

AGREEMENT

BETWEEN

THE COLCHESTER BOARD OF EDUCATION
and
THE COLCHESTER FEDERATION OF TEACHERS
Local #1827

AMERICAN FEDERATION OF TEACHERS

AFT-CONNECTICUT

AFL-CIO

July 1, 2023 - June 30, 2026

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THIS CONTRACT IS MADE AND ENTERED INTO on this ____ day of _____, 2022, by and between the Colchester Board of Education (herein referred to as the "Board") and the Colchester Federation of Teachers, Local #1827, AFT-Connecticut, AFL-CIO (herein referred to as the "Federation").

ARTICLE 1
Preamble

The Board of Education of the Town of Colchester and the Colchester Federation of Teachers, Local # 1827, AFT-Connecticut, AFL-CIO, agree and recognize that they have an interest in educational excellence that is far beyond the scope of a collective bargaining Agreement governing terms and conditions of employment. The Board of Education and the Colchester Federation of Teachers wish to declare their mutual intent to work toward the achievement of common aims as follows:

- A. The formulation of realistic goals and programs consistent with the best educational theory.
- B. The development of a system of communication and consultation designed for more harmonious relations of parties concerned as well as to expedite business to a fruitful conclusion.
- C. It is hoped that this common effort will contribute in significant measure to the advancement of public education in the Town of Colchester.

ARTICLE 2
Recognition

The Board recognizes the Federation as the exclusive bargaining agent for all persons to teach employed under a duration shortage area permit and certified professionals, including, but not limited to adult education and summer school instructors, who are employed by the Board in positions requiring a teaching certificate and are not included in the administrator's unit or excluded from the purview of Connecticut General Statutes §10-153a, et. seq., as amended from time to time.

ARTICLE 3
Non-Discrimination

The Board agrees not to discriminate against any teacher on the basis of any federal or State of Connecticut protected classifications, including race, creed, color, national origin, age, sex, sexual/affectional preference, marital status, disability, pregnancy, genetic information, gender identity or expression, veteran status, status as a victim of domestic violence, or membership or participation in, or association with, the activities of any

teachers' organization, except in the case of a bona fide occupational qualification. This section is for informational purposes only.

ARTICLE 4 Board Prerogatives

- A. 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 public schools in the Town of Colchester in all its aspects, including but not limited to the following: to maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of Colchester; to give the children of Colchester as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer teachers; to suspend or dismiss the teachers of the schools in the manner provided by statute; to designate the schools which shall be attended by the various children within the town; to make such provisions as will enable each child of school age residing in the town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for arrangement, use and safekeeping of the school libraries and to approve plans for school buildings; to prepare and submit budgets to the Town of Colchester and, in its sole discretion, expend monies appropriated by the town for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this contract. The Board's right to make policy with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained; shall not be subject to the grievance and arbitration provisions of this contract.
- B. This contract shall be applicable to all board-sponsored programs.

ARTICLE 5 Grievance Procedure

The purpose of the grievance procedure is to secure, at the lowest possible administrative level, solutions to any problem which may arise.

- A. Definitions:

1. A "grievance" shall mean a complaint by a grievant that (1) they have been treated unfairly or inequitably or (2) there has been a violation, misinterpretation or misapplication of the provisions of this contract or (3)- that there has been an alleged failure to follow the established procedures of the teacher evaluation program.
2. As used in this Article the term "grievant" shall mean either (1) an individual teacher, (2) a group of teachers having the same grievance, or (3) the Federation. Such grievances shall be processed at all steps by using testimony of affected individual(s) whether or not they are named grievant(s).
3. As used in this Article, the term "days" shall mean days that the district's Central Office is open.

B. Procedures:

1. A grievant and a Federation Representative (if the grievant so desires) shall first discuss the grievance with the grievant's immediate administrative supervisor.

a. Step 1: Supervising Administrator

If the matter is not satisfactorily adjusted within five (5) days, the grievant shall tell their administrator of their intent to submit it in writing within seven (7) days to the grievant's supervising administrator, who may adjust the grievance or refer the matter to the appropriate administrator who has the authority to adjust the grievance. Such written grievance must be filed within fifteen (15) days of the date that the grievant knew or should have known of the act or circumstance giving rise to the grievance, except that an extension beyond fifteen (15) shall be given in cases of serious illness, but such extension shall not exceed fifteen (15) days. The supervising administrator shall meet with the grievant and a Federation Representative and must render their decision in writing with copies to the grievant and the Federation, within seven (7) days of the written submission to them by the grievant.

b. Step 2: Superintendent of Schools

Failing satisfactory settlement within such time limit, the grievant may within seven (7) days after receipt of the decision rendered at Step 1 appeal in writing to the Superintendent, and such writing shall set forth specifically the basis of the grievance. The Superintendent or their designee shall meet with the grievant and a Federation Representative within seven (7) days of receipt by them

of such appeal and shall give their decision in writing to the teacher and the Federation within seven (7) days of such meeting.

c. Step 3: Board of Education

Failing satisfactory settlement within such time limit, the grievant may within seven (7) days after receipt of the Superintendent's decision at Step 2 appeal in writing to the Board, and such writing shall set forth specifically the basis of the grievance. The full Board, or a committee of the Board, shall meet with the grievant and a Federation representative at its next regular scheduled meeting or a special meeting within thirty (30) days from the date the grievance was submitted to the Board. The full Board, or a committee of the Board, shall render its decision in writing to the grievant and the Federation within seven (7) days of such meeting. For claims of failure to follow the established procedures of the teacher evaluation program, the Board of Education shall be the final step in the grievance procedure.

d. Step 4: Arbitration

- (1) If the decision of the Board does not resolve the grievance to the satisfaction of the Federation, the Federation only may submit the grievance to the American Arbitration Association for arbitration in accordance with its administrative procedures, practices, and rules. Whether or not previously indicated at earlier steps, the provisions of the contract which are involved shall be identified in the submission.
- (2) Notice of intention to submit to arbitration under subsection (1) above, must be in writing addressed to the Superintendent of Schools, and submission to the American Arbitration Association must be made not later than twenty-one (21) days following receipt of the Board's decision.
- (3) The arbitrator shall hear and decide only one (1) grievance in each case. The arbitrator shall be bound by and must comply with all the terms of the contract. The arbitrator shall have no power to add to, delete from, or modify in any way any of the provisions of this contract.
- (4) With respect to grievances involving a violation, misinterpretation or misapplication of the provisions of this contract, the arbitrator's decision shall be final and binding. With respect to grievances involving unfair or inequitable treatment, the arbitrator's decision shall be advisory.

- (5) Fees and expenses of the arbitrator shall be borne equally by the Board and the Federation.

C. General Provisions:

1. A grievant may be represented at any step of this grievance procedure by any person of their choice provided, however, that such person shall not be an official or a representative of any other teacher organization. When a grievant is not represented by the Federation, the Federation shall have the right to be present and to state its views at all steps of the grievance procedure.
2. Nothing contained herein shall be construed to prevent any individual employee from informally discussing a complaint with their immediate supervisor or processing a grievance in their own behalf in accordance with the grievance procedure through Step 3 (Board of Education).
3. Meetings held under this procedure shall generally be conducted on non-school time at a place which will afford a fair and reasonable opportunity for all persons proper to be present and to be heard. If, at the option of the Board, hearings are held during school hours, persons necessary to resolution of the matter shall be excused without loss of pay. Meetings held under Steps 1 and 2 of the Procedures of this Article shall be held on days when school is in session.
4. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
5. Failure of the grievant at any step to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the last decision rendered.
6. Failure of the Administration or the Board to render a decision within the specified time limit shall be deemed a denial of the grievance submitted, and the grievant may proceed to the next step within the time limit which would apply if a written denial had been rendered on the day on which the time period for response expired.
7. The hearings at any step of the grievance procedure shall include only those persons permitted above and their witnesses.
8. No reprisals of any kind shall be taken by any member of the Board or Administration against any participant in the grievance procedure by reason of such participation.

9. The parties may mutually agree to extend any of the applicable timelines of this grievance procedure. Any such agreement shall be reduced to writing.

ARTICLE 6

Consultation Procedure

- A. It is recognized by the Board and the Federation that all situations and developments could not be anticipated at the time of negotiations of this document. To achieve rapport between the Board and the Federation, periodic, informal meetings shall be held when necessary between the negotiating groups of each organization as requested by either the Federation or the Board.
- B. The Board retains the sole right to determine, implement and/or change all policies affecting the school system. The Board will provide the Federation with copies of any such changes to policies pertaining to conditions of employment within thirty (30) days of making the change. The Federation may demand to bargain over the impact of any change during the term of this contract that significantly affects salaries or other conditions of employment, in accordance with Connecticut General Statutes § 10-153a, et. seq., as amended from time to time.

ARTICLE 7

Hiring Of Professional Staff

- A. A Professional Staff Member, upon entering the Colchester School System, shall receive full teaching credit on the salary plan for any previous teaching experience in any state certified public, private, or federal military school system.
- B. Substitutes
 1. When an individual holding State of Connecticut teaching certification is hired as a substitute to cover one (1) position on a continuing basis for a single teacher, on the forty-first (41st) school day, the Superintendent shall place said long-term substitute teacher on the appropriate lane of the salary schedule and the appropriate step, all in accordance with Article 28 (Placement on the Salary Plan) of the contract. Said long-term substitute teacher shall receive all other contract benefits excluding those found in the following Articles: Article 10 (Promotions and Transfers), Article 14 (Personal Days), Article 15 (Professional Days), Article 16 (Sick Leave), Article 17 (Maternity Leave), Article 18 (Parental Leave), Article 19 (Authorized Leave), Article 20 (Sabbatical Leave), Article 21 (Jury Duty), Article 25 (Teacher Protection), Section B only, Article 26 (Severance Pay), Article 27 (Continuing Development), Article 30 (Insurance) and Article 34 (Layoff and Recall). During this period absences will not count as a break in continuous employment toward the completion of forty (40) days.

Coverage for such insurance benefits shall be instituted as soon as practicable in accordance with the terms of the carriers and administrators of the insurance plan.

2. No later than the one-hundred twenty-first (121st) consecutive day, said teacher shall be paid in accordance with Article 28 (Placement on the Salary Plan) and shall be entitled to all contract benefits, including insurance benefits. Coverage for such insurance benefits shall be instituted as soon as practicable in accordance with the terms of the carriers and administrators of the insurance plan.
3. "Days" for this Article and section only shall mean actual days that the long-term substitute is covering the class.

