# PROFESSIONAL AGREEMENT

**BETWEEN THE** 

### **CANTERBURY BOARD OF EDUCATION**

**AND THE** 

### **CANTERBURY EDUCATION ASSOCIATION**

July 1, 2019 - June 30, 2022

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#### **PREAMBLE**

This Agreement is negotiated under Section 10-153b through 10-153f of the General Statutes of the State of Connecticut, as amended, in order to fix for its term the salaries and all other conditions of employment provided herein.

The Board and the Association recognize the importance of responsible participation by the entire professional staff in the educational process, planning, development, and growth. To this end, they agree to maintain communication, to inform about programs, to guide in development, and to assist in planning growth either by committee, individual consultation, or designated representatives.

The teachers' signatures on the annual salary agreement signify acceptance of the provisions of the prevailing Professional Agreement between the Canterbury Board of Education and the Canterbury Education Association.

Teachers may terminate their contract for good reason by submitting at least thirty (30) days' written notice.

This Agreement shall constitute the policy of the Board and the Association in the subject areas covered by the Agreement for the duration of the Agreement, unless changed by the mutual consent of both parties. Such mutually consented change shall be in writing and in accordance with rules and regulations of this Agreement.

This Agreement is made and entered into by and between the Canterbury Board of Education (hereinafter referred to as the "Board") and the Canterbury Education Association (hereinafter referred to as the "Association")

# ARTICLE I ASSOCIATION RECOGNITION

1.1 The Board hereby recognizes the Association as the exclusive representative, as defined in Section 10-153b through 10-153f of the Connecticut General Statutes as amended, for the entire group of certified professional employees of the Board who do not require an 092 certificate to perform their duties but do require teaching or special certificates and employees holding a durational shortage area permit, other than temporary substitutes, and who are excluded from the purview of the aforementioned statute.

### 1.2 <u>Durational Shortage Area Permit (DSAP)</u>

A. Teachers holding a DSAP shall be covered by all the terms and conditions of the collective bargaining Agreement, except Article VIII (Teaching Assignment), Paragraph 8.6; Article IX (Leave Provisions) Paragraphs 9.3B (Child-rearing Leave), and 9.7 (Sabbatical Leave); Article XVI (Reimbursement of Tuition); and Article XVIII (Reduction In Professional Staff).

- B. A DSAP holder shall not accrue seniority or length of service for any purpose in the Canterbury Public School System. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained by the Board as a teacher after receiving such certification, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of hire by the Board.
- C. The Board shall have the right 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.
- 1.3 Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement shall refer to all employees in the above unit.

#### 1.4. Substitute Teachers

- A "substitute teacher" shall be defined as a certified teacher employed temporarily to fill a position held by a member of the bargaining unit while that member is on medical, maternity, or other approved leave, or to fill temporarily a vacant position until a teacher is employed.
- B. Substitute teachers employed for fewer than forty (40) consecutive days in any given school year shall be paid at the daily rate of pay set by the Board and shall receive no benefits under this Agreement.
- C. Certified substitute teachers employed for more than forty (40) consecutive days in the same assignment shall be paid per diem in accordance with the first step of the bachelor salary schedule and receive no benefits under this Agreement other than five (5) sick days.

# ARTICLE II MANAGEMENT RIGHTS

- 2.1 It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility, and prerogative to direct the operation of the school system in all its aspects, including but not limited to the following:
  - A. To create, abolish, or maintain programs and other educational activities as, in its judgment, will best serve the interest of the school district;
  - B. To decide the need and type of facilities;
  - C. To determine the care, maintenance, and operation of the buildings, lands, apparatus, and other facilities and property in its control;
  - D. To employ, assign, and transfer teachers, and to prescribe and enforce reasonable

rules and regulations for the maintenance of discipline and for the performance of work in accordance with the operation of the school system, provided such rules and regulations are made known in a responsible manner to the teachers affected by them;

- E. To determine the number, age and qualifications of the pupils admitted into each school;
- F. To suspend or dismiss teachers of the schools in keeping with state statutes;
- G. To make such provisions as will enable each child of school age residing in the town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable;
- H. To decide the curricula (e.g. textbooks, tapes, various media, etc.) to be used;
- I. To prepare and submit budgets and, in its sole discretion; expend monies appropriated by the town for the maintenance of the schools;
- J. To make transfers of funds within the appropriate budget as it shall deem desirable; and
- K. In general, to control, supervise, and manage the operations of the school district and its teachers under governing laws, and to establish or continue policies, practices, and procedures from the conduct of Board business in the management of its operation, and from time to time to change or abolish such policies, practices, or procedures.
- 2.2 These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of the specific terms and provisions of this Agreement.

# ARTICLE III GRIEVANCE PROCEDURE

#### 3.1 Purpose

A. The purpose of this procedure is to secure, at the lowest possible administration 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.

#### 3.2.1 **Definitions**

A. "Grievance" shall mean a dispute by a teacher, or a group of teachers, or the

Association arising over the interpretation or application of any provision of this Agreement or an alleged violation of this Agreement.

- B. "Party in interest" shall mean the aggrieved teacher, the Association as designated representative of the grievant, and any person or persons who might be required to take action or against whom action might be taken in order to resolve a grievance.
- C. "Days" shall mean school days. During the summer, days shall mean Monday through Friday.

#### 3.3 Time Limits

- A. The number of days indicated at each step shall be considered as maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
- B. If a teacher does not file a grievance in writing within thirty (30) days after he or she knew or should have known of the act or condition on which the grievance is based, then the grievance shall be waived.
- C. Grievances shall be in writing and shall state the nature and particulars of the grievance, the relief sought, and the specific provisions of the agreement allegedly violated or misinterpreted.
- D. Failure to appeal a grievance to the next level within the so specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure of any party to answer within the specified time limits shall be deemed a denial of the grievance, so that the grievance may be processed to the next step.

