedule in any given year, the teacher must provide notice by February 1 of the previous school year to the Superintendent of Schools that he or she intends to complete necessary degree or program requirements. Approval for coursework or course reimbursement shall not constitute the notice provided in this section.
  
- E. The Board or its administration may discipline a teacher, including the withholding of an increment or salary increase with just cause. The following year the teacher would be restored to the level of pay he or she would have attained had the disciplinary action not occurred.

**ARTICLE XIX**  
**PARENT-TEACHER CONFERENCES**

- A. The Board and the Association agree that parent-teacher conferences shall be conducted in the following manner:
1. At both the elementary and secondary levels, there shall be two (2) evening parent-teacher conferences per year. Precise dates for parent-teacher conferences for each school year shall be determined by the Superintendent after consultation with the Association and the Administration. In addition to the parent-teacher conferences, the building principal, in consultation with the Superintendent, may designate one (1) evening session for the purpose of Open House or other programs. The Principal shall determine when such program shall occur.
  2. The parties agree that the Board may schedule partial days for students in its discretion, and utilize the remainder of the teacher work day on such days for parent-teacher conferences or other activities in support of the instructional programs in the schools.
  3. In addition to the evening sessions described herein above the Board may designate one evening per year at the elementary level and the secondary level for either a parent teacher conference or an open house.

**ARTICLE XX**  
**WORK CONDITIONS**

- A. Teachers shall be expected to participate actively in those professional activities which contribute to the educational program. The total number of meetings that any teacher shall be obligated to attend shall not exceed two (2) per month in the category of building principal (faculty) meetings; no more than one (1) per month in the category of department or grade level meetings; no more than one (1) per month in the category of those meetings called by the Superintendent or the Special Services Director. Each of the aforementioned meetings shall not exceed sixty-five (65) minutes in length, to begin no later than fifteen (15) minutes after students' dismissal. The above limitations shall not be applicable to meetings of voluntary committees, or in the event the Superintendent or building principals feels a bona fide emergency exists.

The two (2) days prior to the opening of school shall not count toward the meetings set forth herein.

- B. Before employment as a new teacher, each teacher must submit a physician's statement certifying as to a complete physical. This is to be done at the teacher's own expense. Teachers will be required to have a tuberculosis screening in accordance with health guidelines. This will be at the expense of the Board.

- C. Every teacher shall have physical examinations, as required by the Board, by a physician of the Board's choice. The Board agrees to assume the cost of such examinations, after the teacher has submitted the cost of such an examination to the appropriate insurance carrier, for whatever payments they may provide. Teachers wishing to use their own personal physician may do so at their own expense.
- D. Compensation for part time teachers shall be determined by reference to the number of teaching periods assigned. Compensation shall be calculated at .2 of base salary for each class taught, provided this shall not prejudice the Board in its right to assign full time teachers more than five (5) courses as allowed under other provisions of this Agreement. Part time teachers shall be assigned duties on a pro rata basis. Such teachers working less than .5 full time equivalents shall be ineligible for any insurance benefits set forth in Article XVI and teachers working .5 or more full time teaching equivalents shall receive such benefits on a pro rata basis. In determining the cost of such prorated benefits, the premium share contribution made by full time teachers shall first be deducted from the cost of insurance benefits assessed against the teacher. Other benefits as described in this contract shall be allocated to part-time teachers on a pro-rata basis. Part-time teachers are expected to attend professional development activities as directed by the Superintendent.
- E. Bargaining unit members shall either attend or chaperone a minimum of one (1) evening school event (excluding sport events) each contract year, in accordance with the needs of the school (as determined by the building administrator or his/her designee).

If the requisite number of bargaining unit members do not sign up for the event/trip, bargaining unit members shall be assigned to one (1) event/trip within the school the event/trip relates to, in inverse order of seniority.

Bargaining unit members who cannot attend the assigned activity may, with the prior approval of the school administrator, exchange such assigned activity with another bargaining unit member.

- F. On an annual basis, all bargaining unit members shall attend one (1) promotion/graduation ceremony, for the school he/she is regularly assigned to work in, unless excused, in writing, by the bargaining unit members' regular school administrator or his/her designee.

It is understood that attendance at the graduation of a member of the teachers' family shall not satisfy the requirement set forth herein.