ARTICLE 8 Teacher Duties

- A. Professional staff shall be at their assigned stations at a specified number of minutes before the start of the school day. Teachers shall remain in the building a specified number of minutes after the close of school for consultation with parents, teachers and administrators who have made prior appointments and to provide extra help for those students seeking such help. Professional responsibility dictates that teachers shall make themselves available to meet the needs of their students. Except as consistent with professional responsibility, at no school will the total number of scheduled minutes before and after school exceed thirty-five (35) minutes. The distribution of these minutes shall be determined by the administration at each school. The work day shall also include the time necessary for the fulfillment of supervisory and detention duties consistent in extent with established practice, provided that teachers on bus duty shall remain on bus duty until the last bus has left. Upon request of either party, there shall be further discussion of late bus issues.
- B. Teachers leaving the building during the day must notify the principal or their designee and must be cleared in accordance with a sign-out procedure established by the building principal of each school, which shall include the following information:
 1. Name of teacher;
 2. Time and date of departure; and
 3. Time of return.
- C. All requests for formal release from contractual obligations during the months of July and August must be made in writing to the Superintendent of Schools.
- D. Requests for leave, made after the close of the school year, with the exception of sick leave, or release from contractual obligations shall be made prior to August 1.
- E. Prior to scheduling professional development activities which teachers are required to attend outside the student work day, the Board shall consult with the Federation. Such consultation shall be without prejudice to any rights the Federation or the

Board may otherwise have under Connecticut General Statutes §10-153d or §10-153f(e).

- F. Professional staff may be required to attend between one (1) and three (3) evening meetings per year.
- G. Professional staff may be required to attend up to three (3) faculty meetings per month for a total time of between fifteen (15) and twenty (20) hours annually outside the regular workday.
- H. Teachers must act, dress, and work in a professional manner.

ARTICLE 9

Teacher Programming

- A. Teachers (Grades 6-12) shall not be required to teach more than three (3) subjects nor make more than three (3) teaching preparations within said subjects at any time. These limitations shall apply to all classes, both elective and required, in the following academic subject areas: social studies, science, mathematics, English (hereinafter defined for this Agreement as “core academic subject areas.”) Should revisions in the curriculum necessitate changes in the above, the Board will negotiate the impact of such changes with the Federation. Assignment to the mentor/advisory program during the homeroom/advisory period shall not be considered a teaching assignment or teaching preparation.
- B. Prior to the 2025-2026 school year, teachers (Grades 6-8) who were assigned to teach at William J. Johnston Middle School during the 2022-2023 school year shall be assigned an equivalent amount of instructional time to four (4) teaching periods, an equivalent amount of instructional time to two (2) administrative periods (which may include a team planning period, and an equivalent amount of instructional time to one (1) preparation period per teaching day). For the 2023-2024 and 2024-2025 school years, teachers newly assigned to the middle school during the 2023-2024 and/or 2024-2025 school years (Grades 6-8) may be assigned an equivalent amount of instructional time up to five (5) teaching periods. Effective with the 2025-2026 school year, all teachers (Grades 6-8) may be assigned an equivalent amount of instructional time up to five (5) teaching periods. Any teacher (Grades 6-8) who is assigned an equivalent amount of instructional time to five (5) teaching periods shall receive an equivalent amount of time to two (2) administrative periods (which may include a team planning period, and an equivalent amount of instructional time to one (1) preparation period per teaching day). Teachers (Grades 9-12) shall be assigned five (5) teaching periods, two (2) administrative preparation periods per teaching cycle. Should changes in the curriculum necessitate changes in the above, the Board will negotiate the impact of such changes with the Federation. In long range assignments, an individual teacher, if they desire, may substitute a teaching period for the administrative periods. Any teacher who, when requested by the

administration, agrees to teach a sixth class requiring an additional preparation, shall be paid an annual stipend of seven thousand five hundred dollars and no cents (\$7,500.00). Any teacher who, when requested by the administration, agrees to teach a sixth class which is an additional section of one of the teacher's existing classes (leading to a class load of six classes), shall be paid an annual stipend of five thousand dollars and no cents (\$5,000.00). These payments shall be pro-rated for classes that meet less than full time or less than a full year.

- C. Teachers should be notified in writing of their tentative program assignments for the coming year, including the school to which they will be assigned, the grade and subjects they will teach, on or before June 1. In the event of an unanticipated change in staff, including the resignation, termination or death of an employee, during the summer months, every attempt to the extent possible will be made to notify those teachers whose schedule will change as a result. Notification is to be made in writing as soon as the change occurs. Those teachers involved shall be given the opportunity to meet with the principal for possible readjustment of their schedules.
- D. In arranging schedules for teachers who serve more than one (1) school, an effort shall be made to limit the amount of inter-school travel. Such professional staff shall be notified of any changes in their schedule as soon as practicable. Such teacher shall receive compensation at a rate equal to the IRS tax deduction allowance as documented unless transportation is provided.
- E. On full session days, all teachers shall have at least one (1) preparation period per day.
- F. Preparation periods are those periods which the teacher uses to fulfill their responsibilities to their classes.
- G. All teachers shall have an uninterrupted duty-free lunch period at least thirty (30) minutes in duration.
- H. In scheduling teachers who use more than one (1) teaching station, effort will be made to minimize the number of rooms teachers shall be required to use.
- I. Part-time teachers employed by the Board shall share in all the duties and responsibilities as provided for in this Agreement on a pro-rata basis. Part-time teachers employed by the Board will be required by the Superintendent or designee to attend all professional development programs, without any additional pay. Part-time teachers shall be required to attend all meetings scheduled beyond the work day on any day on which they are scheduled to work, without any additional pay. In the event that a part-time teacher is asked to attend a meeting on a day that they are scheduled to work, but the meeting time is not contiguous to their regularly schedule working day, the administration shall excuse the attendance of the teacher for that date if the teacher notifies the administration that they have a conflict and

cannot attend. In the event that a part-time teacher is asked to attend a meeting on a day that is not a scheduled working day, and the part-time teacher agrees to attend, the part-time teacher shall be paid for such additional meeting time at their per diem rate, applied pro-rata on an hourly basis. In scheduling part-time teachers, every reasonable effort shall be made to schedule the teaching periods contiguously.

- J. Should the Board restructure the student day, the Board shall provide written notice of the proposed restructuring, and within thirty (30) days the Federation may demand to bargain the impact of such restructuring. Should the Federation demand to bargain, the Board agrees to negotiate the impact in accordance with Connecticut General Statutes, § 10-153f(e).

ARTICLE 10

Promotions And Transfers

- A. Notice of all teaching, administration and co-curricular duty (Appendix B) vacancies occurring during the school year shall be posted on the district website no less than five (5) school days prior to the closing date of applications. Vacancies will be emailed to all employees through weekly emails. In the event that such opportunities arise outside the school term, the Superintendent shall publicize such notices on the district website and through weekly emails no less than five (5) calendar days prior to the closing date of applications.
- B. The notice of an opening or vacancy shall include the qualifications, requirements, duties, salary range and other pertinent information about the position in question as determined by the Superintendent.
- C. Teachers who wish to apply for such opening shall file an application electronically in accordance with district procedures before the closing date of application.
- D. The administration shall fill the vacant position(s) with the most qualified candidate(s).
- E. Upon request from the Federation President, the Federation will be given a listing of all transfers known by the Superintendent. With prior consultation with the successful candidate and the Federation, to avoid disruption to educational programs, the Superintendent may defer implementation of any transfer granted under this article until the beginning of the following school year.
- F. Whenever it becomes necessary to transfer teachers, such transfers shall be made in the following manner:
 - 1. **Voluntary Transfer:** If there are teachers who wish to be transferred, the Superintendent will give preference on the basis of:

- a. What will result in the best educational program for the Colchester Public School children.
 - b. Qualifications for the position established by the Board of Education.
 - c. Seniority in the Colchester School System.
2. **Involuntary Transfer:** If teachers are to be transferred involuntarily, the Superintendent will make such transfers on the basis of:
- a. What will result in the best educational program for the Colchester Public School children.
 - b. Qualifications established by the Board of Education.
 - c. Seniority in the Colchester School System.

ARTICLE 11.

Teacher and Federation Rights

- A. There shall be made available to the Federation, upon written request, any and all information, statistics and records which the Federation may deem to be relevant or necessary for the proper enforcement and implementation of the terms of this contract, to the extent to which such material is readily available or is reasonably obtainable, and access is permitted by law.
- B. The Board shall post the teachers' contract on the district website. Each teacher shall receive a copy of the contract upon hire.
- C. Written reprimands and/or suspensions without pay of certified staff members shall be imposed only for just cause. Such teachers shall be notified in writing when any reprimands are placed in their personnel file. The teacher may challenge the just cause of the reprimand by filing a grievance in accordance with the grievance procedure (Article 5).
- D. In the event a principal or other administrator desires to discuss with an employee matters which may affect their position in respect to discharge, resignation, demotion, or any disciplinary matter, the employee may request to have a Federation Representative present at such conference. In the event that an employee attends the conference without such a Representative, they may request a Representative at any point during the meeting, and the meeting shall be rescheduled to allow for the presence of the Federation Representative. In the event the employee desires to have a Federation Representative present, it is understood that the conference may be scheduled so as not to interfere with the academic activities of the Federation Representative. ("Demotion" shall not be interpreted to mean the movement of a teacher from one grade level to another.)

E. Federation Dues:

1. The Federation shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other cost which may arise out of, or be by reason of, the administration or enforcement of the provisions of this section.
2. The Federation shall certify to the Board in writing the current rate of its membership dues.
3. The Board agrees to provide payroll deductions for professional labor organizations as said professional staff members individually and voluntarily authorize said deduction. The deductions will be transmitted to an individual designated by the President of the labor organization.

F. The President of the CFT shall have their duty assignment eliminated during the period of their term as President.

ARTICLE 12
Teacher Facilities

The Board and Federation agree that each school shall have the following facilities to the extent possible:

- A. Space in each classroom in which teachers may safely store instructional materials and supplies.
- B. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
- C. An appropriately furnished room, which shall include a telephone, to be used as a faculty lounge; said room to be in addition to one aforementioned work area.
- D. Well-lighted and clean staff rest rooms.
- E. Parking space of adequate portion and convenient location at each school.
- F. Each teacher shall have the right to possess a key to their classroom and staff lavatory facilities.
- G. Adequate teaching facilities and equipment for teachers without a permanent room must be provided.
- H. Each teacher must be provided with a locked storage area in reasonable proximity to their primary classroom.