#### 3.4 Informal Procedures

If a teacher feels that he or she may have a grievance, he or she may first discuss the matter with his or her Principal or other appropriate administrator in an effort to resolve the problem informally.

#### 3.5 Formal Procedures

#### A. Level One - School Principal

- 1. If an aggrieved teacher is not satisfied with the outcome of the informal procedures, he or she may, within five (5) days, present his or her claim as a written grievance to his or her Principal or other appropriate administrator.
- 2. The Principal shall, within five (5) days after receipt of the written grievance, render his or her decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the President of the Association.

#### B. Level Two - Superintendent of Schools

- 1. If the aggrieved teacher is not satisfied with the disposition of his or her grievance at Level One, he or she may, within three (3) days after the decision, or within eight (8) days after his or her formal presentation, file a written grievance with the Association for referral to the Superintendent of Schools.
- 2. The Association shall, within the next succeeding five (5) days, refer the grievance to the Superintendent.
- 3. The Superintendent shall, within ten (10) days after receipt of the referral, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance.
- 4. The Superintendent shall, within three (3) days after the meeting with the aggrieved teacher, render his or her decision to the aggrieved teacher, with a copy to the President of the Association.

#### C. Level Three - Board of Education

- 1. If the aggrieved teacher is not satisfied with the disposition of his or her grievance at Level Two, he or she may within three (3) days after the decision, or if no decision has been rendered, within six (6) days after the hearing, file the grievance with the Association for appeal to the Board of Education.
- 2. The Association shall, within three (3) days after receipt, refer the appeal to the Board of Education.
- 3. The Board of Education shall, within fifteen (15) days after receipt of the appeal, meet with the aggrieved teacher and with representatives of the Association, for the purpose of resolving the grievance.

#### D. Level Four - Arbitration

- 1. If the aggrieved teacher is not satisfied with the disposition of his or her grievance at Level Three, he or she may, within three (3) days after the decision, or if no decision has been rendered in ten (10) days after the meeting with the Board, request in writing to the President of the Association that his or her grievance be submitted to arbitration. No teacher may proceed to Level Four on his or her own. Only the Association may submit a grievance to arbitration.
- 2. In the event the Association deems the grievance meritorious, it may, within five (5) days after receipt of such request, but no later than eight (8) days after the Board's decision, submit the grievance to arbitration by so notifying the Board in writing, and by filing a demand for arbitration under the Voluntary Labor

Arbitration Rules of either the American Arbitration Association (AAA) or the American Dispute Resolution Center (ADRC) requesting either expedited or regular arbitration. The AAA or ADRC shall act as the administrator of the proceedings.

- 3. The Arbitrator shall hear only one (1) grievance at a time. His or her decision will be in writing and set forth his or her findings of fact, reasoning, and conclusions with regard to the issue before him or her. The Arbitrator will have no authority to add to, subtract from, or modify the language of this Agreement; nor shall he or she have the power or authority to make any decisions which require the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the Arbitrator shall be final and binding upon all parties.
- 4. In the event the Association or the Board of Education believes a grievance is not arbitrable, either may elect to have the issue of arbitrability determined by an Arbitrator, in which case arbitration proceedings shall be held in abeyance.
- 5. The costs for the services of the Arbitrator shall be borne equally by the Board and the Association.

#### 3.6 Rights of Teachers to Representation

- A. 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.
- B. Any party in interest may choose to be represented by the Association at any level of the grievance procedure.
- C. The Association may, if it so desires, call upon the professional services of the Connecticut Education Association for consultation and assistance at any stage of the procedure.

#### 3.7 Miscellaneous

- A. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from personnel files of the participants.
- B. Forms for filing and processing grievances, and other necessary documents, shall be prepared by the Association with the approval of the Superintendent, and made available through the Association to facilitate operation of the grievance procedure.
- C. All documents and records dealing with the process of a grievance will only be made available or exposed to anyone outside of the Canterbury Board of Education or their

representatives with the prior approval of the Association and the Canterbury Board of Education, except when otherwise required by law. When a request is made for grievance material under the FOIA, the teacher whose grievance is asked for will be notified in writing.

- D. A copy of all documents and records dealing with the grievance will be made available to the grievant within three (3) days after receipt of a written request.
- E. If, in the judgment of the Association and the Superintendent, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level Two of the grievance procedure.

# ARTICLE IV CLASS SIZE

- 4.1 For the school year(s) covered by this Agreement, class size will be limited as follows:
  - A. Pre-K..... Eighteen (18) students.
  - B. Kindergarten...... Twenty (20) students.
  - C. Grade 1.....Twenty-two (22) students.
  - D. Grades 2-4..... Twenty-four (24) students.
  - E. Grades 5-8.....Twenty-six (26) students.
- 4.2 In the event that class size shall exceed these figures, the administration will confer with the teacher involved within five (5) school days, and explore some positive action to alleviate the situation.
- 4.3 It is further understood, however, that no exploration will be required if the maximum numbers, as set forth above, are exceeded after May 1<sup>st</sup>.

### ARTICLE V WORK DAY

#### 5.1 Work Day

A. The workday for teachers shall be from 8:00 a.m. to 3:30 p.m. The Board will determine the starting and dismissal time of students, and administrators may schedule teacher meetings at their discretion. In an emergency situation, as stipulated by the Board, the Superintendent can determine the starting and dismissal

time of students. The time period between the teacher's arrival/departure to/from school and that of the starting and dismissal time for students shall not be considered preparation time for teachers within the meaning of preparation time found in Section 5.4 (Preparation Time) herein.

B. The above-stated hours shall be in effect except for the following:

#### 1. Open House

Teachers agree to participate in up to two (2) evening programs per year. The purpose of the programs is for open house or other school wide activities that promote parent/community interaction with the school.

