

Agreement
Between the
Cromwell Board of Education
and the
Education Association of Cromwell

July 1, 2014 - June 30, 2017

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
I	Recognition and Board Prerogatives	1
II	Professional Negotiation	2
III	Grievance Procedure	2
IV	Work Year	6
V	Salary Contracts	7
VI	Salaries	7
VII	Insurance Benefits	9
VIII	Termination Pay	14
IX	Longevity	14
X	Tuition Reimbursement	15
XI	Sick Leave	16
XII	Personal Leave	16
XIII	Maternity and Childrearing Leave	17
XIV	Conference Leave	19
XV	Military Leave/Jury Duty	19
XVI	Sabbatical Leave	19
XVII	Protection of Teachers	21
XVIII	Homebound Instruction	21
XIX	Teaching Assignments	22
XX	Parent Conferences/Evening Meetings	22
XXI	Teaching Conditions	23
XXII	Vacancies	24
XXIII	Sick Leave Bank	25
XXIV	Advanced Degree Definition	26
XXV	Part-Time Teachers	27
XXVI	Work Stoppages	27
XXVII	Employment Security	27
XXVIII	Personnel Files/Evaluation Guidelines	30
XXIX	Teacher Transfers	30
XXX	TEAM Mentor Program.....	31
XXXI	Duration	31
XXXII	Notice of Retirement	31
 Appendix A		
	Salary Schedule 2014-15	32
	Salary Schedule 2015-16	33
	Salary Schedule 2016-17	34

TABLE OF CONTENTS (Cont.)

<u>Article</u>		<u>Page</u>
Appendix B		
	Stipend Schedules	35
Memoranda of Understanding		
	Teacher Work Day	40
	Virtual Instruction	41
	Stipend Review Committee	42

THIS AGREEMENT MADE AND ENTERED INTO on the 12th day of November, 2013 by and between the Cromwell Board of Education (hereinafter referred to as the "Board") and the Education Association of Cromwell, Connecticut Education Association and the National Education Association (hereinafter referred to as the "Association").

A. This Agreement is negotiated under Section 10-153a through 10-153f of the General Statutes of the State of Connecticut, as amended, in order (a) to fix for its term the salaries and all other conditions of employment provided herein, and (b) to encourage the development of an effective professional staff in order that the cause of public education may best be served. It is recognized that a professional staff will be most effective if it has both a high quality and a high morale.

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

Article I **Recognition and Board Prerogatives**

A. The Board hereby recognizes the Association as the exclusive representative agent for teacher negotiations, as defined in Sections 10-153a through 10-153n of the Connecticut General Statutes, as amended, for all certified personnel employed in positions requiring a teaching or other certificate and employees holding a durational shortage area permit (herein called "teachers"), excluding those requiring an administrative or supervisory certificate.

B. Except as otherwise specifically provided in this agreement, as amended from time to time, the Board has and will continue to retain the sole right, responsibility and prerogative to direct the operation of the public schools of the town of Cromwell 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 Cromwell; to give the children of Cromwell as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the need and program for summer school, if any; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer certified professional employees in accordance with this agreement; to suspend or dismiss certified professional employees in accordance with 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 the books selected therefore; to approve plans for school buildings; to prepare and submit budgets and in its sole discretion, expend monies appropriated by the Town for the maintenance of the schools and make such transfers of funds within the appropriated budget as it shall deem desirable; to adopt policies, practices and procedures for the conduct of school business and from time to time change or abolish such

policies, practices and procedures with the exception of mandatory subjects of bargaining; to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the school system; to establish job descriptions and job classifications and from time to time change such job descriptions and job classifications; and to determine the length and scheduling of the student school day and the student school year. 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 agreement.

Article II **Professional Negotiation**

A. It is the intent and purpose of the parties hereto that their agreements promote and improve the quality of education in the Town of Cromwell, provide for orderly professional negotiation between the Board and the Association, and secure prompt and fair disposition of grievances so as to promote positive influences upon the operation of the educational process.

Representation

1. The Association agrees to represent equally all certified personnel and those holding a durational shortage area permit in the teachers' unit without regard to membership or participation in, or association with, the activities of the Association or any other employee organization.

Article III **Grievance Procedure**

A. Purpose

The purpose of this procedure is to secure, at the lowest administrative level, equitable solutions to problems which may from time to time arise concerning the interpretation or application of this Agreement. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Definitions

1. "*Grievance*" shall mean a claim by a teacher, a group of teachers or the Association that:
 - (i) there has been a violation, misinterpretation or misapplication of this Agreement.
 - (ii) that the Administration has violated a procedure contained within the district's teacher evaluation plan. Nothing herein shall be interpreted to provide a right to any teacher, or the Association, to file a grievance regarding the contents, merits, or any aspect of any

teacher's evaluation except for procedural violations.

Whether a grievance involves a member or several members of the bargaining unit, the grievant shall be represented by the Association. The Association shall have the sole authority to determine if a grievance will proceed to arbitration.

Teachers employed under a Durational Shortage Area Permit cannot utilize the grievance procedure in cases of termination, layoff and recall.

3. *"Teacher"* shall mean any professional employee in the teachers' unit as defined under Section 10-153 of the Connecticut General Statutes.

4. *"Principal"* shall mean the principal of the school in the case of an aggrieved teacher assigned to one school, and in the case of an aggrieved teacher with multiple school duties, "principal" shall mean immediate supervisor. However, the Board shall not be bound by a decision rendered by a member of the teachers' unit.

5. *"Days"* shall mean working days when school is in session, except that after June 1 "days" shall mean calendar days, so that the matter may be resolved before the end of the school term or as soon as possible thereafter.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limit specified may, however, be extended by written agreement of the parties.

2. If a teacher does not file a written grievance at Level One of the formal procedure within thirty (30) days after the teacher knew or can reasonably be expected to have known of the act or condition on which the grievance is based, then the grievance shall be considered waived. Grievances regarding the district's teacher evaluation plan shall be in writing and filed within ten (10) business days of the alleged act or omission regarding procedure(s) under the evaluation plan and shall recite the specific procedure(s) under the evaluation plan allegedly violated and the specific relief requested.

3. Failure of the aggrieved at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the last decision rendered.

4. Failure of the Administration or the Board to render a decision within the specified time limit shall be deemed to be a denial of the grievance submitted, and the aggrieved may proceed to the next level 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.

5. Grievances regarding the district's teacher evaluation plan shall only be processed to the Board of Education level of the formal grievance procedure. The decision of the Board of Education shall be final. These grievances shall not proceed to arbitration.

D. Informal Procedure

If a teacher feels that he may have a grievance, he is encouraged but not obligated to discuss the grievance with his principal first with the objective of resolving the matter informally.

Level One -- Principal

- (a) If the teacher feels that his grievance has not been resolved through the informal procedure set forth above or has elected not to follow the informal procedure under (D), he may then present his claim to the principal as a written grievance setting forth the facts on which the claim is based, the provisions of this Agreement which are in issue, if any, and the remedy requested.
- (b) The principal shall, within five (5) days after receipt of the written grievance, meet with the aggrieved and render his decision and the reasons therefore in writing to the aggrieved teacher with a copy to the Association.

Level Two -- Superintendent of Schools

- (a) If the aggrieved teacher is not satisfied with the disposition of his grievance at Level One, he may, within five (5) days after receipt of the decision, file his written grievance with the Superintendent of Schools.
- (b) The Superintendent shall, within five (5) days after receipt of the grievance, meet with the aggrieved teacher for purposes of resolving the grievance. The Superintendent shall within ten (10) days after the meeting, render his decision and the reasons therefore in writing to the aggrieved teacher with a copy to the Association.

Level Three -- Board of Education

- (a) If the aggrieved teacher is not satisfied with the disposition of his grievance at Level Two, he may, within five (5) days after receipt of the decision, file his grievance with the Board of Education.
- (b) The Board of Education shall within ten (10) days after receipt of the grievance, meet with the aggrieved teacher for the purpose of resolving the grievance. The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved person with a copy to the Association.

Level Four -- Arbitration

- (a) If the grievance alleges a violation, misinterpretation or misapplication of this Agreement, the Association may, within ten (10) days after receipt of the decision at Level Three, submit the grievance to arbitration by filing a

request for arbitration with the American Arbitration Association with a copy of such request to the Board. The Association may, upon mutual agreement with the Board, file the grievance with a designated arbitrator or with an alternate dispute resolution center or forum.