ARTICLE 13
Personnel Files And Evaluations

- A. Teachers shall be given access to, and a copy when requested, evaluation reports prepared by their supervisor and they shall have the opportunity to discuss any evaluation reports with their supervisors.

B. Teacher's Right To Answer Personnel Material

Teachers shall have the right to file an answer to any evaluation and/or other material placed in their file. Such answer shall be attached to the file copy.

C. Teacher's Right Of Access To Personnel File

Pursuant to Section 10-151 of the Connecticut General Statutes, each professional employee certified by the State Board of Education and employed by the Board shall be entitled to knowledge of and access to supervisory records and reports of competence, personal character and efficiency maintained in their personnel file with reference to evaluation of their performance by the Board. It is understood that the above will take place in the presence of the Superintendent or their appointed representative.

D. Copy Of Personnel Material Furnished To Teacher

In order to effect compliance with Section A, B, and C of this Article, the Board agrees that each teacher shall be furnished a copy of any material of an evaluatory nature that the Board intends to use in the evaluation of the teacher's competence, personal character and/or efficiency upon the teacher's written request. It is understood that confidential or pre-employment references are not to be included in the teacher's evaluation file. No such material of an evaluatory nature, other than for which have been furnished to the teacher, shall be placed in the teacher's file. No materials shall be used to evaluate a teacher's performance that have not been made available or shown to the teacher.

E. Confidential Treatment Of Personnel Files

The Board shall continue its policy of treating personnel files with the highest degree of confidentiality. To that end, no person other than the principal, superintendent or their designee, persons entitled by law to such access, or the Board shall have access to such files without the written consent of the teacher.

ARTICLE 14
Personal Days

- A. Funeral Leave. A leave of absence not to exceed three (3) days shall be granted to members of the bargaining unit whose spouse, parent, brother, sister, in-laws, child, grandparent, or grandchild dies. Such leave shall be with pay.
- B. Religious Leave. A leave of absence not to exceed two (2) days per school year shall be granted to members of the bargaining unit to observe religious holidays. Such leave shall be with pay.
- C. Full-time members of the bargaining unit will be allowed a maximum of four (4) personal days without loss of pay per year. Members of the bargaining unit employed less than full-time will be allowed a prorated maximum number of personal days without loss of pay per year. It is understood that all four (4) days are granted only for matters of pressing personal needs which cannot otherwise legitimately be performed outside the teaching day. The reasons for which personal days are granted are:
 - 1. A death of a close friend or a relative other than those individuals listed in Section A;
 - 2. An emergency which arises over which the teacher has no control;
 - 3. Legal business;
 - 4. Wedding ceremony within the teacher's immediate family; immediate family defined as child, parent, sibling, grandparent, or grandchild;
 - 5. Religious holidays;
 - 6. Graduation ceremonies of the teacher, spouse, parent, child or grandchild; and
 - 7. Family Reasons, such as military deployment of a close relative, family emergency other than illness or attendance at a family member's school related function or event.
- D. From August through April, up to two (2) days may be used for necessary personal business that cannot otherwise be conducted outside the work day, the reason for which shall not be required to be disclosed. In May and June, the use of personal days is limited to the seven (7) reasons listed above.
- E. When a teacher notifies the building administration of their intent to use a personal day, they will indicate for which of the seven (7) reasons, in Section C above, the day is being taken, and for leave under paragraph 2 above (emergency situations) shall describe the specific circumstances that cause the absence to be a matter of pressing personal need that cannot otherwise legitimately be performed outside the teaching day. The administration may request additional information about the reasons for the teacher's request for the use of personal leave, except for the use of up to two (2) days in August through April as noted above in paragraph D.

- F. Except in cases of emergency, notice shall be given to the building principal as far in advance as possible but in any event at least seven (7) days in advance. In cases of emergency, such notice shall be given as soon as possible once the teacher is aware of the need for such leave.
- G. All personal days shall not exceed four (4) days per year.
- H. The Superintendent, in their discretion, may grant additional leave under this section under extenuating circumstances.
- I. In order to help ensure continuity of instruction of classes, personal leave shall not be granted on the last day before a school holiday or vacation period or on the first day of school after a holiday or vacation period, or on a day scheduled for professional development.
- J. Personal leave may be taken in one-quarter (1/4) day increments.

ARTICLE 15 Professional Days

- A. Each teacher may be allowed time for planned professional growth with the prior written approval of the administration, without loss of salary.
- B. Request for such leave shall be made at least three (3) days in advance of a planned professional day.
- C. The Board of Education shall reimburse registration fees for professional development workshops if approved by the Superintendent or their designee as being in the best interest of the Colchester Public Schools.
- D. Any teacher approved for a professional growth opportunity shall provide information regarding the information learned at the professional growth opportunity.

ARTICLE 16 Sick Leave

- A. Any employee serving on a regular full-time contractual basis during a ten-month period of any one (1) school year shall be entitled to eighteen (18) days sick leave

in any given year. Any employee serving on less than a full-time basis during a ten-month period of any one (1) school year shall be entitled to a prorated amount of sick leave. Should it become necessary for an employee to break their contract, it is understood that no part of their sick leave shall be included in the thirty (30) day period prior to the termination of said contract, except by approval of the Superintendent.

- B. Any unused sick days in a given year shall accumulate year by year until a maximum equal to the teacher's work year is reached. If extenuating circumstances should occur, a request for additional sick leave shall be considered.
- C. Any employee hired on a full-time contractual basis (not per diem substitutes) on or after October 1st of any given year will be granted sick leave, the number of days to be proportioned to the balance of the school year covered by the contract. Any unused sick leave accumulated in such year shall be cumulative to a maximum equal to the teacher's work year, provided the employee is rehired.
- D. The accumulated sick leave of any employee who is on authorized leave shall remain intact, and upon the return of said employee the following school year, shall again begin to accrue toward the maximum which is allowed.
- E. Justification of excessive absenteeism may be verified by the building principal. The principal may require a medical certificate after five (5) consecutive days of absence or when circumstances otherwise reasonably justify the request.
- F. Sick leave under this provision may be used for medical appointments that must be scheduled during the teaching day. No more than twelve (12) sick leave days per year may be used for the care of a member of the immediate family.

ARTICLE 17 Maternity Leave

- A. Maternity Leave shall be granted by the Board of Education, and the teacher may use accumulated sick leave for disabilities caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom. This leave shall be designated as leave taken under FMLA, and shall be counted against the employee's entitlement to leave under such Act.
- B. The length of leave shall be a matter for the determination of the teacher and the teacher's physician, subject to review upon request by an impartial physician designated by the Board. In order to ensure continuity of the educational process, the teacher shall notify the Board at least thirty (30) days before the estimated time of the commencement of the leave, as well as the estimated time of the duration of the leave. The length of the leave, as well as the date of commencement, may be changed by the teacher after consultation with her physician, subject to review

upon request by an impartial physician designated by the Board. The cost of the impartial physician shall be borne by the Board.

- C. The availability of extensions of leave, the accrual of seniority and other benefits and privileges, reinstatement and payment under any health or temporary disability insurance shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other disabilities.

ARTICLE 18 Parental Leave

Any teacher who is the parent of a newborn infant (or a newly adopted or child newly placed in foster care), and such teacher is not entitled to paid maternity leave, may request one (1) week's leave of absence with pay to care for the newborn infant (or a newly adopted or child newly placed in foster care). Such leave, shall be given with full pay and insurance benefits commencing when requested, but in any case within one year of the birth, adoption or foster placement of the infant/child. This leave shall be designated as leave taken under FMLA, and shall be counted against the employee's entitlement to leave under such Act.

ARTICLE 19 Authorized Leave

- A. The Board of Education may authorize a leave of absence of up to two (2) years without pay for Federation business. The Board of Education may authorize a leave of absence of up to one (1) year without pay for reasons such as:
 - 1. Graduate study - study related to the subject matter to be taught as an employee of the Colchester Board of Education. Evidence of course work completed shall be submitted to the Superintendent as requested.
 - 2. Meeting legal requirements for the adoption of a child.
 - 3. Child-rearing leave.
- B. Persons on leave shall be given the option of continuing their insurance benefits at their own expense. By March 1, the Superintendent shall mail to employees whose leave expires at the end of the school year notification of the expiration of leave. Such employee must notify the Superintendent in writing of their intent to return by April 1 of that school year. Failure to provide such written notification by such date shall be considered a resignation of employment. At the expiration of the approved leave, the teacher shall be restored to their former position or another position within their certification area to the extent possible.

ARTICLE 20
Sabbatical Leave

- A. Sabbatical leave may be granted for programs of study, research, travel, or professional improvement. It is understood that such leave is not granted as a reward for work previously performed, but rather as an opportunity to prepare for improved services in the schools of Colchester.
- B. A sabbatical leave of absence may be granted to teachers of the Colchester Public School System subject to the approval of the Board upon the recommendation of the Superintendent, when in their considered judgment the professional competence of the staff member and the general welfare of the public schools will be benefited.
- C. An applicant may be asked to appear in person before the Board for an explanation of their plans.
- D. Applications for leaves for the next school year must be in the Superintendent's Office by no later than the first school day of the preceding November.
- E. Applicants must have completed a minimum of seven (7) consecutive years of service in the Colchester Schools.
- F. Applications shall be considered in order of date received. Seniority in the Colchester Schools shall be given preference when other factors benefiting the Colchester Schools are equal.
- G. The number of employees on sabbatical leave at any one time shall be limited to one (1).
- H. Sabbatical leaves may be combined with programs of study or research which are financed by outside non-commercial agencies such as universities or foundations.
- I. Qualified staff members may be permitted to request a sabbatical leave for one (1) or two (2) semesters during a school year.
- J. The portion of a regular salary paid while on leave shall be fifty percent (50%) plus eight hundred fifty dollars (\$850.00) for every dependent recognized by the Internal Revenue Service. The Board will continue to pay for insurance benefits.
- K. A teacher on sabbatical leave shall furnish as many reports as the Superintendent deems necessary or reasonable to determine that the teacher is fulfilling the agreement and all the requirements of the leave. A teacher shall not be considered as having completed the requirements of the sabbatical leave until a final report has been approved by the Superintendent.