**ARTICLE XXI**  
**SEPARATION OF STAFF**

**A. General Statement of Policy**

It is recognized that under Sections 10-220 and 10-4a of the Connecticut General Statutes, the Board 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 procedure is adopted to provide a fair and orderly process should such eliminations become necessary.

**B. Reasons for Elimination of Professional Staff Positions**

It is recognized that the Board has the sole and exclusive prerogative to eliminate professional staff positions consistent with the provisions of the State Statutes. 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.

**C. Definitions**

1. As used herein, the term "days" shall mean calendar days.
2. As used herein, the term "teacher" shall apply to any employee of the Board who holds a regular certificate issued by the Connecticut State Board of Education and is employed in a teaching or administrative position below the rank of Superintendent.

**D. Procedure**

1. The Board may, in the first instance, exercise its rights 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.
2. Prior to commencing action to terminate teacher contracts under this procedure, the Board will give due consideration to its ability to effectuate position elimination and/or reduction in staff by:
  - a. voluntary retirements
  - b. voluntary resignations
  - c. transfer of existing staff members
  - d. voluntary leaves of absence

3. 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.
4. The following criteria will be used to select those employees whose contracts are to be considered for termination as a consequence of elimination of professional staff positions.
  - a. Tenure Status. 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 attained tenure status 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-tenure teachers, in addition to positions which are open and available.

- b. Other Criteria. Within the separate categories of tenure teachers and non-tenure teachers, the following criteria will be considered (not listed in sequential order):
  - 1) Areas of certification;
  - 2) Teaching experience in other positions which may be available;
  - 3) Total years of experience in the North Stonington school system;
  - 4) Total years of experience in teaching;
  - 5) Qualification and ability, as determined by an objective evaluation of the teacher's performance;
  - 6) Degree status.

Within the aforementioned criteria, when two (2) or more positions must be eliminated with a consequent reduction in staff, when in the judgment of the Superintendent, teachers under consideration for layoff have similar skills and abilities, the least senior teacher in the North Stonington School System shall be laid off.

Seniority will be determined by using total years of service in the North Stonington Public Schools, regardless of whether such service is continuous or interrupted. Employees ineligible to receive credit toward seniority are as follows:

- Employees holding Durational Shortage Area Permits (DSAP)

- Employees serving as substitute teachers.

**E. Policy Provisions Not Applicable to Promotions**

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

**F. Recall Procedure**

If the contract of employment of a teacher is terminated because of elimination of positions, the name of the teacher shall be placed on a re-appointment list and remain on such list for a period of twenty-seven (27) months unless such teacher obtains employment as a public school teacher in another district during that period. If a position becomes open during such twenty-seven (27) month period, and the teacher has been selected by the Board 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/her last known address, at least thirty (30) days prior to the anticipated date of re-employment. In determining whether a teacher is qualified for re-appointment, the Board shall consider the criteria as set forth in Part D.4 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. If the teacher rejects the appointment offer, or does not respond according to this procedure within ten (10) days, then the name of the teacher will be removed from the recall list.

**ARTICLE XXII**  
**BOARD RIGHTS**

The Association recognizes that all rights, powers, authority and prerogatives of the Board, to the extent as provided by the then existing law, shall remain exclusively vested in the Board unless specifically limited by the express provisions of this Agreement.

**ARTICLE XXIII**  
**SEVERABILITY**

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

**ARTICLE XXIV**  
**SERVICE REPRESENTATIVE FEE**

Teachers employed by the Board may elect to become members of the Association and pay

Association dues.

The Board agrees to deduct from such teachers' pay an amount equal to the dues set forth by the Association by means of payroll deductions. The teacher may elect to pay a lump sum amount directly to the Association. The amount of dues to be in effect during a given school year shall be certified by the Association to the Board prior to the opening of school each year.

The Board agrees to forward to the Association Treasurer each month a check for the amount of money deducted during the prior month.

No later than November 1<sup>st</sup> the Association shall provide the Board with a list of those teachers who have made full payment of membership dues.

No later than the first paycheck in October of each school year, the Board shall provide the Association with a list of all certified employees. The Board shall notify the Association, upon written request, of any changes in said list.

