

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, 2020- June 30, 2023

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
32	AMENDMENT	29
19	AUTHORIZED LEAVE	17
4	BOARD PREROGATIVES	2
22	CLASS SIZE	19
6	CONSULTATION PROCEDURE	6
27	CONTINUING DEVELOPMENT.....	22
35	DEFINITIONS	31
29	DEGREE DEFINITIONS	23
36	DURATION OF CONTRACT.....	32
5	GRIEVANCE PROCEDURE	3
7	HIRING OF PROFESSIONAL STAFF	6
37	HOLDOVER	32
30	INSURANCE BENEFITS.....	25
21	JURY DUTY	19
34	LAYOFF AND RECALL	30
17	MATERNITY LEAVE	16
3	NON-DISCRIMINATION	1
18	PARENTAL LEAVE	17
23	PAYROLL DEDUCTIONS	20
14	PERSONAL DAYS.....	14
13	PERSONNEL FILES AND EVALUATIONS	13
28	PLACEMENT ON THE SALARY SCHEDULE.....	23
1	PREAMBLE	1
15	PROFESSIONAL DAYS	15
10	PROMOTIONS AND TRANSFERS.....	10
2	RECOGNITION	1
20	SABBATICAL LEAVE	18
31	SALARIES	29
33	SAVINGS CLAUSE	29
26	SEVERANCE PAY.....	22
16	SICK LEAVE	16
11	TEACHER AND FEDERATION RIGHTS	11
8	TEACHER DUTIES	7
12	TEACHER FACILITIES	12
9	TEACHER PROGRAMMING	8
25	TEACHER PROTECTION.....	21
24	WORK YEAR	21
APPENDIX A	SALARY SCHEDULES	34
APPENDIX B	CO-CURRICULAR DUTIES.....	36
APPENDIX C	INSURANCE PROGRAMS.....	39
SIDE LETTER	PERSONAL DAYS	47

THIS CONTRACT IS MADE AND ENTERED INTO on this ____ day of _____, 2020, 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, 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) he/she has 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 his/her administrator of his/her 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 his/her decision in writing with copies to the grievant and the Federation, within seven (7) days of the written submission to him/her 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 his/her designee shall meet with the grievant and a Federation Representative within seven (7) days of receipt by him/her of such appeal and shall give his/her 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. He/she shall be bound by and must comply with all the terms of the contract. He/she 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 his/her 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 his/her immediate supervisor or processing a grievance in his/her 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 for more than forty (40) school days, 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.
 - 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 his/her 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 between two (2) and four (4) faculty meetings per month for a total time of between fifteen (15) and thirty (30) hours annually outside the regular workday.

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. Teachers (Grades 6-8) 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). 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 he/she desires, 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 his/her responsibilities to his/her classes.
- G. All teachers shall have an uninterrupted duty-free lunch period at least the same length as the students.
- 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 he/she is scheduled to work, but the meeting time is not contiguous to his/her regularly scheduled working day, the administration shall excuse the attendance of the teacher for that date if the teacher notifies the administration that he or she has 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 his/her 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 at all schools and 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 Federation President shall receive fifteen (15) copies of the teacher contract upon execution. 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 his/her 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 his/her position in respect to discharge, resignation or demotion, 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, he/she 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.

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 his/her 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 his/her 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

The Teacher shall have the right to file an answer to any evaluation and/or other material placed in his/her 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 his/her personnel file

with reference to evaluation of his/her performance by the Board. It is understood that the above will take place in the presence of the Superintendent or his/her 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 his/her 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 immediately following the date of death 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. 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 son, daughter, mother, father, sister, brother, 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.
- C. 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.
- D. When a teacher notifies the building administration of his or her intent to use a personal day, he/she will indicate for which of the seven (7) reasons, in Section B 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 C.
- E. 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.
- F. All personal days shall not exceed four (4) days per year.
- G. The Superintendent, in his/her discretion, may grant additional leave under this section under extenuating circumstances.
- H. 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.
- I. 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 his/her 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 his/her contract, it is understood that no part of his/her 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 her 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 without pay for reasons such as:
 - 1. Graduate study - one (1) year for the 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 - one (1) year.
 3. Military service - minimum legal requirement.
 4. Federation business - two (2) years.
 5. Child-rearing leave – one (1) year.
- 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 his/her 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 his or her former position or another position within his/her 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 his/her 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 his/her 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 his/her 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. 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 - 8500-1
 2. Grades 9 - 12250-1