- L. At the expiration of a sabbatical leave, the teacher shall be restored to their position or to a position with like nature, seniority, fringe benefits and pay provided that the teacher remains eligible for reinstatement under other rules and regulations of the Board.
- M. It is understood that any teacher who has been granted a sabbatical leave shall sign a two (2) year return agreement and is financially obligated for all amounts paid on their behalf (including wages and fringe benefits) during the sabbatical leave. Half of this amount is cancelled after return, and the remaining half is cancelled after completion of the second year.

ARTICLE 21

Jury Duty

Any teacher who is called for jury duty shall notify the Superintendent by the end of the next work day following receipt of notification of prospective jury duty. Such employees shall seek to be excused during the school year, and, if not, receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The staff member shall receive no deduction in salary. The jury fee shall be deposited with the Superintendent for transfer to the General Fund.

ARTICLE 22

Class Size

- A. The determination of class size for purposes of this Article shall be made as of October 1, or the first school day thereafter, of each school year. The Board of Education agrees, to the goals:
 - 1. No core academic class (Grades PK-2) shall exceed twenty-three (23) students.
 - 2. No core academic class (Grade 3, 4, 5) shall exceed twenty-six (26) students.
 - 3. The aggregate student load for any core academic teacher in Grades 6-8 shall not exceed one hundred thirty (130) students, and for any core academic teacher in Grades 9-12 shall not exceed one hundred thirty-five (135) students, provided that no individual core academic class shall exceed thirty (30) students.
 - 4. Lab class sizes shall be limited to a maximum of twenty-four (24) students.

5. If, due to the unavailability of space to permit scheduling an additional class or classes in order to reduce class size, it becomes necessary to assign a core academic teacher to a class which exceeds the numbers listed above, the principal shall stipulate the reason in writing to the Superintendent of Schools. The Superintendent shall send a copy of the principal's stipulation to the Federation President.
- B. The class size of instructional areas including, physical education, art, family and consumer science, technology education, world language, computer lab and music education, as well as laboratories including biology, chemistry, physics, reading, and foods shall be limited to the physical facilities available, the nature of the instructional activity and the number of students that can be instructed safely.
- C. Study halls shall be limited to fifty (50) students per teacher, but at no time shall there be more students than there are student stations.
- D. The Board and the Federation recognize the need for adequate counseling services and, with due regard for financial resources, acknowledge the goals set forth in the following ratios:
 1. Grades 6 - 8 500-1
 2. Grades 9 - 12 250-1

ARTICLE 23

Payroll Deductions

- A. All teachers' annuities beginning with the contract period shall be required to have a common anniversary date of January 1st.
- B. The Board further agrees to provide payroll deductions for optional teacher retirement for those teachers filing a form indicating they wish the same no later than August 15th, or if hired at a later date, within thirty (30) days of employment.
- C. Upon payment of any of the above named deductions, the Board shall be held free and harmless from any liability in handling such deductions and may require a release from the designated teacher organization.
- D. Teachers shall be paid bi-weekly on Fridays, through electronic direct deposit to the financial institution of their choice. Teachers may elect to be paid in 22 (10 months) or 26/27 (12 months) payments, with such election to be made in writing at the beginning of each school year. Teachers will receive their first paycheck on the first regularly scheduled payday. Such payments shall be of as near equal size as possible after deductions. Teachers who elect the twenty-six (26)/twenty-seven (27) payment option shall receive one payment for the summer pay periods (calculated at their then current salary rate).

ARTICLE 24

Work Year

- A. The teacher work year will be based upon one hundred eighty-one (181) full or partial days of student attendance plus one (1) full day prior to the opening of school and four (4) full days to be used for Board directed Professional Development.
- B. The administration may assign guidance counselors additional work days beyond the regular work year. Work days may be assigned on a full day or partial day basis. Any such days assigned by the administration shall be paid per diem, or a pro-rata portion thereof, for each such day assigned, payable on the next payroll date following the completion of the days assigned. Guidance counselors may be assigned by the administration to up to twenty (20) days beyond the regular work year (based on building needs), but in no event will a guidance counselor be assigned to work more than twenty (20) additional full workdays beyond the regular work year without their consent.

ARTICLE 25

Teacher Protection

- A. The Board will protect and save harmless any teacher from any financial loss and expense, including legal fees and costs, arising out of any claim, demand, suit or judgment as provided by Connecticut General Statutes § 10-235, as amended from time to time. This section is for informational purposes only.
- B. Whenever a teacher is absent from school as a result of a personal injury caused by an accident arising out of and in the course of their employment, they shall be paid their full salary (less the amount of any Worker's Compensation award made for temporary disability due to said injury) for the period of such absence, up to a maximum of one (1) year. No part of such absence shall be charged to the teacher's annual or accumulated sick leave.
- C. Teachers are not insured against loss or damage to personal property incurred while in the performance of their job duties.
- D. Teachers shall be protected in accordance with Connecticut General Statutes § 10-236a. This section is for informational purposes only. A copy of all assault reports filed with the State Department of Education shall be sent to the Federation President. Any teacher who has reported an assault shall have the right to meet with the building principal to discuss any disciplinary action taken.

ARTICLE 26

Severance Pay

Certified professional employees who have served a minimum of fifteen (15) years of consecutive service in the system, upon retirement (i.e. filing with the TRB for retirement benefits) or death, but not resignation, shall receive payment for twenty-seven percent (27%) of all accumulated unused Sick Leave days based on salary at the time of severance. To be eligible for this payment, teachers must have been hired on or before June 30, 2017. Retiring teachers who provide written notification by October 1 of intent to retire shall receive this retirement benefit during the first payroll period for employees in the fiscal year following retirement. Retiring teachers who do not provide written notification by October 1 of intent to retire shall receive this retirement benefit during the first payroll period for employees in the second fiscal year following retirement.

ARTICLE 27

Continuing Development

- A. Teachers will be given an opportunity to participate in the development of curriculum materials. Reimbursement for this service shall be in accordance with Appendix B, #3 (Other).
- B. With the approval of the Superintendent, and not subject to the grievance procedure, the Board of Education will reimburse teachers for up to six (6) credit hours of course work per fiscal year. The Board must be given prior notice of intention to take credit courses by November 1 of the previous fiscal year. To be eligible for course credit reimbursement, a teacher must be on the MA or above salary schedule and obtain a B average or better in said course. Payment shall not exceed two hundred and fifty hundred dollars (\$250.00) per credit.
- C. Classroom teachers who successfully complete all requirements for National Board Certification shall be reimbursed for out-of-pocket expenses for application fees and related expenses in an amount not to exceed \$2,000.

ARTICLE 28

Placement On The Salary Schedule

- A. All teachers' contracts shall be in accord with the salary plan taking into consideration the following:
 - 1. Degree status as defined in this Contract.

2. Full credit for previous teaching experience in public, private and military schools. Intermittent or short term substitute service will not be credited as previous teaching experience.
 3. Credit for teaching in the Peace Corps and Vista as long as such teaching service is comparable to teaching performed in the Colchester Public Schools as determined by the Superintendent. Credit may be given for other experience as determined by the Superintendent to be relevant to the teacher's assignment in accordance with Article 28 (Placement on the Salary Schedule) up to Step 6.
 4. Credited experience for placement on the salary plan means teaching experience in Colchester or approved experiences elsewhere. In the case of a partial year of teaching, one-half year or more is credited as one (1) year; less than one-half year will receive no credit.
- B. Any eligible teacher who qualifies shall be placed on the appropriate step of the BA+15, MA+15, 6th Year+15 or Doctorate salary tracks, in accordance with Section A. Such placement shall occur on the July 1 after the teacher meets the standards set forth in Article 29 below, on the condition that on or before November 1 of the prior fiscal year the teacher notifies the Superintendent in writing of the intention to complete coursework that will advance the teacher on the salary schedule. Should such written notification be provided after November 1, the placement will occur on July 1 of the subsequent year (e.g., written notification in March 2007 shall result in change of status July 1, 2008).

ARTICLE 29

Degree Definitions

- A. The salary plan listed in Appendix A of this contract shall be interpreted and applied in accordance with the following definitions:
1. Bachelor: A baccalaureate degree earned at an accredited college or university.
 2. BA + 15 Fifteen (15) hours credit beyond the Bachelor's Degree in a program leading toward the Master's Degree as defined below.
 3. Master: A master's degree earned at an accredited college or university or the completion of thirty (30) credits beyond the baccalaureate degree in a program approved by an accredited college or university or the Connecticut State Department of Education. Teachers hired after July 1, 1998, must complete a master's degree within five (5)

years of completion of the thirty (30) credits in order to maintain placement at this salary step.

4. MA + 15 Fifteen (15) hours credit beyond the Master's Degree in a program leading toward the Sixth Year as defined below.
 5. Sixth Year:
 - a. A sixth year certificate earned in an accredited college or university or the completion of thirty (30) credits beyond the master's degree (as defined in paragraph 3 above) in a program approved by an accredited college or university, or a second master's degree earned in an accredited college or university as approved by the Superintendent in advance.
 - b. Credits other than those in a planned program must be approved by the Superintendent to qualify for a sixth year increment. Teachers hired after July 1, 1998 must complete the sixth year planned program within five (5) years of receipt of the thirty (30) credits in order to maintain step placement at this level.
 - c. A sixty (60) credit master's degree in social work, speech pathology, and/or school psychology shall be defined as a sixth year.
 6. Sixth Year+15: Fifteen (15) credits beyond the Sixth Year (as defined in paragraph 5 above) in a planned program approved by an accredited college or university or by the Superintendent of Schools.
 7. Doctorate: A doctorate degree earned at an accredited college or university. Accreditation must be by a nationally recognized accreditation authority. The additional compensation noted in Appendix A of this contract shall only be granted as long as the teacher is already on the Sixth Year + 15 salary lane. The doctorate must be in a planned program and only Ph.D.s and Ed.D.s are acceptable for additional compensation.
- B. Evidence of successful completion of graduate programs must be submitted prior to receiving advance placement on the salary schedule. Advance placement shall not be made retroactively. In order to be eligible for the BA +15, MA +15 and the Sixth Year + 15 salary lanes, a teacher must commence work for the district prior to June 30, 2020.