The Association shall indemnify the Board and hold the Board harmless against any and all claims, demands, suits or other form of liability that may arise out of, or by reason of, any action taken by the Board for the purpose of complying with the provisions of this Article.

**ARTICLE XXV**  
**EMPLOYEE RIGHTS**

No teacher shall be disciplined without just cause.

Verbal warnings and written warnings shall not be subject to arbitration under Article VI.

**ARTICLE XXVI**  
**DURATION OF CONTRACT**

The provisions of this Agreement which are effective as of July 1, 2020 shall continue and remain in full force and effect to and including June 30, 2023. In the event the Board adopts a new teaching schedule or configuration not contemplated in this Agreement, such as block scheduling, the parties agree to reopen any term of this Agreement affected by such schedule or configuration for the purpose of resolving the impact of this change pursuant to mid-stream negotiations under §§10-153a, *et seq.*, of the General Statutes.

If the total cost of a group health plan or plans offered under this Agreement meets the thresholds that would trigger an excise tax under the Internal Revenue Code Section 4980I, the parties agree to reopen this Agreement for the sole purpose of negotiating over health insurance.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 8  
day of JANUARY, 2020 at North Stonington, Connecticut.

NORTH STONINGTON EDUCATION ASSOCIATION

Date 1-8-2020

By [Signature]

NORTH STONINGTON BOARD OF EDUCATION

Date 1/8/2020

By [Signature]

IN THE PRESENCE OF:

Roberta T. McCarty

**APPENDIX A**  
**2020-2021 Salary Schedule**

<b>STEP</b>	<b>BA</b>	<b>MA</b>	<b>6TH</b>
<b>1</b>	\$41,265	\$45,673	\$50,060
<b>2</b>	\$43,279	\$47,924	\$52,389
<b>3</b>	\$45,391	\$50,287	\$54,824
<b>4</b>	\$47,605	\$52,766	\$57,374
<b>5</b>	\$49,927	\$55,366	\$60,041
<b>6</b>	\$52,363	\$58,095	\$62,835
<b>7</b>	\$54,918	\$60,960	\$65,757
<b>8</b>	\$57,598	\$63,966	\$68,815
<b>9</b>	\$60,408	\$67,118	\$72,014
<b>10</b>	\$63,356	\$70,428	\$75,362
<b>11</b>	\$66,448	\$73,899	\$78,867
<b>12</b>	\$69,286	\$77,053	\$82,283
<b>13</b>	\$72,286	\$80,206	\$85,698
<b>14</b>	\$75,145	\$83,573	\$89,176

There shall be no step movement during the July 1, 2020 through June 30, 2021 contract year.

**APPENDIX B**  
**2021-2022 Salary Schedule**

<b>STEP</b>	<b>BA</b>	<b>MA</b>	<b>6TH</b>
<b>1</b>	\$41,265	\$45,673	\$50,060
<b>2</b>	\$43,279	\$47,924	\$52,389
<b>3</b>	\$45,391	\$50,287	\$54,824
<b>4</b>	\$47,605	\$52,766	\$57,374
<b>5</b>	\$49,927	\$55,366	\$60,041
<b>6</b>	\$52,363	\$58,095	\$62,835
<b>7</b>	\$54,918	\$60,960	\$65,757
<b>8</b>	\$57,598	\$63,966	\$68,815
<b>9</b>	\$60,408	\$67,118	\$72,014
<b>10</b>	\$63,356	\$70,428	\$75,362
<b>11</b>	\$66,448	\$73,899	\$78,867
<b>12</b>	\$69,286	\$77,053	\$82,283
<b>13</b>	\$72,286	\$80,206	\$85,698
<b>14</b>	\$76,084	\$84,618	\$90,291

Effective July 1, 2021, employees eligible for step movement shall move up one (1) step from their 2020-2021 step placement.