- (b) Arbitration shall be conducted according to the rules and procedures of the American Arbitration Association or rules of the designated alternate center or forum. Unless otherwise agreed to by the parties, the arbitrator shall hear and decide only one grievance in each case. He shall be bound by and must comply with all the terms of this Agreement. He shall have no power to add to, delete from, or modify in any way the provisions of this Agreement. If the grievance alleges a violation, misinterpretation or misapplication of this Agreement, the arbitrator's decision shall be final and binding upon the Board, the Association and the aggrieved teacher.
- (c) The costs of the arbitration shall be borne equally by the Association and the Board.

F. Rights of Teachers to Representation

1. No reprisals of any kind shall be taken by either party or by any member of the Administration or Association against any participant in the grievance procedure by reason of such participation.

G. Miscellaneous

1. If a grievance affects teachers in more than one school, the Association may elect to submit such grievance in writing commencing at Level Two of the formal procedure.

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

3. Grievance processing forms shall be mutually agreed upon by the Association and the Board and shall be made available through the Association and in each school's main office.

4. Either the Association or the Board may, at any level of the grievance procedure, act through a committee of its members designated for that purpose.

5. No teacher or group of teachers may file for arbitration as individuals; only the Association may file an appeal to arbitration hereunder.

6. Meetings held under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity to attend such meetings for all persons requested to be present. Whenever possible, such meetings are to be held at times when none of the participants have obligations to classes or individual students. When such meetings are held

during school hours, all persons requested to be present shall be excused without loss of pay or leave time for that purpose.

Article IV
Work Year

A. The salaries in Appendix A shall be based upon a teacher work year, which, as of the date of this Agreement, is one hundred and eighty-seven (187) days. Four (4) days shall be used for professional development and curriculum development. The Board will bargain over the impact that any increase in the number of school days may have upon the conditions of employment.

B. Guidance counselors shall be paid at their per diem rate for any days assigned beyond or before the teachers' scheduled work year.

C. Every effort shall be made to schedule PPT's at a time convenient for the teacher if such meetings must take place beyond or before the teacher's scheduled work year. In no event shall a teacher be required to attend a PPT outside the normal work year on a day when he or she is scheduled to be away from his or her town of residence.

Article V
Salary Contracts

The Board agrees to provide each teacher with annual notice, for informational purposes only, of the following:

1. Number of sick days available for coming year
2. Teaching assignments
3. Salary Schedule step
4. Annual salary
5. Insurance costs

For stipend positions, the Board of Education shall notify teachers of their stipends subsequent to official Board of Education authorization.

Article VI
Salaries

A. Salaries under this Agreement shall be paid according to the salary schedule set forth in Appendix "A," which is attached hereto and which is a part of this Agreement. The

Superintendent may grant one step on the salary schedule for every two steps of previous relevant non-public school full-time employment to a maximum of seven steps.

B. Stipend Positions

1. Stipend positions for which compensation shall be paid and the amounts of such compensation are set forth in Appendix "B" which is attached hereto and which is a part of this Agreement.
2. Teachers shall apply annually, upon posting, for any stipend position set forth in Appendix B.

C. Schedule of Payments

1. Paychecks will be issued on the first Friday after the opening of school and every two weeks thereafter. Teachers may opt to receive 1/22 of their salary per paycheck or 1/26 of their salary per paycheck. In the latter case, the final four twenty-sixths of the salary shall be paid with the last paycheck in June.
2. If a scheduled payday shall fall on a non-school day, the check shall be paid on the last school day preceding.
3. Teachers shall be provided the option of having their paycheck issued to one eligible financial institution, including credit unions, by automatic electronic deposit.

D. Payroll Deductions

1. In addition to those payroll deductions required by law, other agencies are eligible for payroll deductions in accordance with past practice. Such deductions shall be authorized by the teacher prior to the end of the preceding school year, and later changes in such deductions must be justified. All requests for deductions must be made in writing on approved authorization forms. Such deductions shall be transmitted to the receiving authority within one week after deductions are made.

2. Dues Deduction and Service Fee

a. Condition of Employment

All teachers employed by the Cromwell Board of Education shall, as a condition of employment, join the Association or pay a service fee to the Association. The service fee shall be in accordance with the law and shall not exceed the cost uniformly required of members of the Association for collective bargaining, contract administration and grievance adjustment. The Association agrees to administer the agency service fee in accordance with the law.

b. Deductions

The Cromwell Board of Education agrees to deduct from each teacher an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the deduction for membership shall be equal to the total Association membership dues divided by twenty (20) paychecks from September to June. The amount of the deductions for service fee shall be equal to the total service fee divided by twelve (12) paychecks from January to June. The amount of Association membership dues shall be certified by the Association to the Board of Education prior to the opening of the school year. The amount of service fee shall be certified by the Association to the Board of Education prior to January 1st of each school year.

c. Subsequent Employment

Those teachers whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the remaining school year.

d. Forwarding of Monies

The Board of Education agrees to forward to the Association each month a check for the amount of money deducted during that month. The Board shall include with such check a list of teachers for whom such deductions were made.

e. Save Harmless

The Association shall indemnify and save the Board and/or Town of Cromwell harmless against all claims, demands, suits or other forms of liability, including attorney's fees, which may arise by reason of any action taken in making deductions and remitting the same to the Association. If the Association fails to meet its obligations under this provision, Section D of this article shall be null and void and shall be severed from this Agreement.

f. The singular reference to the "Association" herein shall be interpreted as referring to the Education Association of Cromwell, the Connecticut Education Association and the National Education Association.

g. Rebate for Non-Members

Any non-member wishing a rebate for that portion of his/her service fee in excess of the costs of collective bargaining, contract administration and grievance adjustment may apply for such rebate to the Treasurer of the Association or his designated agent. Such rebate, if any is due, shall be made in accordance with law.

Article VII
Insurance Benefits

A. The Board shall offer a Flex POS insurance plan (or a substantially equivalent plan in the event the Board changes insurance carriers or if the Board's insurance carrier changes the name of the plan) and a HDHP health plan with Health Savings Account. The HDHP will be the base plan for all teachers.

B. Teachers shall contribute the following towards the cost of the annual premium of the Flex POS Plan: an amount equal to the difference between the Board's total contribution for similar coverage under the High Deductible Plan, including the cost of the deductible contribution, and the annual cost of the Flex POS Plan coverage. Part-time teachers who choose to participate in the Flex POS Plan shall contribute towards the annual premium on the basis of the percentages defined in Article XXV or the amount determined via this contract section, whichever is higher.

*Contribution levels for part-time teachers are detailed in Article XXV.

C. The Flex POS Plan shall have copayments and deductibles for the following benefits:

IN NETWORK

Preventive Health Care Services

Physical Exam Including Pediatric Well Care
and Eye Examinations according to the wellness exam schedule. \$0.00

Home and Office Care

Home or office Visit \$20.00
Allergy Testing \$20.00

Emergency Care

Emergency Room Care \$75.00
Urgent Care Center \$75.00

Inpatient Services

Per Admission Unlimited days - \$375.00

Outpatient Hospital Services

Outpatient Surgery
(Hospital or Surgical Center) \$300.00

Prescription Benefits

MP-2 Formulary
Non-Preferred Brand Name - \$40
Preferred Brand Name - \$25
Generic - \$10
Mail Order 2x retail co-pay
Calendar Year Maximum- Unlimited

OUT OF NETWORK (Employee Cost)

	<u>Ind.</u>	<u>2-Per.</u>	<u>Fam.</u>	<u>Outpatient Mental Health Per Member</u>
Deductible	\$200	\$400	\$500	
Coinsurance Rate	20%	20%	20%	80%
Covered Expenses	\$2,000	\$4,000	\$5,000	
Cost Share Max.	\$600	\$1,200	\$1,500	

Managed Benefits

<u>Disincentive/Penalty Amounts</u>		<u>Hospital</u>	<u>Physician</u>
a.	Pre-Admission Review	\$200	25 %
b.	Admission Review	\$200	25 %
c.	Continued Stay Review	N/A	N/A
d.	Second Surgical Opinion	N/A	25 %
e.	Individual Benefits Management	N/A	N/A
f.	Psychiatric/Substance Abuse Review	\$200	25 %
g.	Nurse Consultant Assistance	N/A	N/A

Therapy Services:

Physical, Occupational, Speech, Chiropractic
and Spinal Manipulation (subject to treatment plan)

In the event that the In-Network Benefit Maximum is exhausted in a given calendar year, any additional costs shall be applied to the Out-of-Network Deductibles and Co-insurance provisions.