ARTICLE 30
Insurance Benefits

- A. The Board shall provide to all eligible teachers, subject to the conditions herein stated, the following individual and dependent health insurance coverage with the features of the insurance plan outlined below. Enrollment in the insurance plans shall be subject to any and all eligibility requirements established by the insurance carrier and/or plan administrator, at group rates subject to conditions imposed by the carriers, with the employee portion of such coverage to be paid by the employee through payroll deduction.
1. The High Deductible Health Care ("HDHP") Plan as outlined in summary form in Appendix C. Teachers will remain on the \$2,250/\$4,500 HDHP Plan for the 2023-24 school year and move to the \$2,500/\$5,000 HDHP Plan beginning with the 2024-25 school year.
 2. The insurance program cited, hereinabove, are available to all teachers hired on or before June 30, 2015 whose teaching load is at least fifty percent (50%) that of a full-time teacher or who were employed prior to September 1, 1987. Teachers hired after September 1, 1987, whose assigned time is less than fifty percent (50%), shall be eligible to participate at their own expense, provided that the Board shall pay a prorated amount of the Board's share of premiums.
- B. Effective July 1, 2022, the employee shall pay twenty and one half (20.5%) of the premium costs for the HDHP Plan by payroll deduction.
- C. The following provisions shall apply to all teachers whose teaching load is at least fifty percent (50%):
1. Fifty thousand dollars (\$50,000.00) Term Life Insurance, plus an equal amount of coverage for accidental death and dismemberment, for each teacher, and the Board shall pay the full premium for this insurance.
 2. The following Vision Care Rider, with family coverage is provided to the employee with the same premium share as noted in Section B, hereinabove. Coverage is provided according to policy schedule:
 - a. Visual examination, including refractions.
 - b. Lens, including coverage for:
 - (1) Single lenses
 - (2) Bi-Focal lenses

- (3) Tri-Focal lenses
- (4) Contact lense(s)
- (5) Frames

3. The Board shall provide prescription drug coverage with family coverage for employees electing the HDHP Plan through the applicable formulary, with employee retail co-payments of \$10/\$25/\$40 (generic/preferred brand/non-preferred brand) and mail order co-payments of \$20/\$50/\$80 (generic/preferred brand/non-preferred brand) for a 90 day supply. Prescription coverage shall be subject to the applicable HDHP deductible in the first instance.
4. The Board shall provide each member of the teachers' bargaining unit with family coverage, the following dental coverage with the same premium share as noted in Section B, hereinabove:
 - a. The Blue Cross/Blue Shield FLEX Plan for Dental Care which shall not have any deductible (first dollar coverage) for diagnostic/ preventative dental services which shall include, but not be limited to, oral examination, x-rays, simple extractions, emergency treatment, prophylaxis (cleaning), fluoride treatments, repair of dentures, fillings, and endodontics as described in the plan provided.
 - b. There will be a twenty-five dollars (\$25.00) per insured individual, per year front-end deductible for all other basic benefits covered by the FLEX Dental Plan.
 - c. Payments are to be based on reasonable and customary charges.
 - d. Dental coverage shall also include all Rider A benefits (inlays [not part of bridge], crowns [not part of bridge], space maintainers, oral surgery and apicoectomy) payable to eighty percent (80%) of reasonable and customary charges.
 - e. Dental coverage shall also include all Rider D benefits (orthodontist) payable at the rate of sixty percent (60%) of covered expenses until the insurance carrier has paid six hundred dollars (\$600.00) per insured individual under the age of 20; the six hundred dollars (\$600.00) is a lifetime maximum.
 - f. Insured/spouse and unmarried dependents to age 26. For employees hired after July 1, 2004, dependents over nineteen must also be full-time students. The conditions set forth in this subsection shall not replace any conditions set forth under applicable state or federal law.

- g. Coverage will be limited to a maximum benefit of \$2,000 per person per calendar year for Diagnostic & Preventive and Basic services as outlined in Appendix C.
- D. All members of the teachers' bargaining unit who retire from teaching under the provisions of the General Statutes of the State of Connecticut shall be allowed to participate in health coverage offered to active teachers in accordance with law. Provisions of this coverage are to be determined by the terms and conditions of the individual insurance companies.
- E. The Board may substitute insurance carriers/plans/administrators as it deems fit so long as the new carrier provides reasonably comparable coverage and administration. Network equivalence shall not be a factor in considering reasonably comparable coverage and administration if the disruption in doctor utilization (by visit) is fifteen percent (15%) or less. The Board shall provide written notice of the change in carrier, plan and/or administrator to the Federation, together with information for distribution to Federation members. Following receipt of such written notice, the Federation shall have thirty (30) calendar days to dispute the Board's determination that a change in carrier, plan or administrator does provide reasonably comparable coverage. Failure of the Federation to file such a claim within thirty (30) calendar days shall constitute a waiver of such claim. Disputes as to reasonable comparability are to be resolved forthwith by final and binding arbitration before a mutually agreeable arbitrator experienced in matters of insurance coverage.
- F. Any employee who elects to waive medical insurance benefits will receive a cash settlement as follows:
 - 1. Individual - five hundred thirty-five dollars (\$535.00);
 - 2. One/One - one thousand one hundred thirty dollars (\$1,130.00); and
 - 3. Family - one thousand five hundred dollars (\$1,500.00).
 - 4. This settlement will be prorated on a monthly basis if the employee leaves the school system prior to the end of the fiscal year. An employee who elects to waive medical insurance coverage may re-elect to have the insurance coverage at any time. In such a case, the cash settlement will be prorated on a monthly basis. Even though this option is elected by an employee, an employee shall still enjoy the benefits found in Section C, paragraph 1 of this Article. Subject to the rules and regulations of the Internal Revenue Service and the Section 125 Plan, where a change in a teacher's status prompts the teacher to resume Board provided insurance coverage, the prior written waiver may, following written request to the Board, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible. Such coverage shall be subject to any regulations or restrictions, including waiting periods, which

may be prescribed by the appropriate insurance carrier administering the Board's insurance plan.

5. The Board reserves the right to publicize and/ or enhance the waiver option at any time.
 6. The waiver payment is not available to any employee who is receiving health insurance through the Colchester Board of Education for the year in which insurance has been waived.
 7. The waiver payment is only available to a teacher who received the waiver payment during the 2019-2020 school year and continues to waive insurance each year. If such an eligible employee receiving the waiver subsequently enrolls in the Board's health insurance plan, they shall lose eligibility for the waiver payment in the future.
- G. The Board shall implement and maintain a Section 125 Salary Reduction Agreement which will be designed to permit exclusion from taxable income of the employee's share of health and life insurance premiums. The Board makes no representation or guarantees as to the initial or continued viability of such a salary reduction agreement, and 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 employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Federation or any teacher covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the salary reduction agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.

ARTICLE 31 Salaries

- A. The salary schedules for 2023-2024, 2024-2025 and 2025-2026 are attached hereto as Appendix A. New salary schedules will be implemented at the start of the respective school year, not the fiscal year.
- B. Any teacher under contract with the Colchester Board of Education shall be required to give a minimum of thirty (30) days written notice prior to resigning. The Superintendent may waive or modify this requirement in their sole discretion upon request of the teacher.

ARTICLE 32 Amendment

- A. This contract contains the full and complete agreement between the Board and the Federation, except as noted below.
- B. Negotiations with respect to salary for any new or revised position(s) within the bargaining unit shall be initiated at the written request of either party.
- C. This contract may be amended or modified by mutual written agreement of the parties.
- D. With regard to matters not covered by this contract, the Board agrees to make no changes in existing policy affecting salaries or other conditions of employment without prior consultation with the Federation.

ARTICLE 33
Savings Clause

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

ARTICLE 34
Layoff and Recall

- A. No tenured teacher (as defined in Section 10-151(b) of the Connecticut General Statutes as amended) shall be laid off when a position exists which is either vacant or occupied by a non-tenure teacher and for which the tenured teacher is certified.

In the event that it becomes necessary to reduce the teaching staff, the following procedure shall be followed in identifying the teacher whose contract is to be terminated:

- 1. Non-tenured teachers in the affected certification areas shall be terminated before tenured teachers on a system-wide basis.
- 2. Among tenured teachers in the affected certification area(s), the least senior teacher within the following categories shall be terminated:
 - a. Elementary (Kindergarten through Fifth Grade)

- b. Middle (Sixth Grade through Eighth Grade)
 - c. Secondary (Ninth Grade through Twelfth Grade) within the department in which the position is eliminated.
 - d. K-12 certified positions (e.g., speech and language pathologist, social worker, school psychologist, special education teacher, reading specialist, physical education teacher, music teacher, art teacher)
- 3. A teacher who would otherwise be terminated from one of the four categories set forth above shall be entitled to displace a less senior teacher at another level if the teacher is certified and qualified for said position.
- B. It is understood that a layoff is a termination of employment subject to administrative and/or judicial review in the manner set forth in §10-151 et seq. of the Connecticut General Statutes as amended, and in no other manner. In the case of judicial review under those statutory provisions, the parties agree that the provisions of this Article can and should be submitted to the court.
- C. The name of any employee who has been laid off shall be placed upon a reappointment list and remain on such list for one (1) year provided such teacher does not refuse a reappointment and provided such teacher applies in writing by certified or registered mail for retention of their name on said list on or before June first of each year subsequent to their termination.
- D. No new employee shall be hired to fill a position for which an employee on the reappointment list is certified and qualified. In cases where more than one (1) employee on the reappointment list is certified and qualified for a particular position to be filled, seniority shall be the determining factor in the recall process.
- E. No employee who has been laid off shall be entitled to payment or accrual of any compensation or fringe benefits, whether or not they remains on the reappointment list. However, an employee who is re-appointed from the list shall be entitled to reinstatement of any benefits earned or accrued at the time of layoff, and further accrual of salary increments and fringe benefits shall resume where they left off. No years of layoff will be credited as years of service for compensation or retirement purposes.
- F. Seniority shall be the determining factor in layoffs for tenured employees. For non-tenured employees, if in the judgment of the Superintendent, non-tenure teachers under consideration for layoff have similar skill, qualifications and ability, then those having least years of continuous service in Colchester will be released first.

- G. The provisions of this Article shall not apply to holders of durational shortage area permits, who are employees at will.