**APPENDIX C**  
**2022-2023 Salary Schedule**

<b>STEP</b>	<b>BA</b>	<b>MA</b>	<b>6TH</b>
<b>1</b>	\$41,327	\$45,742	\$50,135
<b>2</b>	\$43,344	\$47,996	\$52,468
<b>3</b>	\$45,459	\$50,362	\$54,906
<b>4</b>	\$47,676	\$52,845	\$57,460
<b>5</b>	\$50,002	\$55,449	\$60,131
<b>6</b>	\$52,442	\$58,182	\$62,929
<b>7</b>	\$55,000	\$61,051	\$65,856
<b>8</b>	\$57,684	\$64,062	\$68,918
<b>9</b>	\$60,499	\$67,219	\$72,122
<b>10</b>	\$63,451	\$70,534	\$75,475
<b>11</b>	\$66,548	\$74,010	\$78,985
<b>12</b>	\$69,390	\$77,169	\$82,406
<b>13</b>	\$72,394	\$80,326	\$85,827
<b>14</b>	\$77,225	\$85,887	\$91,645

Effective July 1, 2022, employees eligible for step movement shall move up one (1) step from their 2021-2022 step placement.



**APPENDIX D**

THE BOARD RESERVES THE RIGHT TO REVIEW AND RE-APPOINT  
INDIVIDUALS TO EXTRA-DUTY POSITIONS ON AN ANNUAL BASIS

**ACTIVITY AND OTHER POSITIONS:**

	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>
Yearbook Advisor	\$6,013	\$6,088	\$6,179
Drama Club Advisor	\$4,016	\$4,066	\$4,127
Class Advisor - Grade 12*	\$2,953	\$2,990	\$3,035
Website Coordinator	\$2774	\$2,809	\$2,851
Band Director	\$2,953	\$2,990	\$3,035
Choral Director	\$2,953	\$2,990	\$3,035
AV Coordinator - Elementary	\$2,007	\$2,032	\$2,062
Class Advisor – Grade 6	\$590	\$597	\$606
Class Advisor – Grade 11	\$1,771	\$1,793	\$1,820
Class Advisor - Grade 8**	\$1,416	\$1,434	\$1,456
Class Advisor – Grade 9	\$1,180	\$1,195	\$1,213
Class Advisor – Grade 10	\$1,180	\$1,195	\$1,213
Memory Book	\$1,180	\$1,195	\$1,213
Elementary Drama Coach	\$1,180	\$1,195	\$1,213
National Honor Society Advisor - High School	\$724	\$733	\$744
Student Council Advisor - High School	\$724	\$733	\$744
Student Council – Middle School	\$590	\$597	\$606
Class Advisor – Grade 7	\$590	\$597	\$606
Debate Club Advisor	\$1,433	\$1,451	\$1,473
Studio	\$4,726	\$4,785	\$4,857
Senior Project Coordinator	\$2,363	\$2,393	\$2,429

\* Advisor will follow a class grade 9-12, whenever possible

\*\* Advisor will follow a class grade 7 & 8, whenever possible

\*\*\* Duties performed by event planner that are specific to classes shall be performed by the grade level advisor

If more than one person performs the duties of an activity the compensation shall be divided equitably among them.

A district wide Program Supervisor for the Middle and High Schools with an annual stipend of \$3,500.00 for each of the following disciplines:

- Math
- English
- Social Studies
- Science
- Unified Arts

A Program Supervisor cannot hold more than one (1) Program Supervisor position simultaneously.

In the event that the Board hires a Curriculum Director, the aforementioned Program Supervisor positions will immediately sunset and the stipend for the applicable contract year will be prorated.

THE BOARD RESERVES THE RIGHT TO REVIEW AND RE-APPOINT INDIVIDUALS TO EXTRA-DUTY POSITIONS ON AN ANNUAL BASIS

**ATHLETIC:**

	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>
Middle School Athletic Director*	\$4,133	\$4,185	\$4,248
High School Athletic Director*	\$7,676	\$7,772	\$7,889
Basketball - Boys Varsity	\$5,315	\$5,381	\$5,426
Basketball - Girls Varsity	\$5,315	\$5,381	\$5,426
Baseball - Boys Varsity	\$4,844	\$4,905	\$4,979
Softball - Girls Varsity	\$4,844	\$4,905	\$4,979
Cheerleading - Varsity	\$4,844	\$4,905	\$4,979
Cheerleading - JV	\$3,250	\$3,291	\$3,340
Cross Country - Boys Varsity**	\$4,844	\$4,905	\$4,979
Cross Country - Girls Varsity**	\$4,844	\$4,905	\$4,979
Golf - Varsity	\$4,844	\$4,905	\$4,979
Soccer - Varsity	\$4,844	\$4,905	\$4,979
Tennis - Varsity	\$4,844	\$4,905	\$4,979
Volleyball - Varsity	\$4,844	\$4,905	\$4,979
Basketball - Boys JV	\$3,662	\$3,708	\$3,764
Basketball - Girls JV	\$3,662	\$3,708	\$3,764
Soccer - JV	\$3,250	\$3,291	\$3,340
Baseball - Boys JV or MS	\$3,250	\$3,291	\$3,340
Softball - Girls JV or MS	\$3,250	\$3,291	\$3,340
Volleyball - JV	\$3,250	\$3,291	\$3,340
Basketball - Boys MS	\$2,657	\$2,690	\$2,730
Basketball - Girls MS	\$2,657	\$2,690	\$2,730
Cheerleading - MS	\$2,363	\$2,393	\$2,429