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 (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) 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 his/her 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 his/her employment, he/she shall be paid his/her full salary (less the amount of any Worker's Compensation award made for temporary disability due to said injury) for 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 and must give written notification by October 1 of intent to retire. If the teacher does not retire at that time, he/she will not receive payment for accumulated sick leave then or at any time in the future, unless the Superintendent determines that major life changes create extenuating circumstances that justify excusing compliance with the announced retirement, which determination shall not be unreasonable. Retiring teachers shall receive this retirement benefit during the first payroll period for employees in the 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 one hundred dollars (\$100.00) 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 him/her 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 (*e.g.* social work) 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 EDD'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.
 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. The following premium cost-sharing provisions shall apply:
- Effective July 1, 2020, the employee shall pay twenty percent (20%) of the premium costs for the HDHP Plan by payroll deduction.
- 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, he or she 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.
- H. The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The parties recognize that the timing of the imposition of the tax is not within the parties' control. In the event that the tax is scheduled to go into effect during the term of this Agreement, the parties agree to commence negotiations in accordance with the Teacher Negotiation Act, to determine insurance provisions for the contract year in which the excise tax goes into effect. During such negotiations, the parties will reopen this Article (including the related appendices of the contract) for the purpose of addressing the impact of the excise tax and negotiating insurance benefits. No other provision of the contract shall be reopened during such negotiations.

ARTICLE 31 Salaries

The salary schedules for 2020-2021, 2021-2022 and 2022-2023 are attached hereto as Appendix A. New salary schedules will be implemented at the start of the respective school year, not the fiscal year.

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 three (3) years provided such teacher does not refuse a reappointment and provided such teacher applies in writing by certified or registered mail for retention of his/her name on said list on or before June first of each year subsequent to his/her 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 he/she 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, 2020 and shall remain in full force and effect through June 30, 2023, 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.

COLCHESTER BOARD OF EDUCATION

By: Mary Tomasi



Title: Chair, Colchester BOE

DATED: June 5, 2020

COLCHESTER FEDERATION OF TEACHERS

By: \s\ Samuel Norman

Title: President, CFT, Local #1827

DATED: May 22, 2020

APPENDIX A

2020-21 SALARY SCHEDULE

Step	BA	BA+15	MA	MA+15	6th Yr	6th Yr + 15
1						
2	44,807	45,528	46,251	46,976	47,700	48,422
3	45,725	46,437	47,149	47,863	48,578	49,288
4	46,796	47,495	48,201	48,900	49,607	50,307
5	47,980	48,672	49,364	50,059	50,755	51,443
6	49,643	50,324	51,006	51,693	52,372	53,058
7	51,312	52,103	52,765	53,400	54,034	54,672
8	53,749	55,949	56,727	57,247	57,762	58,288
9	56,101	58,979	61,548	62,113	62,672	63,243
10	59,706	63,108	66,781	67,393	67,999	68,619
11	63,289	67,525	72,457	73,121	73,778	74,452
12	67,935	73,215	79,759	80,489	81,213	81,954
13	72,581	78,905	87,061	87,857	88,648	89,456

Doctorate: One thousand dollars (\$1,000.00) above the Sixth Year+15 salary lane.
Teachers shall move one (1) step on the salary schedule during 2020-2021.