D. The HDHP Plan shall have the following benefit elements

	In Network Expenses	Out of Network Expenses
Base Insurance Plan	Flex POS Plan	
Annual Deductible	\$2,500/\$5,000	\$5,000/\$10,000
Co-Insurance	0% after deductible	20% after deductible, up to co-insurance maximum
Co-Insurance Maximum	\$0	\$5,000/\$10,000
Out of Pocket Maximum	\$3,500/\$7,000	\$10,000/\$20,000
Preventive Medicine	\$0	
Prescription Drugs	0% after deductible for 2014-2015 and 2015-2016. Effective July 1, 2016, \$15/\$30/\$40 after deductible	20% after deductible, up to co-insurance maximum

The Board's contribution to the applicable HSA deductible during the term of this contract shall be as follows: For each teacher who elects to participate in the HSA-HDHP, the Board will deposit into the teacher's HSA account one thousand two hundred fifty dollars (\$1,250) for single coverage and two thousand five hundred dollars (\$2500) for two person or family coverage in each year the teacher selects HSA-HDHP coverage. The Board's contributions toward the applicable HSA deductible amount will be deposited into the teacher's HSA account in one lump sum on the same day as the teacher's first payroll check. The Board shall have no obligation to fund any portion of the HSA deductible amount for retired teachers or other individuals upon their separation from employment.

The Board shall contribute the following percentages for the annual premium of the HDHP for individual, two person, and family

2014-15	84.5%
2015-16	83.5%
2016-17	82.5%

Participating employees shall contribute the following percentages for the annual premium of the HDHP for individual, two-person, and family:

2014-15	15.5%
2015-16	16.5%
2016-17	17.5%

E. The Board shall contribute the following percentages for the annual premium of the full service Blue Cross/ Blue Shield dental plan for individual, two person, and family coverage for full-time teachers.

2014-15	79%
2015-16	78%
2016-17	77%

Participating full-time employees shall contribute the following percentages for the annual premium of the full service Blue Cross/ Blue Shield dental plan for individual, two person and family coverage.

2014-15	21%
2015-16	22%
2016-17	23%

Teachers may elect coverage under Dental Rider A, but the cost of such coverage shall be borne entirely by the teacher.

*Contribution levels for part-time teachers are detailed in Article XXV.

F. The Board shall provide Group Life Insurance coverage of \$35,000 for all teachers.

G. Insurance carriers may be changed at any time providing that the overall level of benefits remain substantially equivalent.

H. Teachers who are on leave of absence shall have the opportunity to continue under group coverage at their own expense, at 100% of the cost of the annual premium, to the extent permitted by the carrier.

I. Subject to law, including the rules and regulations of the Internal Revenue Service, the Board shall no later than the effective date of this Agreement, implement and maintain a "Section 125" salary reduction agreement which shall be designed to permit exclusion from taxable income of the employee's share of health insurance premiums.

J. The Board has the right to implement a Workers' Compensation Managed Care Plan, also known as a Workers' Compensation Preferred Provider Plan, in accordance with Connecticut General Statutes 31-279, et al.

K. Board agrees to offer a Long-Term Disability Plan for teachers. Teachers who elect to participate in the plan shall pay 100% of the cost of the premium.

L. The Board shall offer a HDHP with a Health Reimbursement Account ("HRA") option as the base health insurance plan for teachers who are not eligible to participate in an HSA. The plan itself will have the same benefits and deductible as the HDHP/HSA. However, it will feature an HRA that will reimburse eligible claims that are applied to the medical plan

deductible up to the same total dollar amount as would otherwise have been contributed to a participant in the HSA at the same enrollment coverage.

Article VIII
Termination Pay

A. When a teacher leaves the Cromwell School System before the end of the year, he shall be paid on a per diem basis for those days he had worked

Article IX
Longevity

A. Teachers hired after July 1, 1999, are ineligible for the longevity benefit described within this article.

B. After twenty (20) years of employment as a teacher, fifteen (15) of which must be cumulative service in the Cromwell School System and subject to the provisions in Section C below, a teacher shall receive an increment above the maximum for which he or she is eligible as follows:

\$550.00

C. After twenty-five (25) years of employment as a teacher, fifteen (15) of which must be cumulative service in the Cromwell School System and subject to the provisions of Section D below, a teacher shall receive an increment above the maximum for which he or she is eligible as follows:

\$700.00

D. Longevity shall be granted only in recognition of continued professional growth. The criteria for professional growth shall include but not be limited to the following considerations:

1. Educational advancement
2. Experience beneficial to the teacher as a professional (e.g., travel)
3. Research and writing of a professional nature
4. Participation in special school programs and committee work
5. Creativity in teaching
6. Leadership in professional organizations

Article X
Tuition Reimbursement

A. The Board shall reimburse teachers for tuition costs as follows: three hundred (\$300) dollars for each credit hour of a semester course which is acceptable toward fulfillment of the requirements toward the State requirements for a second M.A. degree, a 6th year degree, or a Ph.D. degree.

B. To be eligible for tuition reimbursement under this Article, the teacher must meet the following conditions:

- The courses toward fulfilling the second M.A. degree, the Sixth Year Degree or the Ph.D. degree must be directly related to the teacher's academic area or the education field in general;
- The teacher must have completed one year of satisfactory service in the Cromwell School System;
- The teacher must have successfully completed the semester course. For purposes of this article, successful completion means, at a minimum, receipt of a B or a P (in a pass-fail course) for the completed course work. The teacher shall submit a copy of the course transcript along with the request for reimbursement;
- The teacher must be actively employed by the Board when applying for tuition reimbursement;
- Such grants are subject to the prior approval of the Superintendent who shall determine, whether the chosen course is appropriate, and whether the above conditions have been met.

C. The Board shall reimburse teachers for full tuition costs at a state college or university and reasonable costs for books and materials of any course it requires beyond educational qualifications mandated by the State Department of Education.

D. A tuition reimbursement form will be made available for the applicant and the Superintendent to sign.

E. Each teacher shall be limited to 9 credits per year.

F. Teachers shall be eligible for tuition reimbursement as set forth in this Article, provided that they agree to remain employed by the Board for at least two (2) full school years following the payment of any such reimbursement, and provided further that they actually remain employed by the Board for at least two (2) school years following the payment of any such reimbursement. Such agreements shall be executed in writing on forms provided by the Board. In the event that such a teacher separates from employment by the Board prior to the expiration of such two (2) year period (other than involuntary separation initiated by the Board) the teacher shall be required to repay to the Board the full amount of any such reimbursement paid by the Board, at the time of such separation.

Article XI

Sick Leave

A. All certified professional employees and those holding a durational shortage area permit shall be granted annually seventeen (17) days of sick leave with full pay. Sick leave shall be accumulative to one hundred eighty-three (183) days. All certified professional employees and those holding a durational shortage area that are hired on or after July 1, 2014, shall be granted annually fifteen (15) days of sick leave with full pay and such sick leave shall be accumulative to one hundred eighty (180) days. The Board reserves its right to require reasonable documentation of absences due to chronic or extended employee illness. If the Board requires a physician's opinion, the Board will pay for any associated cost not covered by insurance. The Board will pay within thirty (30) days of proof of cost (e.g. exceeding policy maximum). Teachers shall not utilize sick leave time for wellness appointments and/or routine preventative appointments.

B. With the first paycheck each school year, each teacher will be notified as to his/her current number of accumulated sick leave days.

C. Teachers shall be allowed, on an annual basis, to use up to five (5) accumulated sick days for illness in the immediate family. For purposes of this article, "immediate family" shall be defined as follows: parent, child, spouse and any person living in the employee's household.

Article XII **Personal Leave**

A. Each member of the bargaining unit may receive full pay for a maximum of five days (5) in any school year for personal reasons that cannot be transacted outside the normal school day to include, but not be limited to, care of ill family members, religious holidays, attendance and travel at graduation for family members, marriage of family members, compulsory legal matters, doctor appointments and funerals of family members. Under unusual circumstances, the Superintendent of Schools may extend the maximum allowance of five (5) days per year.

For purposes of this article, the term "family" shall include, but not be limited to, the following: parents, spouse, children, siblings, grandparents, grandchildren, aunts, uncles, nieces, nephews, spouse's parents, domestic partner, legal guardian, and any person living in the employee's household.

Teachers will be required to check personal or personal/personal day leave only on the provided form.

B. To qualify for such leave, the teacher must request it through the Superintendent of Schools and, whenever possible, must make the request at least five (5) days in advance. The Superintendent shall respond in writing within seventy-two (72) hours of the request whenever possible.

C. Such days cannot be taken immediately before or after a vacation or holiday unless the teacher provides the reason to the Superintendent and she/he approves. No more than ten (10) members of the teachers' unit from a single school shall be granted such a personal day on the same date. Such requests shall be granted in the order received by the Superintendent.