#### 2. After-school Faculty Meetings

Teachers agree to participate in up to ten (10) meetings per year. Faculty meetings will be organizational or informational in nature. They will begin within ten (10) minutes after the end of the school day and normally will not last longer than sixty (60) minutes. A tentative schedule will be established at the first meeting of the school year. Staff members may be excused from such meeting if prior arrangements are made with the principal.

- 3. Parent-Teacher Conferences will be scheduled by the administration for two (2) days, up to three (3) times each year. Conferences will generally be scheduled between 1:15 p.m. and 7:00 p.m.
- 4. Teachers shall participate in individual parent/teacher conferences as necessary.
- 5. Teachers shall provide extra help to students who may need it.
- As stipulated by law, PPT meetings will be scheduled at the convenience of the parent or guardian. Building administrators will make a reasonable effort not to schedule such meetings during the teacher's individual preparation and planning period.
- 5.3 All teachers shall have an uninterrupted duty-free lunch period of at least the same duration as that of the students. The daily lunch period shall not be less than thirty (30) minutes.

#### 5.4 Preparation Periods

A. Each full-time teacher in Pre-K through Grade 4 shall have, in addition to a duty-free lunch, a daily preparation period of no less than thirty (30) minutes totaling a minimum of one hundred eighty (180 minutes) per week. On school days with an unscheduled early dismissal or unscheduled late opening, teachers may not receive a preparation period. For weeks where there are unscheduled late openings or unscheduled early dismissals, the minimum total for preparation periods shall be reduced thirty (30) minutes for each day with an unscheduled late opening or unscheduled early dismissal.

B. Each full-time teacher in Grades 5 through 8 shall have, in addition to a duty-free lunch period, a daily preparation period equivalent to that of an academic period. On school days with an unscheduled early dismissal or unscheduled late opening, teachers may not receive a preparation period.

#### 5.5 **Duties**

- A. All teachers will be assigned two (2) duties per week. A third duty per week may be assigned to a teacher in the event that coverage is needed as determined by the building principal. The principal will make every attempt to minimize duties and duty assignments shall be shared on an equitable basis by the teachers. Duties shall be defined as bus duty, recess duty, lunch duty, detention and hall duty, and shall not include any responsibilities that are provided compensation under Appendix B (Extra Pay For Extra Duty). Building principals shall make all efforts, within available resources, to equalize total time of duty assignments of teachers per week.
- B. The President of the Canterbury Education Association shall be assigned no additional duties beyond his/her teaching assignment and be free to carry on Association business and leave the building during school hours except during his/her teaching periods.

#### 5.6 Team Planning

- A. The Board agrees with the middle school concept and supports weekly team planning as is practicable, in the judgment of the Superintendent, within staffing and budget limitations.
- B. The Board agrees with the concept and gives its support that all elementary school teachers have a minimum of one weekly common planning period per grade level as is practicable, in the judgment of the Superintendent, within staffing and budget limitations.

### 5.8 Teaching a Non-scheduled Class

If an emergency situation arises in which a teacher must leave during the school day, assignments to teachers to cover classes to which they are not normally assigned shall be balanced equitably among available staff. Staff members will be considered available for this assignment if they are not previously scheduled to teach a class.

### ARTICLE VI EMPLOYMENT YEAR

6.1 The employment year for teachers in the Canterbury School System will be one hundred eighty-five (185) days. The employment year for newly hired teachers shall not exceed one hundred eighty-seven (187) days.

- 6.2 The employment year shall include four (4) in-service days for all teachers and six (6) inservice days for newly hired teachers.
- 6.3 Teachers on a ten (10) month contract shall have all holidays and school vacations as provided in the school calendar.
- 6.4 The school calendar and scheduled vacations established by the Board will be incorporated into the contract not later than June 30 for the ensuing academic year. The Superintendent of Schools will consult with the Association President prior to making any necessary changes in the calendar after June 30.

# ARTICLE VII TEACHING ASSIGNMENT

- 7.1 All teachers initially employed by the Board shall receive their building, grade and/or subject assignments from the Superintendent of Schools.
- 7.2 Teachers already in the system shall receive notification from the Superintendent of Schools of their area of teaching for the ensuing school year prior to the close of the current school year.
- 7.3 Teachers shall be notified in writing by the Superintendent of Schools of any changes in their programs for the ensuing school year, including the grades and/or subjects that they will teach and any special or unusual classes or assignments that they will have. In the event of a change in circumstances or conditions during the months of May through August (including, but not limited to, resignations, death, promotion, or leave of absence), such assignments may be changed by the Superintendent, with prompt notice in writing to both the teacher and the Association.
- 7.4 Teacher assignments shall be made without regard to age, race, creed, color, religion, nationality, disability, past or present history of mental disorder, sexual orientation, sex or marital status or pregnancy.
- 7.5 The assignment and transfer of teachers is the responsibility of the Superintendent of Schools.

#### 7.6 Vacancies and Transfers

#### A. Vacancies

 A vacancy shall be defined as a bargaining unit position, which the Board has, in its sole discretion, decided to fill, caused by death, retirement, discharge, resignation, leave of absence, or the creation of a new position.

- 2. When a bargaining unit vacancy occurs in a building or program, the vacant position shall be posted in the buildings and the President of the Association shall receive a copy of the posting. The posted vacancies shall set forth the qualifications and job description for the vacant position.
- 3. All bargaining unit vacancies shall be posted in the buildings and the Superintendent's office for a minimum of ten (10) school days, or ten (10) business days during the summer months.
- 4. Any teacher who desires to apply for any vacancy shall submit a written letter of intent for any vacant position with the office of the Superintendent within the time limit specified in the posting.
- 5. The Board of Education prefers, as a matter of policy, to fill open positions from within the bargaining unit but reserves the right to fill such positions with outside applicants if they are more qualified than bargaining unit applicants. Where applicants for an open position are deemed to be equal in qualifications preference shall be given in filling the position to bargaining unit members. Where two (2) or more bargaining unit members are deemed to be equal in qualifications for the open position, the unit member with the greatest seniority shall be awarded the position. Seniority for the purposes of this Article is defined as the total number of years as a certified employee of the Board of Education.