Cross Country - Boys MS***	\$2,363	\$2,393	\$2,429
Cross Country - Girls MS***	\$2,363	\$2,393	\$2,429
Soccer - MS	\$2,363	\$2,393	\$2,429
Lacrosse – Boys Varsity	\$4,844	\$4,905	\$4,979
Lacrosse – Boys JV	\$3,250	\$3,291	\$3,340
Lacrosse – Girls Varsity	\$4,844	\$4,905	\$4,979
Lacrosse – Girls JV	\$3,250	\$3,291	\$3,340

\*In the event that the bargaining unit member who served the dual role of Middle School Athletic Director and High School Athletic Director during the 2016-2017 contract year continues to serve in both capacities, she shall receive the combined Middle School Athletic Director and High School Athletic Director stipends during subsequent contract years that she acts in both capacities. Additionally, she shall continue to work as a 1.0 teacher.

Once such bargaining unit member ceases to act in both capacities, it shall be at the Board’s discretion whether to maintain the dual capacity or separate the two stipend positions. If the Board separates the two stipend positions, the stipends set forth above shall apply to the two (2) positions; if the Board maintains the dual role, “\*\*\*\*\*” below shall apply.

\*\*If one person coaches both boys and girls varsity, the total percent for that person will be \$5,906 in 2020-2021 and \$5,980 in 2021-2022 and \$6,070 in 2022-2023.

\*\*\*If one person coaches both boys and girls MS, the total percent for that person will be \$3,250 in 2020-2021 and \$3,291 in 2021-2022 and \$3,340 in 2022-2023.

\*\*\*\*Except as set forth above under “\*”, if one person serves as both middle school and high school athletic director, the total percent for that person will be seventy-five percent (75%) of the stipend amount for each position.

The Board and the Association agree that it is in the best interest of the students that qualified teachers be the athletic coaches. The Association agrees to strongly promote this concept within its membership.

During the July 1, 2020 through June 30, 2021 contract year, the Board and the Association agree to form a committee comprised of four (4) individuals selected by the Board (from its’ members and the Administration) and four (4) individuals selected by the Association (from its’ members) to address revisions to the stipends for the positions set forth under Appendix D. The committee shall commence meeting no later than March 1, 2021 and shall reach a decision by April 30, 2021. The decision of the committee with respect to the stipend for each position will be determined by majority vote of the committee. Final approval of a new stipend schedule shall be subject to ratification by all parties. Should the parties fail to ratify a new stipend schedule, the current schedule shall remain in effect, subject to any negotiated increase to the stipend account.

**APPENDIX E**

**DEDUCTION AUTHORIZATION FORM**

Name \_\_\_\_\_

Address \_\_\_\_\_

School \_\_\_\_\_

I hereby request and authorize the North Stonington Board of Education to deduct from my earnings and transmit to the organizations listed an amount sufficient to cover the dues of the same.

Deductions referred to in Section B, Article XIV shall be made on each pay period at a rate to be determined by the North Stonington Education Association in September of each year. All other deductions will be made as authorized by the individual.

ORGANIZATIONS

1. Connecticut State Income Tax
2. Rhode Island State Income Tax
3. North Stonington Education Association
4. Connecticut Education Association
5. National Education Association
6. Core Plus Credit Union
7. Tax Sheltered Annuity
8. Insurance contributions authorized under Article XVI

\_\_\_\_\_  
Employee Signature