D. Not more than three (3) officers or other representatives of the Association may be granted leave with full pay to attend administrative hearings or judicial proceedings related to negotiation or administration of the collective bargaining agreement, or to attend to other Association business if approved by the Superintendent. The Association shall provide the Superintendent with the names of teachers who the Association wishes to attend at least 48 hours prior to the meeting.

E. The Board may in its discretion grant a long term leave of absence without pay and without salary step advancement for one school year, renewable in the discretion of the Board for a second school semester, for the following reasons:

1. Illness or disability of the teacher beyond accumulated sick leave.
2. Serious extended illness in the immediate family.
3. Study or research not qualifying for sabbatical leave.
4. Other personal problems necessitating extended absence from school.

Article XIII **Maternity and Childrearing Leave**

A. The Board and the Association recognize that teachers are entitled to extended leaves for maternity related disabilities in accordance with federal and/or state law.

B. 1. Any tenured teacher shall be entitled, upon written request submitted to the Superintendent of Schools, to an extended leave of absence without pay for purposes of childrearing, apart from any period of maternity disability leave with pay.

2. The Superintendent must receive initial notification of intent to take childrearing leave in writing no less than sixty (60) calendar days prior to the time such leave is to commence, or in the case of adoption, as soon as possible.

3. Childrearing leave will commence on the date that maternity disability leave ends, or on a date established by agreement with the Superintendent of Schools or his designee.

4. If childrearing leave commences before January 1, in any twelve-month period from July through June 30, such leave will be for the balance of the school year. The teacher shall return to work on the first teacher workday of the subsequent school year. If childrearing leave commences after January 1, the teacher may choose to return to work on either the first teacher workday of the subsequent school year or the first teacher workday of the second subsequent school year.

5. A teacher on childrearing leave must submit written notice to the Superintendent of Schools or his designee of intention to return to active employment upon termination of leave in accordance with the following schedule:

- (a) Generally, such notice must be submitted no later than April 1 of the school year leave is to end.
- (b) However, a teacher may submit a notice to take childrearing leave after April 1 and request leave only for the balance of that school year. In such a case, the teacher must notify the Superintendent or his designee of intention to return to active employment at the same time that the request for leave is submitted.
- (c) The Superintendent or his designee may waive this requirement in cases of extreme hardship.

6. Such leave shall be without pay, but upon return, service credit and benefits accrued prior to the leave shall be reinstated. Upon return, any teacher whose leave exceeded ninety days shall be placed on the step of the salary schedule he or she occupied during the last school year worked by the teacher. Any returning teacher whose leave did not exceed ninety days shall be placed on the salary scheduled one step higher than that he or she occupied during the last school year worked by the teacher. Any returning teacher whose leave did not exceed ninety days shall be placed on the salary schedule one step higher than that he or she occupied during the last school year worked (unless said leave and said reinstatement occurs in the same school year), provided the relevant salary schedule in Appendix A includes step movement. This leave shall apply to parents who expect the birth or adoption of a child within the period of such leave and shall be available to both male and female teachers. Leaves of absence under this paragraph may be granted to non-tenured teachers and those holding a durational shortage area permit at the absolute discretion of the Board.

7. If any portion of this Article is inconsistent with federal or state laws, the provisions of such laws will prevail.

C. The employment rights of bargaining unit members under Article XXVIII shall neither be diminished nor expanded as a result of a teacher's right to parenthood reinstatement.

D. An expectant father or one who adopts a child shall be permitted up to two (2) weeks of paternity leave provided the employee takes such leave within three (3) weeks of the child arriving home. The employee shall be entitled to use accrued leave time during such leave. The employee must notify the Superintendent of his selected date of departure at least ninety (90) calendar days prior to the beginning of the leave.

Article XIV **Conference Leave**

A. When it is evident that convention or conference attendance or the observation of an activity in another school building or school system will contribute to the effectiveness of the

instructional program, the Superintendent may grant convention or conference leaves or permission to observe an activity in another building or school system to teachers without loss of pay within applicable budget limitations.

B. The Board agrees to reimburse all teachers attending a convention or conference or observing activities in another school system for reasonable and necessary expenses. The teacher and the Superintendent shall agree prior to the leave as to what categories of expenses are appropriate for reimbursement under the circumstances. This shall not preclude approval of unanticipated expenses after the conference. Social expenses are not reimbursable.

Article XV **Military Leave/Jury Duty**

A teacher who is called for National Guard or reserve duty shall try to have his service deferred to a time that will not conflict with his obligations to his students. If the teacher must serve in any emergency, he shall receive the difference between his regular pay and his military pay for the duration of the emergency.

All teachers who are called to serve as jurors shall receive their regular pay less their pay as jurors for each day of jury duty, provided that such teacher gives written notice to the Superintendent or his designee within 48 hours after he/she receives the call to jury duty and provided the teacher furnishes the Superintendent or his/her designee with a copy of any check stub or receipt indicating the dates for which jury duty pay was received.

Article XVI **Sabbatical Leave**

Individuals initially employed under a Durational Shortage Area Permit shall not accrue any seniority or length of service for any purpose under this Agreement (e.g., no year of service toward tuition reimbursement benefit in Article X, or towards sabbatical leave in Article XV). Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously by the Board as an employee after receiving such certification, with no break in service, then the individual shall be credited with seniority and length of service for all purposes under the Agreement, retroactive to the first date of employment by the Board.

The Board of Education in its discretion may approve requests for sabbatical leave for worthwhile programs of independent work which would benefit the Cromwell School System and enhance the professional growth of the teacher after consideration of the recommendation of the Superintendent and one other recommendation submitted by the teacher, subject to the following conditions:

A. No more than two (2%) percent of the teaching staff shall be absent on sabbatical leave at any one time.

B. Teachers applying for sabbatical leave must have served six years in the Cromwell Schools by the time the sabbatical leave will go into effect. All applicants must apply

to the Board of Education prior to December 1st for the following academic year. It is understood that the deadline of December 1st shall be waived at the discretion of the Superintendent when fellowships, grants or scholarships awarded later in the year make such a deadline unreasonable.

C. The teacher shall be eligible for another sabbatical leave after another six-year period.

D. Teachers on sabbatical leave may be paid up to 100% of their annual salary rate for a full year's leave, but in no case shall such teachers on sabbatical leave receive less than two-thirds their annual rate for a full year's leave. The decision to pay the teacher more than two-thirds (2/3) shall be within the discretion of the Board of Education, based upon evidence of need as submitted by the applicant. In any case where sabbatical leave is granted, the total compensation and sabbatical pay shall not exceed the teacher's full annual salary rate. Full annual salary rate shall be defined as that salary from which retirement is deducted.

E. Applicants shall provide the reason for applying for such leave and submit a detailed outline of the program to be pursued, including letters of acceptance and any other pertinent information.

F. Awards will be made not later than the first of February for the December 1 application.

G. The teacher returning from sabbatical leave shall be placed on the appropriate step on the salary schedule as though he had been in active service in the system for the year of the sabbatical leave. The sabbatical shall not affect continuity of service nor accrual of seniority toward longevity benefits.

H. The teacher, as a condition to the acceptance of the sabbatical leave, shall agree to return to employment in the System for three (3) full years. In the event the teacher shall not return, the teacher shall reimburse the Board of Education fully for all sabbatical payments. If the teacher returns for only one year, he shall reimburse the Board two-thirds of all sabbatical payments. If the teacher returns for only two years, he shall reimburse the Board one-third of all sabbatical payments. Prior to taking a leave under this article, the teacher shall execute a note promising to repay to the Cromwell Board of Education all sabbatical payments if the teacher fails to return as required in this section. The above note shall be forgiven in full if the teacher dies or becomes permanently disabled.

I. A teacher on sabbatical is entitled to all contract benefits.

J. Leave granted under this Article shall be at the sole discretion of the Board and shall not be subject to the grievance procedure contained in Article III of this Agreement.

Article XVII
Protection of Teachers

A. The Board agrees to protect and save any teacher harmless in accordance with the provisions of Connecticut General Statutes §10-236a.

B. Except in compelling circumstances teachers shall report within two working days in writing to their principal and to the central office all cases of assault suffered by them in connection with their employment. Such report shall be forwarded through the Superintendent to the Board which shall comply with any request from the teacher for information in its possession not privileged under law which relates to the incident or the persons involved.

C. The Board shall reimburse for damage to personal property used for instructional purposes up to a maximum of \$2,000 total for all claims per year. The Board will take into account negligence, if any, by the teacher. As a condition of reimbursement, a teacher bringing personal property to school shall complete such written form as the administration may designate prior to use of such property for instructional purposes.