#### B. Transfers

- A transfer, either voluntary or involuntary, shall be defined as the placement of a teacher in a different area of certification, grade level and/or building.
- 2. All voluntary transfers shall be governed by subparagraph A, herein.
- 3. Where an involuntary transfer is necessary and when two (2) or more bargaining members are deemed to be equal in qualifications, the unit member with the least seniority shall be involuntarily transferred. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent at which time, the teacher shall be notified in writing of the reason for the transfer.

# ARTICLE VIII LEAVE PROVISIONS

#### 8.1 Sick Leave

A. Under the provisions of Sec. 10-156 of Connecticut State Statutes, teachers shall be entitled to fifteen (15) working days of sick leave in each year to be available on the first day of school each year.

- B. Unused sick leave may be accumulated to a maximum of one hundred seventy (170) days. Accumulated sick leave in excess of one hundred seventy (170) days as of June 30 may not be carried over to the following September.
- C. A woman with a disability resulting from pregnancy, as described in Connecticut General Statutes, Section 46a-60 as amended, will be considered sick, as described in Connecticut General Statutes, Section 10-156.
- D. The Superintendent may require a physician's statement for absences of more than five (5) consecutive days for personal illness.
- E. Ten (10) sick days may be used for family illness. For the purpose of this Section, "family" is defined as spouse, parent, children and individuals residing in the employee's household.

#### 8.2 Family and Medical Leave and Long-term Disability

- A. The Board will provide unpaid family and medical leave, pursuant to the Family and Medical Leave Act, as amended. The Board will continue to pay the district's share of the employee's health benefits during the leave. Any teacher who takes an unpaid leave under the federal Family Medical Leave Act in order to care for a spouse, child, or parent may substitute any accumulated sick leave which would be granted for an illness in his/her family, as it is defined in Section 9.1. Any paid sick leave used for an illness in the immediate family, which qualifies as FMLA leave, will count against the twelve (12) weeks of FMLA leave to which the teacher is entitled.
- B. When a teacher is on long-term disability, regardless of whether it is paid leave under Section 8.1(B) above or unpaid leave pursuant to the Family and Medical Leave Act, the Board and the teacher will provide notice and doctor's certifications consistent with the requirements of the Family and Medical Leave Act, as amended.

#### 8.3 Child-bearing and Child-rearing Leave

- A. Disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from shall be treated as temporary illness for all job related purposes. Policies involving commencement and duration of leave, the availability of seniority and other benefits and privileges, protection under health insurance plans, and payment of sick leave shall be applied to disability due to conditions of pregnancy on the same terms and conditions as they are applied to illness. The length of a teacher's disability due to conditions of pregnancy shall be determined by the teacher's physician, and the teacher shall provide her physician's determination to the Superintendent's office as soon as it is available.
- B. Any teacher may be entitled, subject to the Superintendent's approval, to a leave without pay for the purposes of child-rearing. Such leave shall not exceed twenty (20)

school months and shall be for the care of a newborn child, a newly adopted child, or a newly placed foster child. If the child is born or placed after January 1 of the school year, the teacher may also be granted leave for the remaining portion of the school year in which the child is born or placed.

- C. A written request for child-rearing leave must be made at least one (1) month before the expected delivery or placement. A teacher returning from such leave must do so at the beginning of a school year.
- D. Teachers taking child-rearing leave will have the option of continuing their insurance benefits, the total cost being borne by the employee. This option must be initiated prior to the commencement of the child-rearing leave. This provision in no way reduces any benefits to which the teacher may be entitled under the Family and Medical Leave Act.
- E. Teachers taking child-rearing leave of less than one year will be returned to their former positions, although the teacher will be entitled to no greater right to reinstatement or to other benefits and condition of employment than if the teacher had been continuously employed during the leave.
- F. Teachers taking child-rearing leave of greater than one year will be returned to an equivalent position, although the teacher will be entitled to no greater right to reinstatement or to other benefits and condition of employment than if the teacher had been continuously employed during the leave.

#### 8.4 Personal Leave

- A. Teachers may be allowed up to four (4) days of absence without loss of pay and without deductions from sick leave for legal obligations, religious holidays that require absence during work hours, professional obligations, and personal business that cannot be transacted outside of regular work hours.
- B. Except in cases of emergency, an employee requesting personal leave must notify the Principal in writing at least two (2) school days prior to taking such leave. The teacher must indicate the reason for which the leave is being taken.
- C. Personal leave shall not be used to extend vacations or holidays except in the case of emergency as determined by the Superintendent.

#### 8.5 **Professional Leave**

A. Any teacher may be permitted at least one (1) day per year, without reimbursement of expenses, for visiting another school system. The request is subject to administrative approval. A written report may be required of any teacher attending such a session.

B. The Board shall pay reasonable expenses, within budget limitations, incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions (not including visiting days) at the request of the administration. A written report may be required of any teacher attending such a session.

#### 8.6 Bereavement Leave

- A. Teachers shall be permitted absences without loss of pay and without deductions from sick leave accumulations for up to five (5) days per occurrence, not to exceed ten (10) days per year, in the event of the death of a spouse, parent, step-parent, child, step-child, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, uncle or aunt. Leave for attendance at a funeral for other than a member of the immediate family, as set forth in this Section, shall be limited to one (1) day per occurrence to a maximum of two (2) days.
- B. Additional bereavement days may be granted at the Superintendent's discretion.