ARTICLE 35

Definitions

- A. The following definitions shall apply to this contract:

1. Board: The Board of Education of the Town of Colchester.
2. Federation: The Colchester Federation of Teachers, AFT Local #1827, AFT-Connecticut, AFL-CIO
3. Administration: The Superintendent of Schools and all personnel serving in positions requiring intermediate certification.
4. Teacher: Any employee of the Board serving in a position requiring teaching or special service certificate.
5. School: Any work location to which a member of the bargaining unit is assigned.
6. Teachers' Bargaining Unit: All employees designated as members of the unit as defined by Section 10-153b(a)(2) of the Connecticut General Statutes.
7. Teachers' Bargaining Agent: The Collective bargaining agent chosen pursuant to Section 10-153b(c) of the Connecticut General Statutes.
8. Seniority: Continuing employment by the Board in accordance with the teacher's original hiring date in the teacher bargaining unit. Seniority shall not be interrupted by Board approved leaves of absence.
9. Athletic Director: The Director of Athletics.
10. Increment: Vertical and/or horizontal movement on the Salary Plan.
11. Form: Any one of the forms included in the appendices.
12. Days: A twenty-four (24) hour period.

- B. Whenever the singular is used in this contract, it is to include the plural.

ARTICLE 36
Duration of Contract

This contract is the result of collective bargaining between the Board of Education and the Colchester Federation of Teachers which has been conducted under the requirements and directions of the Connecticut General Statutes. The contract shall be effective as of July 1, 2023 and shall remain in full force and effect through June 30, 2026, unless reopened pursuant to its terms. The provisions of this contract supersede all conflicting policies and directives of the Board and may be changed only through mutual written agreement.

ARTICLE 37
Holdover

- A. In the event that the Board and the Federation shall fail to secure a successor contract prior to the termination of this contract, the Board and the Federation agree that all of the terms and conditions of this contract shall remain in effect and be binding on both parties until a successor contract has been negotiated and is operable.
- B. The parties agree that negotiations for a successor contract shall begin in accordance with statute. Any agreement so negotiated shall apply to all members of the teachers' bargaining unit and shall be reduced to writing and signed by the parties.


DATED: 1/13, 2023

DATED: 1/11, 2023

Alexander Oliphant, Chair
Colchester Board of Education


Witness

Sam Norman, President
Colchester Federation of Teachers


Witness

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APPENDIX A

2023-2024 SALARY SCHEDULE							
Old Step	New Step	BA	BA+15	MA	MA+15	6th Yr	6Yr+15
1							
2							
3	1	48,743	49,502	50,261	51,022	51,784	52,542
4	2	49,766	50,509	51,260	52,003	52,755	53,499
5	3	50,902	51,636	52,370	53,108	53,846	54,576
6	4	52,539	53,261	53,982	54,709	55,428	56,155
7	5	54,175	55,010	55,710	56,380	57,049	57,723
8	6	56,612	58,929	59,748	60,295	60,838	61,392
9	7	58,963	62,602	64,387	64,975	65,560	66,158
10	8	62,206	66,358	69,216	69,848	70,477	71,120
11	9	65,627	70,340	74,407	75,087	75,763	76,454
12	10	69,236	74,560	79,987	80,718	81,445	82,188
13	11	73,044	79,034	85,986	86,772	87,553	88,352
14	12	77,061	83,776	92,435	93,280	94,119	94,978

Doctorate: One thousand dollars (\$1,000.00) above the Sixth Year+15 salary lane.

Top Step Stipend: One thousand dollars (\$1,000.00) for teachers on new step 12 who complete the full school year with the district, pro-rated for part-time teachers.

Teachers shall move one (1) step on the salary schedule during 2023-2024.

Old Step numbers are applicable to teachers commencing work with the district prior to July 1, 2023.

2024-2025 SALARY SCHEDULE

Step	BA	BA+15	MA	MA+15	6th Yr	6Yr+15
1	49,718	50,492	51,266	52,042	52,820	53,593
2	50,761	51,519	52,285	53,043	53,810	54,569
3	51,920	52,669	53,417	54,170	54,923	55,668
4	53,590	54,326	55,062	55,803	56,537	57,278
5	55,259	56,110	56,824	57,508	58,190	58,877
6	57,744	60,108	60,943	61,501	62,055	62,620
7	60,142	63,854	65,675	66,275	66,871	67,481
8	63,450	67,685	70,600	71,245	71,887	72,542
9	66,940	71,747	75,895	76,589	77,278	77,983
10	70,621	76,051	81,587	82,332	83,074	83,832
11	74,505	80,615	87,706	88,507	89,304	90,119
12	78,602	85,452	94,284	95,146	96,001	96,878

Doctorate: One thousand dollars (\$1,000.00) above the Sixth Year+15 salary lane.

Max Step Stipend: One thousand dollars five hundred (\$1,500.00) for teachers on new step 12 who complete the full school year with the district, pro-rated for part-time teachers.

Teachers shall move one (1) step on the salary schedule during 2024-2025.

Old Step numbers are applicable to teachers commencing work with the district prior to July 1, 2023.

2025-2026 SALARY SCHEDULE

Step	BA	BA+15	MA	MA+15	6th Yr	6Yr+15
1	50,464	51,249	52,035	52,823	53,612	54,397
2	51,522	52,292	53,069	53,839	54,617	55,388
3	52,699	53,459	54,218	54,983	55,747	56,503
4	54,394	55,141	55,888	56,640	57,385	58,137
5	56,088	56,952	57,676	58,371	59,063	59,760
6	58,610	61,010	61,857	62,424	62,986	63,559
7	61,044	64,812	66,660	67,269	67,874	68,493
8	64,402	68,700	71,659	72,314	72,965	73,630
9	67,944	72,823	77,033	77,738	78,437	79,153
10	71,680	77,192	82,811	83,567	84,320	85,089
11	75,623	81,824	89,022	89,835	90,644	91,471
12	79,781	86,734	95,698	96,573	97,441	98,331

Doctorate: One thousand dollars (\$1,000.00) above the Sixth Year+15 salary lane.

Max Step Stipend: Two thousand dollars (\$2,000.00) for teachers on new step 12 who complete the full school year with the district, pro-rated for part-time teachers.

Teachers shall move one (1) step on the salary schedule during 2025-2026.

Old Step numbers are applicable to teachers commencing work with the district prior to July 1, 2023.

LONGEVITY PAYMENTS

- A. A teacher in their sixteenth (16th) or seventeenth (17th) year of continuous service in Colchester shall receive a longevity payment of one hundred fifty-six dollars (\$156.00).

- B. A teacher in their eighteenth (18th) or nineteenth (19th) year of continuous service in Colchester shall receive a longevity payment of two hundred ninety dollars (\$290.00).
- C. A teacher in their twentieth (20th) or twenty-first (21st) year of continuous service in Colchester shall receive a longevity payment of four hundred ten dollars (\$410.00).
- D. A teacher who has more than twenty-one (21) years of continuous service in Colchester shall receive a longevity payment of five hundred twenty dollars (\$520.00).
- E. A teacher who has more than twenty-five (25) years of continuous service in Colchester shall receive a longevity payment of seven hundred fifty dollars (\$750.00).
- F. Leaves of absence approved by the Board shall count as year(s) of service and shall not be viewed as breaks in the continuity of service.
- G. Eligibility for longevity payments is limited to individuals who commence work as a teacher in the district on or before June 30, 2020.

APPENDIX B

ATHLETIC COACHES/ADVISORS STIPENDS

1. All “coach/advisor” positions shall be posted on an annual basis on or before May 15th. Assignment of the positions shall be at the discretion of the building principal. In assigning these positions, priority shall be given first to members in the designated school and second to members in other schools. If a “coach/advisor” position is filled by a member from a school other than the designated school, then the duties of the position shall not release that member from his/her primary teaching duties, unless the release has been approved by the building principal.
2. All coaches and advisors shall be compensated based on the tables listed below, except a stipend will be honored if any teacher held the same position in the 2019-20 school year, and the parties agreed to lower the stipend in the 2020-21 school year due to reclassification. In such cases, that teacher shall be compensated at his/her existing rate including all negotiated increases for as long as he/she remains in that position or the current rate, whichever is higher.
3. Any single stipend position may be split between equally between two or more teachers with approval from Administration. Stipends may not be combined to increase the compensation for any one position.
4. Prior to May 1st the Administration and the Federation will meet to review the listed positions, determine if any known positions are excluded, and review the appropriate placement of each position. New positions, outside of the flex positions, will need approval of the Central Office Administration, and category placement will be determined jointly between the Central Office Administration and the Federation.
5. The Athletic Director at Bacon Academy shall be compensated at \$18,874.31 for the 2023-2024 school year. The Athletic Director at Bacon Academy’s compensation shall increase by \$1,000.00 each year for the remaining two years of the contract, equivalent to \$19,874.31 for the 2024-2025 school year and \$20,874.31 for the 2025-2026 school year. The Athletic Director at WJMS shall be compensated at 6%, 7%, or 8% based on years of experience as delineated in the tables below.

The coaching and advisor stipends will be computed by applying the percentages indicated in the charts to the lowest BA Step Salary.

COACHING STIPENDS

CATEGORY	Years 1-3	Years 4-6	Years 7+
I	11.75 %	12.75 %	13.75 %
II	10	11	12
III	8	9	10
IV	6	7	8
V	4	5	6

CATEGORY	POSITIONS	
I	Football	
II	Baseball Basketball – Boys & Girls Indoor Track – Boys & Girls Lacrosse – Boys & Girls	Track & Field – Boys & Girls Softball Wrestling
III	Soccer – Boys & Girls Volleyball	Assistant Baseball Assistant Basketball – Boys & Girls Assistant Football Assistant Lacrosse – Boys & Girls Assistant Softball Asst. Track & Field – Boys & Girls Assistant Wrestling
IV	Cheerleading - Fall Cheerleading - Winter Cross Country– Boys & Girls Dance Team Fencing Golf - Boys & Girls Tennis – Boys & Girls Unified Sports (Full Year)	Assistant Soccer – Boys & Girls Assistant Volleyball Freshman Soccer – Boys & Girls Freshman Basketball- Boys & Girls WJMS: Basketball – Boys & Girls Cross Country Soccer – Boys & Girls Track & Field – Boys & Girls
V	Asst. Cheerleading – Fall Asst. Cheerleading – Winter Assistant Unified Sports Froshmore Assistant Football	WJMS: Assistant Basketball – Boys & Girls Assistant Soccer – Boys & Girls Assistant Track & Field – Boys & Girls