Article XVIII **Homebound Instruction**

When members of the bargaining unit are used for homebound instruction, teachers will be paid at the rate of \$45.00 per hour during the term of this contract.

Article XIX **Teaching Assignments**

A. "Teaching Assignment" shall be defined as any certified teaching position to which a teacher may be assigned.

B. Teachers initially employed by the Board shall receive their building, grade and/or subject assignments from the Superintendent of Schools.

C. Teachers already in the System shall receive notification of their programs for the ensuing school year, including grade, subject and specific preparations, as soon as assignments are finalized, in any event prior to the end of the current school year.

D. In the event of a change in circumstances or conditions during the months of June through August (resignation, death, promotion, leave of absence, and so forth), such assignments may be changed only as required thereby with prompt notice to the teacher.

E. The Superintendent of Schools shall be responsible for the assignment of teachers. Assignment decisions shall be based on the best interests of the students and the school system. In general, in the determination of assignments, the Superintendent shall consider the training, experience and preference of the teacher to the extent that these considerations do not conflict with the demonstrable instructional requirements and the best interest of the school system and the pupils.

F. When the services of a substitute teacher cannot be obtained, a staff teacher who

is not confined with teaching a class may be requested to cover a class or classes. In such instances that teacher so serving as an emergency substitute shall be reimbursed at the rate of twenty-six dollars (\$26.00) per class period.

G. If a teacher has previously planned to use his planning period for special preparations for his instructional program, he may decline to cover the class provided another teacher is available to cover the class.

Article XX Parent Conferences/Evening Meetings

A. Teachers shall be required to attend up to four (4) evening meetings/sessions per year, which shall include, but not be limited to, two (2) evening parent conference sessions and the annual Open House, all of which will be scheduled as determined by the Administration. The Board agrees to negotiate with the Association over the impact on compensation if it increases the number of evening meetings/sessions beyond the four (4) described above. If teachers are scheduled to return for an evening parent conference session, they may leave school at the conclusion of the students' day.

Article XXI Teaching Conditions

A. **Class Size.** The Board shall make every effort to maintain class size at a size that will provide the best instructional program for the pupils of the Cromwell schools. When, in the judgment of the administration, the competence or experience of a teacher, or the group of children, or the subject matter being taught are such that the class size is too great for a suitable program of learning experiences to be conducted, the Board shall consider all feasible means of assisting the teacher to meet his responsibilities.

B. **Staffing Policy.** The Board and the Association agree that a teacher's primary responsibility is to teach, and that his energies should be utilized to this end. In its staffing policy, the Board shall give this principle every consideration in the staffing of the schools.

C. **Preparation Time.** Teachers in the middle and high schools shall have a minimum of one (1) preparation period per day. During the 2014-2015 and 2015-2016 contract years, all teachers at the elementary level shall have a minimum of two hundred (200) minutes per week of preparation time in blocks of no less than forty (40) minutes. During the 2016-2017 contract year, all teachers at the elementary level shall have a minimum of two hundred twenty-five (225) minutes per week of preparation time in blocks of no less than forty (40) minutes. Preparation time will ordinarily be scheduled during the period in which specialists are conducting their classes.

D. **Job Descriptions.** The Board shall make available copies of the document "Cromwell Public School Job Descriptions" to the members of the Association.

E. **Teaching Load.** The standard teaching load for all secondary teachers shall be five (5) classes per quarter, semester, or year.

1. Volunteers (if any) must be taken first.
2. No teacher can be required to teach a sixth class for more than two (2) consecutive years.
3. A first or second year teacher in the TEAM program will not be required nor can they volunteer to teach a sixth class.

A teacher assigned to teach a sixth class shall be compensated an additional seven and a half percent (7.5%) of his or her current salary for such assignment. If such an assignment is half a year, the stipend shall be prorated.

An academic teacher will not be assigned a duty on a day in which the teacher has a lab section that doubles a teaching period on a particular school day.

F. **Teacher Work Day.** The teacher workday shall be thirty five (35) minutes beyond the length of the student school day.

Each building principal shall determine annually, based on student needs, including transportation, when the teacher workday commences in his/her building. Under no circumstances shall the teacher work day commence more than twenty (20) minutes before the student day, or end more than thirty (30) minutes beyond the end of the student day.

The Board of Education will bargain with the Association concerning any impact an increase in the length of the student day may have upon members of the Association only as required by law.

The Board may change the start or end time at any or all of the schools, provided the total length of the school day remains the same, without bargaining with the Association.

G. **Professional Activities.** The Board and the Association recognize and agree that teachers' responsibility to their students and their profession entails the performance of duties and the expenditure of time beyond the normal student day. As such, in the 2014-2015 contract year, teachers are expected to be available for data team work, curriculum work, committee work, and other activities of a professional nature outside regular school hours for one (1) hour per month. Such work will be scheduled as determined by the Administration. In the 2015-2016 and 2016-2017 contract years, teachers shall be expected to be available for such work outside regular school hours for two (2) hours per months. Such work will be scheduled as determined by the Administration.

Article XXII Vacancies

A. The Board agrees to publicize all teaching vacancies and positions requiring administrative or supervisory certification or for which an extracurricular or co-curricular salary is paid.

1. For the purpose of posting vacancies as defined in this article, the administration shall each year first assign and/or transfer existing staff in accordance with applicable contract language. Notice of all known vacancies shall be publicized after all members of the bargaining unit have been assigned and/or transferred.

2. All teaching and extra-curricular vacancies shall be publicized at least ten (10) days prior to the filling of vacancies.

When there is to be a vacancy in a coaching or extra-curricular position, the Board shall post a notice of such vacancy in each building at least ten (10) school days prior to posting outside the System so that Cromwell teachers have an adequate opportunity to apply for the position and be given due consideration.

When there is to be a vacancy in a teaching position, the Board shall simultaneously post a notice of such vacancy in each building and outside the System. Cromwell teachers will have an adequate opportunity to apply for the position and will be given due consideration.

3. Individual notification shall be made during the summer months to teachers who have requested such notification in writing. In addition, if a vacancy occurs over the summer recess, notice shall be sent to the President of the Association. Vacancies that arise during the school year may be filled on a temporary basis (not to extend beyond June 30 of the current school year) until such procedure can be followed.

4. When in the judgment of the Superintendent and the Board the qualifications, attainments and professional background of candidates are comparable, first consideration in filling vacancies shall be given to candidates within the Cromwell School System.

5. Written notification of filling vacancies shall be given to each applicant.

Article XXIII **Sick Leave Bank**

For the purpose of providing additional coverage after exhaustion of individual annual and/or accumulated sick leave only in the event of serious illness as evidenced by medical certification, the Board and the Association agree to establish a Sick Leave Bank as of June 30, 1991.

A. Participation by members of the certified staff and those holding a durational shortage area permit shall be mandatory. Teachers shall contribute one (1) day of accumulated sick leave each year to the bank.

B. The bank shall be administered by a committee of two representatives selected by the Superintendent and two selected by the Association and one representative selected by vote of the above-mentioned four representatives. This committee shall consider the eligibility of teachers to draw from the bank.

C. The following criteria shall be used by the Sick Leave Bank Committee in determining the eligibility of a teacher to draw from the Bank and determining the amount of leave:

1. A teacher must have completed two (2) years of service in Cromwell.
2. A teacher must have used up all accumulated full pay sick leave.
3. A teacher must submit competent and timely evidence that a request is necessary due to serious and lengthy illness that is not covered by workers' compensation.

D. Upon compliance with Section C above, the Sick Leave Bank Committee may issue up to two (2) grants of days from the Sick Leave Bank. The cumulative total of the two (2) grants shall not exceed ninety (90) days.

E. The Sick Leave Bank shall have a minimum of seventy-five (75) days in reserve. If the number of days falls below 75, then Section A shall be reapplied. However, the total number of Sick Leave Bank days in reserve shall not exceed three hundred (300). In the event the 300 maximum would be exceeded, then Section A of this Article would not be reapplied.

F. The decisions of the Sick Leave Bank Committee shall be final and binding and not be subject to the grievance procedure or arbitration.

Article XXIV **Advanced Degree Definition**

A. Only teachers who were placed on the fifth year salary lane prior to June 30, 2005 are eligible for salary payment on the basis of the following definition. The fifth year equals thirty (30) graduate credits beyond the Bachelor's Degree but not a Master's Degree. These credits may be obtained from study at any certified college or university. At least twenty-one (21) of these credits must be earned in the subject field in which the teacher is under contract to teach. The remaining credits must be earned in courses approved by the college or university.