#### 8.7 Sabbatical Leave

- A. Sabbatical leave will be granted when a program of definite professional growth can be demonstrated. In determining requests for sabbatical leave, the Board shall consider a proposed program in relation to the value that it will have for the individual teacher and the Canterbury School System. A written explanation of any rejected request for sabbatical leave will be sent to the teacher no later than five (5) days following Board action. The written explanation shall indicate why the request does not have sufficient value for the improvement of education in the Canterbury School System. The Board's decision shall not be subject to the grievance procedure.
- B. Teachers may apply for a sabbatical leave after six (6) years of consecutive service to the Canterbury School System. Such leave shall commence at the beginning of the school year.
- C. Teachers granted a sabbatical leave will be eligible to receive full insurance benefits as indicated in Article XVI, but teachers will be responsible for the cost of said insurance.
- D. Credit on the salary schedule shall be commensurate with course work completed or teaching rendered during the period of the leave.
- E. The teacher shall agree to return to employment for the year following his/her sabbatical leave, and the Board shall employ the teacher for the year.
- F. A maximum of two (2) members of the professional staff may be on sabbatical leave at any one time. However, at least one (1) of the sabbatical leaves must be for work beyond the master's or thirty (30) graduate credits.

#### 8.8 Association Leave

Upon consultation with the Superintendent of Schools, representatives of the Association may be granted leave with no loss of pay to serve the local, state or national Association.

#### 8.9 **Jury Duty**

Any teacher who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The teacher shall receive a rate of pay equal to the difference between the professional salary and the jury fee. Any teacher receiving notice of jury duty shall immediately forward a copy of such notice to his/her building principal.

# ARTICLE IX PLACEMENT ON SALARY SCHEDULE

- 9.1 Teachers new to the school system will, in the discretion of the Superintendent of Schools, normally be placed on the appropriate step of the current salary schedule taking into consideration the following:
  - A. Degree status as of September 1st of the current school year.
  - B. Previous teaching experience. Ninety (90) or more days of continuous service in a public or private school within the same school year will be counted as a year of full service provided there is a direct correlation with the assignment, and the experience was gained while the teacher was certified to teach in Connecticut.
  - C. Military experience -- teachers will be given credit for full-time service in the armed forces of the United States.
  - D. The Board reserves its discretionary right to fill any vacancy at the salary that may be necessary.
- 9.2 The salary schedule listed in this Agreement shall be interpreted and applied in accordance with the following definition:
  - A. <u>Bachelor</u>: A baccalaureate degree earned at an accredited college or university.
  - B. <u>Master's</u>: A master's degree earned at an accredited college or university.
  - C. <u>Sixth Year</u>: A second master's degree in a discipline other than the discipline in which the initial master's degree was attained; or the completion of thirty (30) credits beyond the master's degree in a program approved by an accredited college or university; or a sixth year certificate from an accredited college or university.

D. Teachers under contract for less than full-time shall receive the salary that they would be entitled to as a full-time member of the faculty with an equivalent degree status and salary step placement (e.g. a teacher with a six-tenths [.6] assignment would receive sixty percent [60%] of the salary of an equivalent full-time teacher).

# ARTICLE X CHANGE IN DEGREE STATUS

- 10.1 A teacher expecting a change in degree status which involves a salary increase shall notify the Superintendent's office of the anticipated change prior to January 15<sup>th</sup> of the school year preceding the change.
- 10.2 Forms to expedite the required notification will be distributed from the Superintendent's office prior to December 1<sup>st</sup> of the current school year.
- 10.3 Confirming documentation must be submitted to the Superintendent's office before five (5) school days of the current school year have elapsed.
- 10.4 Failure on the part of the teacher to conform to this procedure will result in a rejection of the request for a change in degree status.

# ARTICLE XI SALARY PAYMENTS

- 11.1 The salaries of all teachers covered by this Agreement are set forth in Appendix A, which is attached hereto and made a part of this Agreement.
- 11.2 The teachers will have a choice of the following methods of payment. Determination will be rendered by the teacher at the time the salary agreement for the school year is signed.
  - A. A minimum of two (2) payments per month, payable every other Friday, with twenty-two (22) equal distributions.
  - B. A minimum of two (2) payments per month, payable every other Friday, with twenty-six (26) equal distributions.
- 11.3 If termination of employment comes prior to the end of the regular school year, each teacher's pay will be prorated on the basis of days taught.
- 11.4 Teachers shall have the option to change payroll deductions by submitting the proper forms and their request in writing at least two (2) weeks in advance of the date the change is to become effective.

# ARTICLE XII RECOGNITION OF SERVICE

- 12.1 A teacher, employed with the school district prior to July 1, 2013, with fifteen (15) years of continuous service in the Canterbury School System immediately preceding retirement will be eligible for severance pay at the rate of two hundred dollars (\$200.00) for each year of service in the Canterbury School System with a maximum of thirty-five (35) years. Severance pay will be paid only upon retirement from teaching. In the event of death, severance pay will be paid to the beneficiary.
- Teachers shall notify the Superintendent of intention to retire by December 1<sup>st</sup> prior to retirement. If the teacher so notifies the Superintendent and the teacher retires before June 30<sup>th</sup>, the teacher shall be paid for years of service on July 1st of that year, if a business day, or the next business day thereafter. If the teacher so notifies the Superintendent and retires after July 1<sup>st</sup>, the teacher shall be paid for years of service on the date of retirement. Failure to provide notification to the Superintendent by December prior to retirement shall result in a twenty-five percent (25%) reduction in the total payout cited in Section 12.1, hereinabove.

# ARTICLE XIII EXTRA PAY FOR EXTRA DUTY

- 13.1 The Extra Pay for Extra Duty salary schedule shall be set forth in Appendix B, which is attached hereto and expressly made a part of this Agreement.
- 13.2 The Superintendent has the discretion to approve additional club/activities on receipt of a written proposal. Criteria will be established for each position listed in this Article.
- 13.3 For all positions listed above that are created by the Board, certified staff shall be given preference as compared to any other person or persons when the qualifications of two (2) or more candidates are equal.