ADVISOR STIPENDS

CATEGORY	Years 1-3	Years 4-6	Years 7+
I	8%	9%	10%
II	6	7	8
III	4	5	6
IV	3	4	5

CATEGORY	POSITIONS	
I	BA Band Director WJMS Band Director Teacher Leader/Sp.Ed. Team Leader	
II	BA Chemical Hygiene Officer BA Choral Director BA DECA BA Drama Club BA Junior Class	BA National Honor Society BA Robotics BA Senior Class BA Student Council BA Yearbook
III	Climate Coordinator BA Bobcat Block Coordinator BA Diversity Club BA Environmental Club BA First Day BA Freshman Class BA GSA BA Kaleidoscope Art Club BA Math Team	BA Newspaper BA Ocean Bowl BA PAL BA Science Bowl BA Sophomore Class BA STEM BA VHS Coordinator WJMS Yearbook
IV	BA Ambassadors BA Interact Club BA Percussion BA Jazz Band	WJMS Chamber Choir WJMS Math Club WJMS Science Advisor WJMS Student Council

ADVISORS - OTHER CLUBS \$25.91 per Hour	
JJIS HOT School JJIS Jazz Band JJIS Junior Achievement JJIS Invention Convention JJIS Lego Robotics	JJIS Math Olympiad JJIS Unified Sports WJMS Clubs WJMS Intramurals All Schools – A/V Specialist

INSTRUCTION \$35.00 per Hour	
Adult Education Enrichment Instruction Curriculum Development Homebound Instruction/Tutoring Summer School Teachers	
\$55.00 per Hour	\$5,300
Mandated Related Services	PreK-12 Summer Sp. Ed. Director 6-12 Summer School Director

APPENDIX C
INSURANCE PROGRAMS
(Article 30)

**HIGH DEDUCTIBLE HEALTH CARE PLAN
(2023-2024 CONTRACT YEAR):**

(Following are some of the co-pay, deductible, and coverage features of the HDHP Plan)

BENEFIT COST SHARES	
	In-Network services and Out-of-Network services subject to deductible and coinsurance.
	No Referrals Required
	Deductible: \$2,250 Individual, \$4,500 Two or More (Shared In-Network and Out-of-Network)
	In Network Coinsurance 100%
	Lifetime Maximum In-Network - Unlimited
	Out-of-Network Benefits
	Coinsurance 80% / 20%
	In-Network Out-of-Pocket Maximum: \$4,500 Individual, \$8,150 Two or More (Shared with Out-of-Network)
	Out-of-Network Out-of-Pocket Maximum: \$4,500 Individual, \$9,000 Two or More (Shared with In-Network)
	Lifetime Maximum Out-of-Network - Unlimited
	Only In-Network Benefits Illustrated Below
PREVENTIVE CARE	Annual
Pediatric	Covered 100% - Not Subject to Deductible
Adult	Covered 100% - Not subject to Deductible
Vision Exam	Covered 100% - Not Subject to Deductible
Hearing	Covered 100% - Not Subject to Deductible
Routine Gynecological	Covered 100% - Not Subject to Deductible
MEDICAL SERVICES	
Medical Office Visit	100% after deductible
Outpatient - PT/OT	100% after deductible
Chiropractic	50 visits per calendar year

	Add'l coverage after 50 visits subject to OON deductible/coinsurance
Allergy Services	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Surgery Fees	100% after deductible
Office Surgery	100% after deductible
Outpatient MH/SA	100% after deductible
EMERGENCY SERVICES	
Emergency Room	100% after deductible
Urgent Care Facility	100% after deductible
Ambulance	100% after deductible
INPATIENT HOSPITAL	Note: All hospital admissions require pre-cert
General/Medical & Surgical	100% after deductible
Ancillary Services (Medication, Supplies)	100% after deductible
Psychiatric	100% after deductible
Substance Abuse/Detox	100% after deductible
Rehabilitative	100% after deductible Covered up to 100 days per calendar year. Add'l coverage after 100 days subject to OON deductible/coinsurance
Skilled Nursing Facility	100% after deductible 120 days per calendar year
Hospice	100% after deductible
OUTPATIENT HOSPITAL	
Outpatient Surgery Facility Charges	100% after deductible

Diagnostic Lab & X-ray	100% after deductible
Pre-Admission Testing	100% after deductible
OTHER SERVICES	
Durable Medical Equipment	100% after deductible
Prosthetics	100% after deductible
Home Health Care	100% after deductible 200 visits per calendar year.
Infertility Services	100% after deductible
Prescription Drugs	After deductible is met: 2 x retail for mail order / \$10 generic, \$25 preferred brand, \$40 non- preferred brand; Unlimited max.

This insurance matrix appendix contains a summary and description of the HDHP Plan. It is agreed and understood by the parties that the insurance description contained in this matrix are descriptive only and is not the insurance policy. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers and/or plan administrators.

**HIGH DEDUCTIBLE HEALTH CARE PLAN
(2024-2025 THROUGH 2025-2026 CONTRACT YEARS):**

(Following are some of the co-pay, deductible, and coverage features of the HDHP Plan)

BENEFIT	
COST SHARES	
	In-Network services and Out-of-Network services subject to deductible and coinsurance.
	No Referrals Required
	Deductible: \$2,500 Individual, \$5,000 Two or More (Shared In-Network and Out-of-Network)
	In Network Coinsurance 100%
	Lifetime Maximum In-Network - Unlimited
	Out-of-Network Benefits
	Coinsurance 80% / 20%
	In-Network Out-of-Pocket Maximum: \$5,000 Individual, \$8,150 Two or More (Shared with Out-of-Network)
	Out-of-Network Out-of-Pocket Maximum: \$5,000 Individual, \$10,000 Two or More (Shared with In-Network)
	Lifetime Maximum Out-of-Network - Unlimited
	Only In-Network Benefits Illustrated Below
PREVENTIVE CARE	Annual
Pediatric	Covered 100% - Not Subject to Deductible
Adult	Covered 100% - Not subject to Deductible
Vision Exam	Covered 100% - Not Subject to Deductible
Hearing	Covered 100% - Not Subject to Deductible
Routine Gynecological	Covered 100% - Not Subject to Deductible
MEDICAL SERVICES	
Medical Office Visit	100% after deductible
Outpatient - PT/OT	100% after deductible
Chiropractic	50 visits per calendar year
	Add'l coverage after 50 visits subject to OON deductible/coinsurance

Allergy Services	100% after deductible
BENEFIT	
COST SHARES	
Surgery Fees	100% after deductible
Office Surgery	100% after deductible
Outpatient MH/SA	100% after deductible
EMERGENCY SERVICES	
Emergency Room	100% after deductible
Urgent Care Facility	100% after deductible
Ambulance	100% after deductible
INPATIENT HOSPITAL	Note: All hospital admissions require pre-cert
General/Medical & Surgical	100% after deductible
Ancillary Services (Medication, Supplies)	100% after deductible
Psychiatric	100% after deductible
Substance Abuse/Detox	100% after deductible
Rehabilitative	100% after deductible
	Covered up to 100 days per calendar year.
	Add'l coverage after 100 days subject to OON deductible/coinsurance
Skilled Nursing Facility	100% after deductible
	120 days per calendar year
Hospice	100% after deductible
OUTPATIENT HOSPITAL	
Outpatient Surgery	100% after deductible
Facility Charges	
Diagnostic Lab & X-ray	100% after deductible

Pre-Admission Testing	100% after deductible
OTHER SERVICES	
Durable Medical Equipment	100% after deductible

BENEFIT	
COST SHARES	
Prosthetics	100% after deductible
Home Health Care	100% after deductible 200 visits per calendar year.
Infertility Services	100% after deductible
Prescription Drugs	After deductible is met: 2 x retail for mail order / \$10 generic, \$25 preferred brand, \$40 non- preferred brand; Unlimited max.

This insurance matrix appendix contains a summary and description of the HDHP Plan. It is agreed and understood by the parties that the insurance description contained in this matrix are descriptive only and is not the insurance policy. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers and/or plan administrators.

BOARD CONTRIBUTION TO TEACHER'S HSA ACCOUNT

The Board will contribute a percentage of the applicable HDHP deductible amount into a teacher's HSA account, as set forth below. For plan participants who may not be eligible (Medicare enrolled or receiving benefits from TriCare or VA) for a HSA contribution, the Board shall make available a HDHP/HRA plan with the same deductible funding as received by HSA participants. The parties acknowledge that the Board's contribution toward the funding of deductible for the HDHP plan by contribution to a teacher's HSA (or HRA contribution) is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HDHP deductible (or HRA contribution) for individuals upon their separation from employment. Board contributions to a teacher's HSA (or HRA contribution) shall be pro-rated for a partial year of employment. In the event that a teacher gives written notice of their intent to leave the district, any further Board contributions to a teacher's HSA (or HRA contribution) shall reflect the pro-rated amount of the teacher's deductible funding through their last day of employment with the district.

The Board will contribute to the annual deductible for employees' HDHP in the amounts set forth below:

- 50% for the individual plan
- 50% for the 2-person or family plan

The Board will make its contribution to a teacher's HSA (or HRA contribution) in four (4) equal installments, on the following schedule:

- 25% of Board's contribution on 1st regular payroll date after September 15th
- 25% of Board's contribution on 1st regular payroll date after December 15th
- 25% of Board's contribution on 1st regular payroll date after March 15th
- 25% of Board's contribution on 1st regular payroll date after June 15th

DENTAL INSURANCE

Benefit	
Individual Deductible: Family Deductible: Lifetime maximum:	\$25 (applies to Basic Services and Major Services only) \$75 (applies to Basic Services and Major Services only) \$600 per member per lifetime for Category 3 All other categories are subject to a maximum of \$2,000 per person per calendar year. Insured/spouse and unmarried dependents to age 25. For employees hired after July 1, 2004, dependents over 19 must also be full-time students
<u>Diagnostic and Preventive Services</u> Initial and periodic oral exams and cleanings Topical application of fluoride Space maintainers X-rays Emergency Treatment Prophylaxis Space Maintainers	Payable at 100% of usual, customary and reasonable charges at participating dentists.
<u>Basic Services</u> Fillings Root Canals Stainless steel crowns Extractions Oral Surgery Repair and relining of dentures Apicoectomy Inlays 1/tooth/5 years Onlays 1/tooth/5 years Crowns 1/tooth/5 years	Payable at 80% of usual, customary and reasonable charges at participating dentists.
<u>Major Services</u> Orthodontics	Payable at 60% of usual, customary and reasonable charges at participating dentists (to age 19) - \$600 lifetime maximum

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU") is made by and between the Colchester Board of Education (hereinafter the "BOARD"), the COLCHESTER FEDERATION OF TEACHERS LOCAL #1827 (hereinafter the "FEDERATION"), all of which are sometimes hereinafter referred to as "the parties".