B. The sixth year equals:

1. A sixth year certificate earned in an accredited college or university in a program approved by the Superintendent.
2. Thirty (30) graduate credits beyond a Master's Degree earned in a planned program approved by an accredited college or university and the Superintendent.

3. State certification in the area of speech clinician.
- C. The Ph.D. equals a Ph.D. or Ed.D. earned at an accredited college or university.

Article XXV
Part-Time Teachers

A. Any teacher hired prior to July 1, 1991, and working at least one-half the regular student school day shall receive the same insurance benefits accorded to full-time teachers. Any part-time teacher hired on or after July 1, 1991, shall receive the same insurance benefits accorded full-time teachers but on a prorated basis. Thus, teachers who work less than 1.0 FTE for the Board, shall pay a proportionate amount for their insurance that is based on their FTE differential. For example .4 FTE teacher would pay 60% for his/her insurance, and a .7 FTE teacher would pay 30% for his/her insurance. At no time, however, during the life of this Agreement shall a teacher who works less than full time for the Board pay a lower percentage for his/her insurance than 1.0 FTE teacher.

All other benefits, including paid leave of any kind, shall be available on a prorated basis to those assigned to teach less than full-time. This language is applicable only to computation of benefits.

B. Where the Board of Education elects to permit two teachers to share a single position, all insurance and other benefits shall be prorated. The Board reserves the right to permit or deny job-sharing requests and to terminate existing job-sharing in its sole discretion.

C. For the purposes of this Article, a "single position" is defined as a position established by the Board of Education as full-time and which would in the absence of a job-sharing request be filled by one teacher.

D. The above language shall not apply to teachers who the Board authorized to share jobs as of July 1, 1984.

Article XXVI
Work Stoppages

A. The Association agrees that it will not authorize, instigate, sanction or condone any strike, concerted refusal to render services, or interference with the orderly operation of the Cromwell School System in all its aspects.

Article XXVII
Employment Security

This article shall not apply to individuals employed with a durational shortage area permit only. Such individuals have no contractual rights in reference to layoff and/or recall.

A. It is recognized that the Board has the sole and exclusive prerogative to eliminate certified staff positions consistent with the provisions of the state statutes and this agreement. Elimination of certified staff positions may result from the following reasons, among others: decreases in student enrollment, changes in curriculum and changes in financial conditions. Reduction in force shall be non-punitive and non-discriminatory.

B. Definitions:

1. The term "days" shall mean calendar days.
2. The term "teacher" shall be as defined in Conn. Gen. Stat. §§10-151(c).

C. Prior to commencing action to terminate teacher contracts under this procedure, the Board of Education will, to its best ability, effectuate reduction in staff by:

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

If a teacher has attained tenure status, his or her contract of employment may be terminated because of elimination of the position to which the teacher was appointed if no other position exists to which he may be appointed if qualified. 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-tenured teacher and for which the tenured teacher is certified or immediately certifiable, provided that this Article shall not require the assignment of any teacher in the bargaining unit to an administrative position.

D. In making staff reduction decisions among non-tenured teachers, the Board shall consider the following criteria:

1. Qualification to teach particular subjects as determined by certification and length of experience in teaching a particular subject.
2. Teaching performance as determined by evaluations.
3. Length of teaching service in the Cromwell School System and total years of teaching experience.

E. In making staff reduction decisions among tenured teachers, the Board will base its decision on the following criteria:

1. Qualification to teach particular subjects as determined by certification and length of experience in teaching a particular subject.

2. Teaching performance as determined by evaluations.
3. Length of teaching service in the Cromwell School System and total years of teaching experience.
4. Commendations and disciplinary actions contained in the personnel file.

F. No new employee shall be hired to fill a position for which an employee on the reappointment list is certified or immediately certifiable. In cases where more than one employee on the reappointment list is certified or immediately certifiable for a particular position to be filled, employees with tenure shall be given preference.

G. The name of an employee who has been laid off shall be placed upon a reappointment list and remain on such list for one (1) year provided such teacher applies in writing by registered mail for retention of his name on said list on or before June first of each year subsequent to his termination. No teacher hired as a long-term substitute for a teacher on leave, or for any position other than a vacancy, shall have recall rights of any kind under this Agreement.

H. Any teacher on the reappointment list shall receive a written offer of reappointment at least twenty (20) days prior to the date of reemployment. The teacher shall accept or reject the appointment in writing within one calendar week of receipt of the offer. If the teacher rejects the appointment, the teacher shall be removed from the reappointment list.

I. No employee who has been laid off shall be entitled to payment or accrual of any compensation or fringe benefits, whether or not he remains on the reappointment list. However, an employee who is reappointed 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.

J. It is understood that a layoff is a termination of employment subject to administrative and/or judicial review in the manner set forth in the subsections of Section 10-151 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.

Article XXVIII **Personnel Files /Evaluation Guidelines**

A. After original employment no subjective material shall be placed in a teacher's personnel file unless the teacher has been notified and has had an opportunity to review and discuss the material in question. The teacher may submit a written response to any such material, and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his file, such signature shall be understood to indicate his/her

awareness of the material, but said signature shall not be interpreted to mean agreement with the content of the material.

B. No teacher shall be suspended, disciplined, reprimanded or denied a wage increase or increment without just cause. A teacher shall receive a written statement of reasons for any such action. An employee who is interviewed concerning a matter which may subject the employee to disciplinary action may, upon request, have an available Union representative present during such interview.

This provision shall not apply to the termination of a teacher holding a durational shortage area permit.

Article XXIX **Teacher Transfers**

A. "Teacher transfer" shall be defined as the voluntary or involuntary placement of a teacher into another position for which the teacher is certified or holds a durational shortage area permit.

B. Teachers who wish to transfer to another building shall make such request in writing to the Superintendent on or before April 1 for the following school year. Such requests shall be honored to the extent they do not conflict with the instructional requirements and the best interest of the school system and the pupils. If two or more people within the System request a transfer to the same position, the procedure for making involuntary transfers set forth in the subsections C and D of Article 29 shall apply.

C. When involuntary transfers are necessary, the Superintendent shall base his/her decision upon instructional requirements and the best interest of the school system and the pupils. In making such a decision, the Superintendent may consider length of teaching service, qualifications, areas of certification or special training, and years of experience in the kind of position to which the teacher may be assigned.

D. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent or his designee at which time the teacher shall be notified of the reasons for the transfer. In the event that a teacher objects to the transfer at this meeting, the teacher may notify the Association. If the teacher and the Association agree to pursue this matter, then the Superintendent or his designee will meet with the Association representatives to discuss the transfer. If a grievance is processed thereafter, it shall be initiated at Level 3.

Article XXX **TEAM Mentor Program**

A. Teachers who participate as TEAM mentors shall receive the annual stipends as provided by the relevant state or grant allocation. In the event that the state reduces the annual stipend as provided for in 2013-14, the Board agrees to compensate the difference. In addition, the parties agree to operate the program in accordance with the State Department guidelines.

Article XXXI

Duration

A. The provisions of this Agreement shall be effective as of July 1, 2014, and remain in full force and effect to and including June 30, 2017.

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

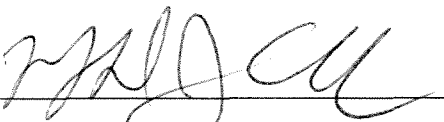
Article XXXII

Notice of Retirement

The Board shall provide a stipend in the amount of \$2,000 to any teacher with twenty-five years of Connecticut public school teaching experience who gives notice of his/her retirement to the Superintendent of Schools by January 15th of the work year in which the teacher plans to retire. The notice of retirement is irrevocable. The stipend shall be paid to the teacher at the end of the work year

Cromwell Board of Education

Education Association of Cromwell

By 

By Patricia Maher

Date 11/12/13

Date 11/12/13

APPENDIX A
2014-2015 Teachers' Salary Schedule

<u>Step</u>	<u>Yrs. Of Exp.</u>	<u>BA</u>	<u>5th Yr.*</u>	<u>MA</u>	<u>6th Yr.</u>	<u>Ph.D.</u>
1	1-2	46,281	47,976	49,061		
2	3-5	47,864	49,847	50,974	53,972	
3	6	49,501	51,795	52,975	56,052	
4	7	51,211	53,819	55,051	58,215	
5	8	52,978	55,933	57,350	60,472	
6	9	54,807	58,136	59,473	62,825	63,868
7	10	56,703	60,435	61,823	65,274	66,398
8	11	58,673	62,826	64,276	67,824	69,042
9	12	60,716	65,321	66,833	70,483	71,798
10	13	62,831	67,912	69,489	73,256	74,664
11	14	65,035	70,625	72,265	76,140	77,657
12	15	66,238	73,440	75,154	79,160	80,958
13	16	67,439	76,797	78,595	82,754	84,574
14	17		80,153	82,036	86,348	88,189

*Only teachers who were placed on the fifth year salary lane prior to June 30, 2005, are eligible for placement on this salary lane during the life of this Agreement.