#### 13.4 Mentor Teachers

- A. Any teacher who has successfully completed mentor training through an approved State Department of Education "Mentor Training Program" and who thereafter accepts an assignment to serve as a mentor for new teachers under the Teacher Education and Mentoring Program (TEAM) shall be paid six hundred fifty dollars (\$650) per mentee. Service as a mentor teacher shall be voluntary in nature and all volunteers must be approved by the Superintendent or his/her designee.
- B. Teachers who serve as "Readers" under the TEAM Program shall be compensated at two hundred fifty-eight dollars (\$258) for reading five (5) papers.

## ARTICLE XIV PAYROLL DEDUCTIONS

#### 14.1 Tax-sheltered Annuities

- A. Teachers shall be eligible to participate in a tax-sheltered annuity plan established pursuant to current IRS code.
- B. Deductions for tax-sheltered annuities shall be continued each year.
- C. Deduction authorization forms must be submitted to the payroll department at least two (2) weeks in advance of the date that any deduction change is to become effective.
- D. Teachers shall accept full responsibility for any financial losses as a result of their participation in the annuity program. Such losses shall not include mishandling of any funds withheld by any employee of the Board.
- E. Deductions for tax-sheltered annuities shall be made each payday and will be sent to the specified TSA office within two (2) working days of the date of the check.

#### 14.2 Credit Union or Other Financial Institutions

- A. Deductions for credit union shall be made each payday and will be sent into the credit union office within two (2) working days of the date of the check.
- B. Deductions for credit union will continue from year to year.
- C. Deductions authorization forms must be submitted to the payroll department at least two (2) weeks in advance of the date that any deduction change is to become effective.
- D. A teacher shall have his/her entire paycheck directly deposited in the financial institution of his/her choice.

#### 14.3 Professional Membership Dues -- NEA & CEA

- A. Voluntary membership dues deduction authorization forms shall be submitted to the payroll department by the Association membership chair no later than two (2) weeks in advance of the date that the membership dues deduction is to become effective.
- B. Membership dues deductions shall be made in twenty (20) equal payments through payroll deduction.
- C. The gross amount for each deduction of membership dues shall be transferred to the Association account after each appropriate payroll.

- D. The Association agrees to hold the Board, its agent and employees harmless from any claims, demands, suits or judgments, including attorney's fees, arising from implementation of membership dues deductions.
- E. Deduction for professional dues shall be continued each year.

# ARTICLE XV REIMBURSEMENT OF TUITION

- 15.1 The Board agrees to reimburse the full tuition cost of courses taken beyond the master's if the course is related to improvement of classroom instruction and fifty percent (50%) of the tuition cost of courses taken beyond the master's if the course is in the field of education when and if the following criteria have been fulfilled:
  - A. Course must be preapproved by the Superintendent.
  - B. Proof of successful completion of the course must be presented along with the copy of paid receipt.
  - C. No teacher will be eligible to receive more than two thousand dollars (\$2,000) under this provision in any one (1) year.
- 15.2 The Board will reimburse fifty percent (50%) of the tuition cost for courses taken beyond the BA/BS if the course meets the criteria outlined in Sections 15.1A and B, hereinabove. The dollar amount for the reimbursement shall not exceed one thousand dollars (\$1,000) in any one (1) year.
- 15.3 Payment for courses taken in the spring or summer session will be made after the first Board meeting in September of the current school year providing that the teacher returns to the district in September and provides the administration with an official transcript denoting the teacher's successful completion of the course(s) taken.

### ARTICLE XVI INSURANCE

#### 16.1 Insurance Plans

A. The Board shall provide the following insurance benefits for all full-time teachers (1.0 FTE). Teachers who work at least fifty percent (50%) of the time (.5 FTE), but less than full-time will be eligible for insurance benefits on a prorated basis. Specifically, the Board's premium share will be reduced by the percentage of time that the teacher works:

- 1. Individual, two (2)-person, and family health coverage under the existing health plan.
- 2. Individual, two (2)-person, and family dental coverage under the existing insurance plan with a two thousand dollar (\$2,000) calendar year maximum per person.
- 3. Group life insurance in the amount of fifty thousand dollars (\$50,000).
- 4. Short-term disability pay in the amount of one hundred dollars (\$100.00) per week for twenty-six (26) weeks. This benefit is available only to the teacher.
- B. The Board shall provide a High Deductible Health Insurance Plan (HDHP) with the following components:

1.

	In-Network	Out-of-Network
Annual Deductible (individual/family)	\$2,500/\$5,000	
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Out-of-pocket maximum	\$2,500/\$5,000	\$5,000/\$10,000
Lifetime maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits
Prescription Drug Coverage	100% coverage after deductible	

- 2. The Board will fund fifty percent (50%) of the applicable HDHP deductible amount for full-time teachers. The Board's entire contribution toward the HDHP deductible will be deposited into the Health Savings Account (HSA) on the Board's first payroll date of each school year. The parties acknowledge that the Board's contribution toward the funding of the HSA is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible will 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.
- 3. The Board shall offer a HDHP with a Health Reimbursement Account (HRA) option for teachers who are ineligible to participate in a HSA. The plan itself will have the same benefits and deductibles as the HDHP. However, it will feature an HRA that will reimburse eligible claims that are applied to the medical plan deductible up to the same total dollar amount as would otherwise have been contributed to a participant in the HSA at the same enrollment coverage. HRA participants can

roll over funds remaining in the HRA account up to the deductible or amount permitted by IRS regulation.

- 4. The premium share for the HDHP plan described herein shall be:
  - (a) School Year 2019-2020.....Fifteen percent (15%).
  - (b) School Year 2020-2021......Sixteen percent (16%).
  - (c) School Year 2021-2022.....Seventeen percent (17%).
- C. All dental plans will have a eighteen percent (18%) premium share for the duration of the Agreement.