WHEREAS, the BOARD and the FEDERATION are parties to a collective bargaining agreement(s) effective through June 30, 2026 (the "Agreement"); and

WHEREAS, the parties are desirous of modifying practice regarding maternity leave; and

NOW THEREFORE, the parties enter into this MOU in order to modify the terms and conditions of maternity in the agreement(s) found in article 17 by the below language

Article 17: Maternity Leave

- A. Upon request, maternity leave shall be granted by the Board of Education to a teacher experiencing pregnancy, miscarriage, childbirth, and/or recovery therefrom. Whenever possible, the teacher shall notify the Board of the need for maternity leave at least thirty (30) days before the anticipated date of the commencement of the leave, as well as of the estimated duration of the leave.
- B. The length of the maternity leave shall be a matter for the determination of the teacher and her physician, and it can cover up to a total of twelve (12) calendar weeks. Any week of maternity leave taken while school is in session shall be designated as leave taken under the Family and Medical Leave Act (FMLA) and shall be counted against the employee's entitlement to take leave under FMLA. For all employees, maternity leave will commence on the date of childbirth unless it is deemed medically necessary by the employee's physician that it begin earlier. Though it shall not exceed twelve (12) calendar weeks, the desired length of the maternity leave, including its date of commencement, may be changed by the teacher after consultation with her physician due to unexpected changes and/or challenges during pregnancy, miscarriage, childbirth, and/or recovery therefrom. If additional time is needed, refer to Article 19 (A).
- C. As available, the teacher can use her accumulated sick and personal days to receive her regular pay during her maternity leave, subject to the conditions below.
 - 1. The teacher may only use her accumulated sick and personal days to receive her regular pay on days that school is in session. She may not receive pay for days on which school is scheduled to be closed.
 - 2. The teacher may not fully exhaust her accumulated sick days; she must leave a minimum of five (5) sick days in her "bank."

3. If the teacher chooses to use her available sick and personal days to receive her regular pay beyond the period of her maternity disability, she must commit to working in the district for one (1) additional school year following the year of her maternity leave. For example, if a teacher has enough sick days available and chooses to use them to receive pay for all or part of weeks seven (7) through twelve (12) of her maternity leave (granted that her maternity disability concluded at the end of her sixth (6th) week), she may do so as long as she commits to working in the district during the school year following the year of her maternity leave. If she elects to leave the district for any reason before fulfilling that obligation, she must reimburse the district for said compensation without proration.
 4. In the event that a teacher receives pay during a maternity leave taken in the beginning of a school year by utilizing sick days granted at the start of that school year, and then that teacher resigns immediately after her leave concludes, she is responsible for reimbursing the district for the sick days used - but not yet truly earned - on a prorated basis.
- D. If a maternity leave continues beyond the teacher's available sick and personal days, the remainder of the leave becomes unpaid, with the exception of the following option: If the employee has used all of her available sick and personal days, she may elect to receive the difference between her regular salary per diem and that of her substitute for a maximum of twenty (20) additional school days, subject to the conditions below.
1. If a teacher elects to receive compensation for twenty (20) school days beyond her available sick and personal days (as described in Article 17 D), she must commit to working in the district for an additional two years. If she elects to leave the district for any reason before fulfilling that obligation, she must reimburse the district for said compensation without proration.
 2. If a teacher elects to receive compensation for twenty (20) school days beyond her available sick and personal days (as described in Article 17 D), in no event shall the difference between the actual cost of the teacher's pay and the substitute's pay exceed the teacher's contractual salary.
- E. If applicable, the employee will continue to be covered under the district's health insurance plan during her maternity leave, but she will be responsible for paying her share of the insurance premiums, even during periods of time without pay. The accrual of seniority and other benefits and privileges, as well as reinstatement and payment under any independent health or temporary disability insurance, shall be applied to disability due to pregnancy miscarriage, childbirth, and/or recovery therefrom on the same terms and conditions as they are applied to other disabilities.
- F. A teacher returning from maternity leave shall be assigned to her former position or an equivalent position if that position is no longer available. Such assignment shall be made based on the educational requirements of the district in the judgment of the superintendent.

In addition, the following definitions will be placed in the Agreement, labeled as "APPENDIX D":

Definition of Terms in Relation to CPS Maternity Leave

For the purposes of Article 17: Maternity Leave, Colchester Public Schools uses the following terms according to the definitions below:

Maternity Disability Period: This refers to the period of time during which a mother - according to her physician - is considered disabled and unable to perform her typical work duties due to childbirth. One's maternity disability period begins with the labor and delivery of her child unless there are medical conditions or complications with a pregnancy that require the maternity disability to begin sooner. Barring any medical complications with a woman's pregnancy or delivery, six (6) weeks (30 school days) is the typical period of disability for a mother experiencing a vaginal delivery. Eight (8) weeks (40 school days) is the typical period of disability for a mother who undergoes a c-section. However, the exact number of days she is considered disabled (including the commencement date of her disability and the date she is able to return to work) is solely determined by her physician.

Maternity Leave: Colchester Public Schools uses the term "maternity leave" to refer to the twelve (12) weeks of time immediately following the birth of a child during which a mother can remain out of work to care for herself and her newborn. The only exception to this is if there is a medical necessity for the mother to begin her leave before giving birth, such as in the case of an expecting mother required to go on bedrest (in other words, her maternity disability - as determined by physician - begins before the birth of her child).

One's maternity leave includes the mother's maternity disability period (typically 6-8 weeks) and additional, sequential bonding time up to a maximum of twelve (12) calendar weeks. Once the mother's physician deems her disability period to have concluded, Colchester Public Schools will allow the mother to remain home to bond with her child for the difference between twelve (12) total weeks and the length of her maternity disability. For example, if a mother's physician says her maternity disability period is six (6) weeks long, she can remain home to bond with her child for up to six (6) additional weeks so that she is out of work on maternity leave for a maximum of twelve (12) weeks.

According to the provisions described in the maternity leave policy that was approved for a two-year pilot by the Board of Education on May 23, 2023, a teacher can use her accumulated sick and personal days to receive her regular pay during her maternity leave.

FMLA Leave: This refers to the twelve (12) weeks of unpaid, job-protected leave that employees are entitled to for the birth of a child, among other conditions. A key difference between maternity leave and FMLA leave is that FMLA leave is counted only by work weeks

(weeks in which an employee is expected to report to work), while maternity leave is counted by calendar weeks regardless of whether or not school is in session.

In most cases, one's FMLA leave runs concurrently with one's maternity leave. For example, if a teacher has a baby on September 15th and she works up until her delivery date, both her maternity leave and FMLA leave begin on September 15th and they can continue for up to twelve (12) weeks.

FMLA leave does NOT run concurrently with maternity leave if a teacher has a baby over the summer or if a teacher's maternity leave covers a school break. For example, if a teacher has a baby on July 1st and was not considered disabled by her physician prior to her delivery, her maternity leave begins on July 1st but her FMLA leave only begins on the first day of school. Therefore, if the teacher returns to work after twelve (12) weeks of maternity leave, she will use fewer weeks of FMLA leave than she will use of maternity leave. This will allow her to take additional, unpaid time off from work using FMLA leave later that year should a different medical issue arise. If the teacher chooses to take the remaining weeks of her FMLA leave immediately following the conclusion of her maternity leave, she will need to request child-rearing leave (see Article 19) from the district in order to do so.

After the teacher has reached twelve (12) total work weeks of FMLA leave, the teacher must return to work unless she requested a longer child-rearing leave. In that case, the teacher must refer to the conditions described in Article 19, as she is no longer protected under FMLA law after twelve (12) total work weeks of FMLA leave.

Additional information about FMLA:

- Colchester Public School teachers are protected under the federal Family and Medical Leave Act (FMLA), not Connecticut FMLA law, due to their definition of eligible employers. Chapter 557, Sec. 31-51kk (the CT FMLA provision), paragraph 4 of the CT statutes specifically excludes local boards of education, among others, in its definition of an employer. Therefore, Colchester teachers qualify for the provisions described under FMLA federal law, but not under Connecticut state FMLA.
- For teachers, FMLA time is counted in weeks, not days.
 - Those school weeks that are partial workweeks still count as a full week against the twelve (12) FMLA weeks as long as the majority of the week is worked. For example, if school is closed on Memorial Day but teachers are expected to work the other four (4) out of five (5) days in that workweek, that week counts as a full week under FMLA. If a school is only open for two (2) out of five (5) days in a work week (i.e. Thanksgiving week), that week does not count against one's twelve (12) weeks of FMLA time.

Other Important Notes:

Health Insurance During Maternity Leave and/or FMLA Leave:

If you are on the district health insurance plan, you can remain on this plan during your leave. During any portion of maternity leave during which you are receiving pay, you would continue your normal payroll contributions for your health insurance, as seen in your paystubs. During any portion of maternity or FMLA leave that you are unpaid, you are still responsible for your share of the health insurance premiums if you would like to remain covered by the district health insurance plan. Please make arrangements with the payroll office regarding how to do so.

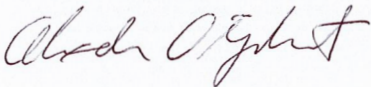
Taking A Child-Rearing Leave After Maternity Leave:

If you will be taking a child-rearing leave for the remainder of the school year after your maternity leave and/or FMLA leave ends, you should notify the district of that intent in your maternity leave letter so that the district can find a long term substitute for the appropriate amount of time. Child-rearing leave, whether covered under your twelve (12) work weeks of FMLA or not, is completely unpaid. During this time you would be responsible for the full cost of your health insurance. Upon returning to the district the following year, you are entitled to a position for which you are certified, but there is no guarantee that it will be back in the same position or school that you were in previously. See Article 19 of the Colchester Public Schools contract for more information in child-rearing leave.

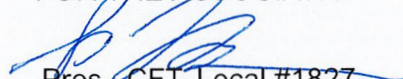
The signatures below indicate that this MOU has been fully approved by the parties and they have the capacity to act on behalf of their representative entities.

Agreed to and approved by the undersigned, this 21st day of July, 2023.

FOR THE BOARD



FOR THE ASSOCIATION



Pres., CFT, Local #1827