There shall be no step advancement in the 2014-2015 contract year.

APPENDIX A
2015-2016 Teachers' Salary Schedule

<u>Step</u>	<u>Yrs. Of Exp.</u>	<u>BA</u>	<u>5th Yr.*</u>	<u>MA</u>	<u>6th Yr.</u>	<u>Ph.D.</u>
1	1	46,744	48,456	49,552		
2	2-3	48,343	50,345	51,484	54,512	
3	4-6	49,996	52,313	53,505	56,613	
4	7	51,723	54,357	55,602	58,797	
5	8	53,508	56,492	57,924	61,077	
6	9	55,355	58,717	60,068	63,453	64,507
7	10	57,270	61,039	62,441	65,927	67,062
8	11	59,260	63,454	64,919	68,502	69,732
9	12	61,323	65,974	67,501	71,188	72,516
10	13	63,459	68,591	70,184	73,989	75,411
11	14	65,685	71,331	72,988	76,901	78,434
12	15	66,900	74,174	75,906	79,952	81,768
13	16	68,113	77,565	79,381	83,582	85,420
14	17		80,955	82,856	87,211	89,071

*Only teachers who were placed on the fifth year salary lane prior to June 30, 2005, are eligible for placement on this salary lane during the life of this Agreement.

All teachers not yet at maximum who were employed in a bargaining unit position prior to July 1, 2015, shall advance one step.

All teachers who earn a National Teacher Certificate during the life of this Agreement shall receive a lump sum stipend of \$500 and shall be reimbursed up to \$200 for application expenses.

APPENDIX A
2016-2017 Teachers' Salary Schedule

Step	Yrs. Of Exp.	BA	5th Yr.*	MA	6th Yr.	Ph.D.
1	1	47,324	49,057	50,166		
2	2	48,942	50,969	52,122	55,188	
3	3-4	50,616	52,962	54,168	57,315	
4	5-7	52,364	55,031	56,291	59,526	
5	8	54,171	57,193	58,642	61,834	
6	9	56,041	59,445	60,813	64,240	65,307
7	10	57,980	61,796	63,215	66,744	67,894
8	11	59,995	64,241	65,724	69,351	70,597
9	12	62,083	66,792	68,338	72,071	73,415
10	13	64,246	69,442	71,054	74,906	76,346
11	14	66,499	72,216	73,893	77,855	79,407
12	15	67,730	75,094	76,847	80,943	82,782
13	16	68,958	78,527	80,365	84,618	86,479
14	17		81,959	83,883	88,292	90,175

*Only teachers who were placed on the fifth year salary lane prior to June 30, 2005, are eligible for placement on this salary lane during the life of this Agreement.

All teachers not yet at maximum who were employed in a bargaining unit position prior to July 1, 2016, shall advance one step.

APPENDIX B
STIPEND SCHEDULE
2011 – 2014

<u>School</u>	<u>Level</u>	<u>Title</u>	<u>Percent</u>	<u>SY 11- 12</u>	<u>SY 12- 13</u>	<u>SY 13 - 14</u>
				\$42,939	\$44,784	\$45,152
CHS		Athletic Director	16%	\$6,870	7165	7224
CHS		Baseball - MV	11.2%	\$4,809	5015	5057
CHS		Baseball - MJV	8.2%	\$3,521	3672	3702
CHS		Basketball cheerleaders	10.0%	\$4,294	4478	4515
CHS		Basketball - FV	13.1%	\$5,625	5866	5914
CHS		Basketball - FJV	9.5%	\$4,079	4254	4289
CHS		Basketball - MV	13.1%	\$5,625	5866	5914
CHS		Basketball - MJV	9.5%	\$4,079	4254	4289
CHS		Cross Country - FV and MV	8.6%	\$3,693	3851	3883
CHS		Soccer - FV	11.2%	\$4,809	5015	5057
CHS		Soccer - FJV	8.2%	\$3,521	3672	3702
CHS		Soccer - MV	11.2%	\$4,809	5015	5057
CHS		Soccer - MJV	8.2%	\$3,521	3672	3702
CHS		Softball - FV	11.2%	\$4,809	5015	5057
CHS		Softball - FJV	8.2%	\$3,521	3672	3702
CHS		Tennis - M	7.5%	\$3,220	3358	3386
CHS		Tennis - F	7.5%	3,220	3358	3386
CHS		Track - F	11.2%	\$4,809	5015	5057
CHS		Track - M	11.2%	4,809	5015	5057
CHS		Golf - Coed	7.5%	\$3,220	3358	3386
CHS		Track - Indoor - Coed	7.7%	\$3,306	3448	3476
CHS		Volleyball - FV	7.7%	\$3,306	3448	3476
CHS		Volleyball - FV	6.0%	\$2,576	2687	2709
CHS		Football Coach - MV	13.1%	\$5,625	5866	5914
CHS		Football Asst Coach - MV	9.5%	\$4,079	4254	4289
CHS		Football Asst Coach - MV	11.2%	\$4,809	5015	5057
CHS		Football Asst - MV	9.55%	\$4,079	4254	4289
CHS		Football/Soccer Cheerleaders	6.0%	\$2,576	2687	2704
CHS	F	All School Production	9.6%	\$4,122	4299	4334
CHS	B	Class Advisor - 9 th	3.5%	\$1,503	1567	1580
CHS	B	Class Advisor - 10 th	3.5%	\$1,503	1567	1580
CHS	B	Class Advisor - 11 th	3.5%	\$1,503	1567	1580
CHS	B	Class Advisor - 12 th	3.5%	\$1,503	1567	1580
CHS	A	Color Guard/Flag Twirlers	2.5%	\$1,073	1119	1128
CHS	C	Senior Activity Advisor	4.5%	\$1,932	2015	2031
CHS	E	Jazz Ensemble	6.5%	\$2,791	2910	2934

<u>School</u>	<u>Level</u>	<u>Title</u>	<u>Percent</u>	<u>SY 11-12</u>	<u>SY 12-13</u>	<u>SY 13-14</u>
				\$42,939	\$44,784	\$45,152
CHS	C	Literacy Magazine	4.5%	\$1,932	2015	2031
CHS	B	Marching Band	3.5%	\$1,503	1567	1580
CHS	C	Newspaper	4.5%	\$1,932	2015	2031
CHS	C	National Honor Society	4.5%	\$1,932	2015	2031
CHS		Student Council	6.1%	\$2,619	2731	2754
CHS	F	Yearbook	11.2%	\$4,809	5015	5057
CHS	C	Music Festival	4.5%	\$1,932	2031	2031
CHS	C	National Art Honor Society	4.50%	\$1,932	2015	2031
CHS	C	History Club	2.3%	\$966	1030	1038
CHS	B	Flute Players' Club*	1.3%	\$537	582	586
CHS	B	Unity Club	3.50%	\$1,503	1567	1580
CHS	F	School to Career	11.20%	\$4,809	5015	5057
CHS	E	Women's & Men's Choir	6.50%	\$2,791	2910	2934
CHS	D+	Respect Ethic Pride	5.75%	\$2,469	2575	2596
CHS	D+	Future Problem Solvers	5.75%	\$2,469	2575	2596
CHS	B	C.A.Y.A.C	3.50%	\$1,503	1567	1580
CHS	C	Debate Club	4.50%	\$1,932	2015	2031
CHS	D+	Dance Club	5.75%	\$2,469	2575	2596
CHS	F	Connections (Advisor Coordinator	0.112	\$4,809	5015	5057
CHS		Ultimate Frisbee Club	HOURLY	\$22.00	\$22.00	\$22.00
CHS		Ski Club	HOURLY	\$22.00	\$22.00	\$22.00
CMS		Boys' Soccer	7.60%	\$3,263	3403	3431
CMS		Girls' Soccer	7.60%	\$3,263	3403	3431
CMS		Cross Country - Coed	6.30%	\$2,705	2821	2844
CMS		Cross Country - Coed	5.30%	\$2,276	2373	2393
CMS		Boys' Basketball	8.80%	\$3,779	3940	3973
CMS		Girls' Basketball	8.80%	\$3,779	3940	3973
CMS		Athletic Director	10.00%	\$4,294	4478	4515
CMS		Cheerleading Director	6.30%	\$2,705	2821	2844
CMS		Boys' Baseball	7.60%	\$3,263	3403	3431
CMS		Girls' Softball	7.60%	\$3,263	3403	3431
CMS		Boys' Track & Field	7.60%	\$3,263	3403	3431
CMS		Girls' Track & Field	7.60%	\$3,263	3403	3431
CMS		Boys' Soccer	HOURLY	\$22.00	\$22.00	\$22.00
CMS		Girls' Soccer	HOURLY	\$22.00	\$22.00	\$22.00
CMS		Skiing - Coed	HOURLY	\$22.00	\$22.00	\$22.00
CMS		Boys' Volleyball	HOURLY	\$22.00	\$22.00	\$22.00
CMS		Girls' Volleyball	HOURLY	\$22.00	\$22.00	\$22.00