#### 16.2 Change of Carrier

- The Board reserves the right to change any insurance carrier at any time so long as it Α. gives prior notice to the Association and so long as the insurance coverage under the substituted insurance carrier's policy is substantially equivalent, when considered as a whole, to the coverage under the policy then in effect. Once the Association is notified by the Board that it intends to change insurance carriers, the Association has fifteen (15) days to examine the new insurance carrier's policy. If the Association feels that the coverage under the new policy is not substantially equivalent, when considered as a whole, to the policy then in effect, it must object to the change, in writing, during those fifteen (15) days. If the parties are unable to informally resolve the matter within the following thirty (30) days, an Arbitrator with expertise in the field of insurance shall be mutually selected forthwith or, if the parties cannot agree, shall be selected forthwith the American Arbitration Association. The Arbitrator will be asked to decide the following question: "Is the insurance coverage under the substitute carrier's policy substantially equivalent, when considered as a whole, to the insurance coverage under the policy currently in effect?" The Arbitrator must render her/his decision within thirty (30) days. All references herein to days refer to calendar days.
- B. The Arbitrator will accept revisions to the initial draft of the substitute insurance carrier's policy up to and including the final day of any hearing held to compare the incumbent insurance carrier's policy with the substituted insurance carrier's policy.
- C. In the situation where a complaint has been lodged by the Association, the Board will not change to the new insurance carrier until an agreement has been reached or until an Arbitrator has decided that the insurance coverage under the substitute insurance carrier's policy is essentially equivalent to the insurance coverage under the policy currently in effect.
- D. The cost of the arbitration process will be shared equally by the Board and the Association.

- E. Reference to any specific insurance carrier(s) in this Article creates no contractual obligation of the Board with that insurance carrier(s) or any contractual obligation of the Board to continue to purchase that carrier(s) insurance.
- The Board shall implement and maintain a Section 125 pre-tax wage deduction plan in 16.3 accordance with applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions allow for such a plan. Said plan will be designed to permit exclusion from taxable income of the teachers' share of health insurance premiums, allowable medical expenses and dependent care pursuant to IRS regulations for those teachers who complete and sign the appropriate wage deduction form. The Board shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of the teacher insurance premium contributions, allowable medical expenses and dependent care. Neither the Association nor any teacher covered by this Agreement shall make any claim or demands nor maintain any action against the school district or any of its members or agents for taxes, penalties, interest or other costs or loss arising from the use of the wage deduction form or from a change in law that may reduce or eliminate the teacher tax benefits to be derived from this plan. Further, the parties agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining Agreement and the carrier's insurance plan.

#### 16.4 Post-retirement Insurance

- A. Teachers with twenty (20) years of service in the Canterbury School System will be eligible to receive post-retirement benefits for a period of two (2) years after retirement from the school system. Teachers with thirty (30) years of service shall be eligible for four (4) years and teachers with thirty-five (35) years of service shall be eligible for five (5) years.
- B. The Board shall provide teacher, two person, or family Coverage under the School District's Health Plan (or equivalent), including hospitalization, surgical, prescriptions, and major medical.
- C. Teachers who choose to receive individual insurance coverage will continue to pay the same percentage of premium cost as full time teachers covered by this Agreement. For those teachers who elect two (2)-person or family insurance coverage under the School District's insurance plans, the Board's contribution toward the premium cost will be limited to the dollar total of the Board's share of the premium cost for individual coverage under the equivalent insurance plan. The payment from the State Teachers Retirement System shall not reduce the teacher's portion of the premium share while he or she is eligible for this benefit. The retiree must submit payment for his or her share of the monthly premium to the Superintendent's office fifteen (15) days prior to the billing date. A lapse in payment of more than thirty (30) days will result in a loss of this benefit.
- D. Teachers hired on or after July 1, 2013 are not eligible to receive post-retirement

insurance as described in Section 16.4.

16.5 Teacher who submit their resignations as of June 30<sup>th</sup>, and have prepaid their portion of the premium share owed for insurance coverage through August 31<sup>st</sup>, shall be entitled to continue to receive these insurance benefits through August 31<sup>st</sup>. This provision will not apply if a teacher is receiving insurance benefits from another employer.

#### 16.6 Excise Tax

The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-48) has set forth and codified under the Internal Revenue Code (IRC) §49801 the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. Should any federal statute or regulation pertaining to IRC §49801 be mandated to take effect during the duration of the contract year potentially 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 re-open Article XVI (Insurance), Section 16.1, including any related insurance Appendices of the current collective bargaining Agreement, for the purpose of addressing the impact of the excise tax. No other provision of the Agreement shall be re-opened during such mid-term negotiations.

# ARTICLE XVII REDUCTION IN PROFESSIONAL STAFF

- 17.1 Should any situation arise making it necessary for the Board to reduce the number of professional staff members, determination of those who are to be reduced shall be made as follows: non-tenured teachers shall be laid off before tenured teachers. In the event that tenure is found not to be definitive enough, the following criteria shall be used:
  - A. Certification status.
  - B. Total contractual experience in the system.
  - C. Quality of experience.

#### 17.2 Recall Procedure

Teachers who are released from employment because of elimination of his/her position shall be given first opportunity to fill a vacant position for which they are certified in the reverse order of layoff. In the event that two or more teachers have the same length of service, quality of service, as determined by the Superintendent, shall be the determining factor for which teacher is recalled. The name of any teacher who has been released from employment because of elimination of his/her position shall be placed upon a reappointment list and remain on such list for two (2) years. Any teacher on the

reappointment list shall be notified in writing when a vacancy occurs. The teacher shall accept or reject the offer of rehire within ten (10) days after the notice is received by the teacher. This notification of position availability will be mailed to the teacher's last known address. The teacher's failure to provide to the Board written notification concerning the offer of rehire within the time specified shall be considered a rejection of the offer.