2021-2022 SALARY SCHEDULE

Step	BA	BA+15	MA	MA+15	6th Yr	6th Yr + 15
1						
2	45,255	45,983	46,713	47,446	48,177	48,907
3	46,182	46,901	47,620	48,342	49,064	49,781
4	47,264	47,970	48,683	49,389	50,103	50,810
5	48,460	49,159	49,857	50,559	51,262	51,958
6	50,139	50,828	51,516	52,210	52,895	53,589
7	51,825	52,624	53,293	53,934	54,574	55,219
8	54,287	56,508	57,294	57,819	58,340	58,871
9	56,662	59,569	62,164	62,734	63,298	63,876
10	60,303	63,739	67,449	68,067	68,679	69,306
11	63,922	68,200	73,182	73,852	74,516	75,197
12	68,995	74,361	81,014	81,755	82,491	83,243
13	74,069	80,523	88,846	89,658	90,465	91,290

Doctorate: One thousand dollars (\$1,000.00) above the Sixth Year+15 salary lane.
Teachers shall move one (1) step on the salary schedule during 2021-2022.

2022-23 SALARY SCHEDULE

Step	BA	BA+15	MA	MA+15	6th Yr	6th Yr + 15
1						
2	45,707	46,443	47,181	47,920	48,659	49,396
3	46,644	47,370	48,097	48,825	49,554	50,279
4	47,737	48,450	49,170	49,883	50,604	51,318
5	48,944	49,650	50,356	51,065	51,775	52,477
6	50,640	51,336	52,031	52,732	53,425	54,125
7	52,343	53,150	53,826	54,473	55,120	55,771
8	54,830	57,074	57,867	58,397	58,923	59,460
9	57,229	60,164	62,786	63,361	63,931	64,514
10	60,906	64,376	68,124	68,748	69,366	69,999
11	64,561	68,882	73,914	74,591	75,261	75,949
12	70,055	75,508	82,268	83,021	83,768	84,532
13	75,550	82,133	90,623	91,451	92,274	93,116

Doctorate: One thousand dollars (\$1,000.00) above the Sixth Year+15 salary lane.
Teachers shall move one (1) step on the salary schedule during 2022-2023.

LONGEVITY PAYMENTS

- A. A teacher in his/her 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 his/her 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 his/her 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.
2. All coaches and advisors shall be compensated based on the tables listed below, except a stipend will be grandfathered 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 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%, 19% or 20% based on years of experience as delineated in the tables below. The Athletic Director at WJJMS 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 computing by applying the percentages indicated in the charts to the following BA Step 2 Salaries:

2020-2021: \$44,807; 2021-2022: \$45,255; 2022-2023: \$45,707

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 Cross Country– Boys & Girls Dance Team Fencing Golf - Boys & Girls Tennis – Boys & Girls Unified Sports	Assistant Soccer – Boys & Girls Assistant Volleyball <u>WJMS:</u> Basketball – Boys & Girls Cross Country Soccer – Boys & Girls Track & Field – Boys & Girls
V	Assistant Cheerleading Assistant Football Assistant Unified Sports	<u>WJMS:</u> Assistant Basketball – Boys & Girls Assistant Soccer – 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 Leaders – All Schools	
II	BA Chemical Hygiene Officer BA Drama Club BA Choral Director BA DECA	BA Junior Class BA Senior Class BA National Honor Society BA Student Council BA Yearbook
III	BA Diversity Club BA Environmental Club BA First Day BA Freshman Class BA Sophomore Class BA Kaleidoscope Art Club BA Math Team	BA Newspaper BA Ocean Bowl BA PAL BA STEM BA Science Bowl WJMS Math Club WJMS Yearbook
IV	BA Jazz Band BA Percussion	WJMS Chamber Choir WJMS Student Council

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

INSTRUCTION \$35.00 Per Hour	
Homebound Instruction Adult Education Enrichment Instruction	Curriculum Development Summer School Teachers
\$55.00 Per Hour	\$5,300
Mandated Related Services	PreK-12 Summer Special Education Director 9-12 Summer School Director

APPENDIX C
INSURANCE PROGRAMS
(Article 30)
**HIGH DEDUCTIBLE HEALTH CARE PLAN (2020-2021 AND 2021-2022
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: \$2,000 Individual, \$4,000 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 \$4,000 Individual, \$7,900 Two or More; (Shared with Out-of-Network)
	Out-of-Network Out-of-Pocket Maximum: \$4,000 Individual, \$8,000 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

BENEFIT	
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	Covered 100% 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

BENEFIT	
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
(2022-2023 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