<u>School</u>	<u>Level</u>	<u>Title</u>	<u>Percent</u>	<u>SY 11- 12</u>	<u>SY 12- 13</u>	<u>SY 13- 14</u>
				\$42,939	\$44,784	\$45,152
CMS		Boys' Baseball	HOURLY	\$22.00	\$22.00	\$22.00
CMS		Girls' Softball	HOURLY	\$22.00	\$22.00	\$22.00
CMS		Tennis - Coed	HOURLY	\$22.00	\$22.00	\$22.00
CMS		Boys' Basketball	HOURLY	\$22.00	\$22.00	\$22.00
CMS		Girls' Basketball	HOURLY	\$22.00	\$22.00	\$22.00
CMS		Golf - Coed	HOURLY	\$22.00	\$22.00	\$22.00
CMS		Hockey Handball - Coed	HOURLY	\$22.00	\$22.00	\$22.00
CMS		Archery - Coed	HOURLY	\$22.00	\$22.00	\$22.00
CMS	B	8 th Grade Advisor	3.50%	\$1,503	1567	1580
CMS	B	All School Production	3.50%	\$1,503	1567	1580
CMS	A	Newspaper	2.50%	\$1,073	1119	1128
CMS	D+	Future Problem Solving	5.75%	\$2,469	2575	2596
CMS	B	World Language Club	3.50%	\$1,503	1567	1580
CMS	B	Art Club, 6-8	3.50%	\$1,503	1567	1580
CMS	D+	Jazz Ensemble	5.75%	\$2,469	2575	2596
CMS	B	Tech Club, 6 th Grade	3.50%	\$1,503	1567	1580
CMS	B	Tech Club, 7 th & 8 th Grade	3.50%	\$1,503	1567	1580
CMS	B	Student Council, 6 th Grade	3.50%	\$1,503	1567	1580
		Student Council, 7 th & 8 th				
CMS	B	Grade	3.50%	\$1,503	1567	1580
CMS	B	Future Stars	3.50%	\$1,503	1567	1580
CMS	F	Math Counts	7.00%	\$3,006	3134	3160
CMS		Late Bus	HOURLY	\$39.00	\$39.00	\$39.00
CMS		Homework Center	HOURLY	\$39.00	\$39.00	\$39.00
WIS	C	Earth Club	2.25%	\$966	1007	1015
WIS	D+	Future Problem Solving	2.88%	\$1,234	1289	1300
WIS	C	Art*	2.25%	\$966	1007	1015
WIS	B	Newspaper	1.75%	\$751	783	790

FACILITATORS

**(All percentages for K-12
Facilitators determined by the
school from which they work.
K-12 facilitators can change
Schools on a yearly basis).**

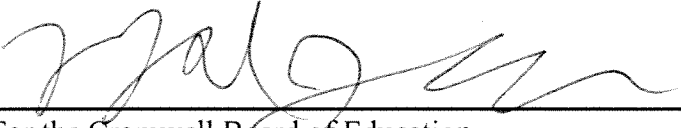
			\$42,939	\$44,784	\$45,152
CHS	Art K-12	7.50%	\$3,220	3358	3386
CHS	Language Arts	7.50%	\$3,220	3358	3386
CHS	World Language	7.50%	\$3,220	3358	3386
CHS	Math	7.50%	\$3,220	3358	3386
CHS	Music K-12	7.50%	\$3,220	33358	3386
CHS	Science	7.50%	\$3,220	3358	3386
CHS	Technology	7.50%	\$3,220	3358	3386
CHS	Social Studies	7.50%	\$3,220	3358	3386
CHS	Computers	7.50%	\$3,220	3358	3386
	Special				
CHS	Education	7.50%	\$3,220	3358	3386
CMS	Language Arts	7.50%	\$3,220	3358	3386
CMS	Social Studies	7.50%	\$3,220	3358	3386
CMS	Computer	7.50%	\$3,220	3358	3386
WIS	Language Arts	8.50%	\$3,650	3806	3837
WIS	Social Studies	8.50%	\$3,650	3806	3837
ECS	Language Arts	8.50%	\$3,650	3806	3837
ECS	Social Studies	8.50%	\$3,650	3806	3837
ECS	Computer	8.50%	\$3,650	3806	3837

<u>School</u>	<u>Title</u>	<u>Rate</u>	<u>SY 11- 12</u>	<u>SY 12- 13</u>	<u>SY 13- 14</u>
ECS	Reading Camp	HOURLY	\$45.00	\$45.00	\$45.00
ECS	Reading Camp Director	HOURLY	\$45.00	\$45.00	\$45.00
ECS	CMT Summer School	HOURLY	\$45.00	\$45.00	\$45.00
ECS	Reading Summer School	HOURLY	\$45.00	\$45.00	\$45.00
WIS	Summer School	HOURLY	\$45.00	\$45.00	\$45.00
CMS	Summer School	HOURLY	\$45.00	\$45.00	\$45.00
CMS	CMT Summer School	HOURLY	\$45.00	\$45.00	\$45.00
District	Professional Development	Hours	\$185	\$185	\$185
District	Professional Development	3+Hours	\$350	\$350	\$350


**Memorandum of Understanding
between the
Education Association of Cromwell
and the
Cromwell Board of Education**

**Re: Article XXI, Teaching Conditions
Section F, Teacher Work Day**

The parties agree that despite the language in Article XXI, Section F of the 2014-2017 collective bargaining agreement, the Board will not be barred from creating a full time teaching position during the life of the Agreement that includes a work day that commences more than thirty five minutes before the start of the student school day or after the start of the student day, and which ends more than thirty five minutes before or after the conclusion of the student school day. The parties further agree that impact negotiations will commence before the Board posts a full time teaching position that includes an alternative work day schedule.



For the Cromwell Board of Education Date 11/12/13



For the Education Association of Cromwell Date 11/12/13

**Memorandum of Understanding
between the
Education Association of Cromwell
and the
Cromwell Board of Education**

**Re: Article XVIII/Homebound Instruction
Appendix B / Extracurricular Position**

The parties agree that if a teacher is assigned to work directly with a Cromwell Public Schools student participating in a virtual learning course, and the teacher assists the student in learning the material provided through the identified virtual learning course, the teacher will be either compensated at the hourly rate set forth in Article XVIII of the 2014-2017 collective bargaining agreement or will have his/her course load reduced, as determined by the Administration.

The Association acknowledges that if the Board employs a staff member to act as a coordinator for the assignments and/or supervision of student completion of administrative tasks associated with virtual learning opportunities during the life of the 2014-2017 agreement, such work shall not be bargaining unit work because the function and tasks of the coordinator position do not require a teaching certificate.



For the Cromwell Board of Education

11/21/13

Date



For the Education Association of Cromwell

11/12/13

Date

**Memorandum of Understanding
between the
Education Association of Cromwell
and the
Cromwell Board of Education**

Re: Stipend Review Committee

On or before December 1, 2013, the parties shall develop a Stipend Review Committee comprised of a subcommittee of the Board of Education, three (3) administrative personnel and three (3) Association representatives. Each party shall be responsible for selecting its committee representatives. The Stipend Review Committee shall be charged with developing a comprehensive recommendation to the stipend schedule, which shall include, but not be limited to, the following focus areas:

- i. the scope of responsibility for each stipend position;
- ii. the number of hours required of each stipend position;
- iii. the maximum number of stipends;
- iv. the process for posting and assigning stipend positions to personnel; and
- v. the stipend rates for each position.

The Stipend Review Committee shall report back to the Board and the Association regarding its recommendations no later than March 15, 2014. The recommendations of the Stipend Review Committee shall be subject to the approval of the Board and the Association and filed with the Town in accordance with the Teacher Negotiation Act, Conn. Gen. Stat. § 10-153a *et seq.* In the event that either the Board or the Association reject the recommendations of the Stipend Review Committee, the matters in dispute shall be submitted to mid-term interest arbitration in accordance with the provisions of the Teacher Negotiation Act.