# ARTICLE XVIII PERSONNEL FILES AND EVALUATIONS

- Teachers shall be provided a copy of any material placed into their personnel files and may attach written statements to any evaluation or material placed in their own personnel files. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed with the understanding that such a signature merely signifies that he/she has read the material and does not necessarily indicate agreement with its content. In the event a teacher refuses to sign the document as provided, a note shall accompany the document stating that the teacher has received the document and refused to sign it.
- Upon receipt of the material, a teacher shall have five (5) school days to affix his/her signature to any material to be placed in his/her personnel file. If a teacher fails to sign the material within the five days, the Administration may place the material in the file without the teacher's signature.
- Teachers shall have access to their personnel files within twenty-four (24) hours upon request to the Superintendent of Schools; after such request has been made by a teacher to review his or her personnel file, no material may be removed from or added to the personnel file until the teacher has reviewed it, or until twenty-four (24) hours after receipt of the teacher request to review the personnel file. Teachers are entitled to copies of any material in their own personnel files.
- 18.4 No anonymous letters or materials may be placed in teachers' personnel files.

# ARTICLE XIX FULL AND COMPLETE AGREEMENT

- 19.1 This Agreement contains the full and complete agreement between the Board and the Association on all negotiable issues. The parties may mutually agree to negotiate upon any issue during the term of this Agreement.
- 19.2 It is agreed that all matters not covered by the Agreement remain the prerogative of the Board and any contractual omission shall not imply a surrendering on the part of the Board of any duty or responsibility properly its province in the maintaining of the Canterbury Public Schools.

19.3 Any item not covered in this Agreement may be governed by existing policies, rules or regulations of the Board or by the modification of existing policies, rules, regulations or the adoption of new policies, rules or regulations.

#### 19.4 Severability

In the event that any provision or portion of the collective bargaining Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, such provision or portion shall be severed from the collective bargaining Agreement, and the balance and remainder of the collective bargaining Agreement shall remain in full force and effect.

# ARTICLE XX JUST CAUSE

20.1 No teacher shall be reprimanded in writing or suspended without pay except for just cause.

# ARTICLE XXI DURATION/AMENDMENT /SAVING CLAUSE/SIGNATURES

- 21.1 The provisions of this Agreement shall become effective on July 1, 2019, and shall remain in force until June 30, 2022.
- 21.2 This Agreement shall not be altered, amended or changed, except in writing, signed by both the Board and the Association. Any amendment shall be appended hereto, and become a part hereof.

IN WITNESS WHEREFORE, the parties and their representatives have affixed their signatures hereto:

For the Canterbury Board of Education

For the Canterbury Education Association

Vivian Thumser, Chairperson

Beth O'Connor, President

February 26, 2019

### **APPENDIX A**

### **TEACHERS' SALARY SCHEDULE**

### 2019-2020

STEP	<u>BA</u>	MASTERS	SIXTH YEAR
1			
2	43,884	52,710	57,234
3	45,104	54,323	58,741
4	46,322	55,934	60,294
5	47,541	57,550	61,894
6	48,759	59,163	63,541
7	50,152	60,778	65,164
8	51,542	62,393	66,912
9	52,937	64,024	68,709
10	54,327	65,655	70,557
11	55,722	67,686	72,465
12	57,115	69,680	74,427
13	58,505	72,156	76,446
14	60,461	75,572	79,907
15	63,224	78,988	83,367
16		83,469	87,950

Eligible teachers shall advance one (1) step at the start of the 2019-2020 school year.

### **APPENDIX A**

### **TEACHERS' SALARY SCHEDULE**

### 2020-2021

<u>STEP</u>	<u>BA</u>	MASTERS	SIXTH YEAR
1			
2	44,981	54,028	58,665
3	46,232	55,681	60,210
4	47,480	57,332	61,801
5	48,730	58,989	63,441
6	49,978	60,642	65,130
7	51,406	62,297	66,793
8	52,831	63,953	68,585
9	54,260	65,625	70,427
10	55,685	67,296	72,321
11	57,115	69,378	74,277
12	58,543	71,422	76,288
13	59,968	73,960	78,357
14	61,973	77,461	81,905
15	64,805	80,963	85,451
16		85,556	90,149

Teachers shall NOT advance on the schedule in the 2020-2021 school year.

### **APPENDIX A**

### **TEACHERS' SALARY SCHEDULE**

### 2021-2020

STEP		BA	<b>MASTERS</b>	SIXTH YEAR
1				
2		45,431	54,568	59,252
3		46,694	56,238	60,812
4		47,955	57,905	62,419
5		49,217	59,579	64,075
6	*	50,478	61,248	65,781
7		51,920	62,920	67,461
8		53,359	64,593	69,271
9		54,803	66,281	71,131
10		56,242	67,969	73,044
11		57,686	70,072	75,020
12	ě	59,128	72,136	77,051
13		60,568	74,700	79,141
14	,	62,593	78,236	82,724
15		65,609	81,773	86,306
16			86,617	91,267

Eligible teachers not at the maximum step in 2020-21 shall advance one (1) step at the start of the 2021-2022 school year.

### **APPENDIX B**

### **Extra Pay for Extra Duty**

#### <u> 2019-2022</u>

	Activity	2019-2022
A.	Athletic Director and Coaches of Interscholastic Sports and Cheerleading Coach:	\$1,420
В.	8 <sup>th</sup> Grade Advisor:	\$985
C.	Advisors and Club Directors For after school activities. Activities for which stipends will be paid include, but are not limited to:  • 8 <sup>th</sup> Grade Yearbook  • Dance Advisor  • Drama Club  • Honor Society	\$869
D.	Nature' Classroom (per person):	\$213
E.	<ul> <li>Hourly Rates:</li> <li>Tutor (Homebound Instruction):</li> <li>Other Hourly Activities:     (as approved by the Superintendent)</li> <li>Summer School</li> </ul>	\$34.78 \$34.78 \$47.87
F.	Lead Teacher (each school)	\$2,086
G.	Chemical Safety Officer	\$1,100

Note: A written notice shall be sent out annually by the Administration informing teachers of their stipend assignment.