BENEFIT	
COST SHARES	
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

BENEFIT	
COST SHARES	
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 his/her 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 his/her 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

If a teacher was enrolled in the Board's PPO plan in the 2019-2020 contract year and enrolls for the first time in the Board's HDHP plan in the 2020-2021 contract year, the Board will make its contribution to a teacher's HSA (or HRA contribution) in two (2) equal installments, on the following schedule:

- 50% of Board's contribution on 1st regular payroll date after 7/15/2020
- 50% of Board's contribution on 1st regular payroll date after 9/15/2020

For all other teachers, 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

SIDE LETTER

Effective upon the signing of this Side Letter by the Colchester Board of Education ("Board") and the Colchester Federation of Teachers (the "CFT"), and continuing through June 30, 2023, **Article 14, Personal Days**, of the Agreement between the Board and CFT for the period July 1, 2020 - June 30, 2023 is hereby deleted in its entirety and replaced with the following new **Article 14, Personal Days**.

ARTICLE 14 **Personal Days**

- A. Funeral Leave. A leave of absence not to exceed three (3) days immediately following the date of death 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. Full-time members of the bargaining unit will be allowed a maximum of ~~sixfour~~ (64) 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 ~~sixfour~~ (64) 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 son, daughter, mother, father, sister, brother, 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.**
- C. From August through April, up to ~~one~~two (12) daydays 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.**

~~C.~~**D.** When a teacher notifies the building administration of his or her intent to use a personal day, he/she will indicate for which of the seven (7) reasons, in Section B 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 C.**

~~D.~~**E.** 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.

~~E.~~**F.** All personal days, ~~including Funeral Leave,~~ shall not exceed ~~six~~**four** (64) days per year.

~~F.~~**G.** The Superintendent, in his/her discretion, may grant additional leave under this section under extenuating circumstances.

~~G.~~**H.** 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.

Paragraph 2. The CFT and the BOARD acknowledge that, simultaneous with the execution of this SIDE LETTER, the parties are resolving a grievance brought by one of the members of the CFT related to the member's use of personal leave during the 2018-2019 school year, and that grievance is currently being held in abeyance by the American Arbitration Association ("AAA") as Case 01-19-0004-2157. The parties acknowledge that the resolution of that grievance is included as consideration for entering into this SIDE LETTER. Accordingly, the CFT shall withdraw Case 01-19-0004-2157, with prejudice.

Paragraph 3. The terms of this SIDE LETTER are recognized as a joint agreement by the BOARD and the CFT, and the terms thereof shall not be subject to any grievance, administrative, judicial, or other challenge except where necessary to enforce the specific terms of the SIDE LETTER.

Paragraph 4. The parties acknowledge that this SIDE LETTER does not constitute any admission by the BOARD that the BOARD violated the Agreement in any way in the manner in which it implemented and/or administered the Agreement was improper; nor is it an admission by the CFT that the manner in which the BOARD implemented and/or administered the Agreement was proper.

Paragraph 5. The validity, effect and operation of this SIDE LETTER shall be determined by the laws of the State of Connecticut.

Paragraph 6. The BOARD and the CFT affirmatively state that they have a full understanding of the contents of the SIDE LETTER and the effects thereof; and that they have executed the same voluntarily and of their own free will, without any coercion.

Paragraph 7. The signatures below indicate that this SIDE LETTER has been fully approved by the parties and they have the capacity to act on behalf of their representative entities.

Paragraph 8. The parties acknowledge that the revised provisions of **Article 14, Personal Days**, as set forth in this SIDE LETTER shall be considered as current contract language for the purposes of the parties' negotiations for a successor agreement to the collective bargaining agreement between the parties effective July 1, 2020 through June 30, 2023.

Paragraph 9. This SIDE LETTER shall be effective upon approval by the parties and mutual execution.

COLCHESTER BOARD OF EDUCATION

By: Mary Tomasi

Title: Chair, Colchester BOE Date: June 5, 2020

COLCHESTER FEDERATION OF TEACHERS

By: Samuel Norman

Title: President, CFT, local #1827 Date: May 22 2020