



Agreement

Between

EAST LYME BOARD OF EDUCATION

and

EAST LYME TEACHERS' ASSOCIATION

September 1, 2013 through August 31, 2016

Ratified by EL BOE 1/14/13

5/13/13

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ARTICLE I
RECOGNITION

The East Lyme Board of Education (Board) recognizes the Association as the exclusive representative, as defined in Section 10-153 of the Connecticut General Statutes, of the entire unit of certificated professional employees of the Board , other than temporary substitutes, below the rank of Assistant Principal. Those employees holding a Durational Shortage Area Permit (DSAP) will be included in the bargaining unit represented by the East Lyme Teacher's Association (Association).

ARTICLE II
PROFESSIONAL NEGOTIATION

A. Negotiation Over Successor Agreement

1. The Board and the Association agree to negotiate a Successor Agreement in accordance with applicable state statutes. The Agreement as negotiated shall be reduced to writing and signed by authorized officials of the Board and the Association.
2. During negotiations either party may utilize the services of outside consultants to assist on specific topics in negotiation upon prior notification to the other party. Such notification should be made at least five (5) school days before the next negotiating session with a reason for the consultant's attendance.
3. If no successor agreement is reached prior to the expiration date of this contract, provisions of the agreement shall continue to be in full force and effect until such time that a successor agreement is reached by the parties.

B. Negotiation Over Matters not Covered by Terms of the Agreement

1. During the duration of the Agreement, in the event that the Association or the Superintendent desires to make any proposal, the subject matter of which is not covered herein, the Association or the Superintendent may submit such proposal in writing to the Superintendent or to the president of the Association. The Superintendent shall acknowledge receipt of the proposal in writing within three (3) school days thereafter. The Superintendent or the president of the Association shall arrange for a mutually satisfactory time and place for a meeting to discuss such proposal within fifteen (15) days after receipt of the proposal, unless the Superintendent and the Association mutually agree to an extension of time for such meeting.
2. If an agreement is reached, it shall be presented to the Board as a joint recommendation of the Superintendent and the Association if the matter is one upon which Board action is necessary. The Board shall not reject such recommendation without further discussions with the Association. These further discussions, if required, will be limited exclusively to the issue at hand.
3. If discussion between the Superintendent and the Association results in a disagreement, or if the Association is dissatisfied with the progress of discussion with the Superintendent, the Association may so notify the Board in writing and by mutual agreement shall negotiate on the issue in question.
4. The Board shall not adopt a change in policy affecting salaries or other conditions of employment which is not covered by the terms of the Agreement, and which has not been approved, in writing, by the Association, without giving thirty (30) days prior written notice to the Association that it is considering a change. The Association shall have the right to

negotiate any such policy change pursuant to the procedures set forth in paragraphs 1, 2, and 3 above, provided that it files such a request with the Superintendent within five (5) school days after receipt of said written notice.

5. Any agreement reached between the Board and the representatives of the teachers shall be reduced to writing, shall be signed by the Board, and the Association, and shall become an addendum to this Agreement.

ARTICLE III **GENERAL PROVISIONS**

- A.
 1. The term "teacher" means any certified professional employee employed by the Board of Education in a position requiring a teaching or other certificate who is below the rank of superintendent and not included in the administrators' unit or excluded from the purview of sections 10-53a to 10-153n, inclusive, of the Connecticut General Statutes.
 2. As used in this Agreement, the terms "member of the unit" and "employee" refer to teacher as defined in A.1 above, except as otherwise provided in Article VII.
- B. The term "supervising principal", as used in this Agreement is considered to apply to all principals and assistant principals.
- C. It is understood that this Agreement is subject to the Statutes of the State of Connecticut.
- D. It is understood that teachers shall continue to serve under the direction of the Superintendent and in accordance with Board and administrative policies, rules and regulations, including those set forth in, *the Handbook of Policies, Bylaws, and Administrative Regulations* of the East Lyme School System.
- E. The Board will have available in the library of each building or on the East Lyme Public Schools (ELPS) website a complete, updated version of the entire *Handbook of Policies, Bylaws, and Administrative Regulations*. The president of the Association shall also have a complete set.
- F. There shall be no action of any kind taken against any teacher by reason of his/her membership in the Association or participation in its lawful activities.
- G. The provisions of the Agreement shall constitute Board policy for the duration hereof or until changed by mutual consent in writing.
- H. If any portion of this Agreement is ruled invalid for any reason, the remainder of the Agreement shall remain in full force and effect.

I. **Ratification**

The provisions of the Agreement shall become effective when ratified by the Board and the Association, and duly executed by their proper officers and made binding on the legislative body as per State Law 10-153d. Each certificated employee shall be given a copy of the executed Agreement. Costs for printing and distributing the Agreement shall be shared equally by the Association and the Board.

J. **Representation**

The Association agrees to represent equally all teachers without regard to membership or participation in the Association or any other employee organization, and to continue to admit duly certificated teachers to membership without qualification other than payment of dues and employment in the East Lyme School System.

K. Superintendent

In this Agreement the term "Superintendent" shall mean the Superintendent of Schools or anyone officially designated to act in his/her stead.

L. Board Rights

1. Enumerated Rights. Unless expressly limited by this Agreement, the exclusive functions and rights of the Board include, but are not restricted to, the right to: direct the operation of the public schools in the system in all aspects; select and employ new personnel; manage the school system and the direction of its work force; determine methods and levels of financing and budget allocation; provide, when necessary, for the transportation of students; designate the schools to be attended by the children in the system; establish the number of schools to be utilized by the system; maintain good public elementary and secondary schools and provide such other educational activities as in its judgment will best serve the interests of the system to give the children of the system as nearly equal advantages as may be practicable; maintain and operate buildings, lands, apparatus and other property used for schools purposes; decide the textbooks to be used; make rules for the arrangement, use and safekeeping of the schools libraries and to approve the books selected therefore; prepare and submit budgets and, in its sole discretion, expend monies appropriated to the Board for the maintenance and operation of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable; determine, and from time to time redetermine, the number of Board personnel and the methods and materials to be employed; select and determine the qualifications of teachers required to promote the efficient operation of the school system; distribute work to teachers in accordance with the job content and job requirements determined, and from time to time redetermined, by the Board; establish assignments for teachers; transfer teachers; determine the procedure for promotion of teachers; create, enforce and, from time to time, change the rules and regulations concerning discipline of teachers; discipline, suspend or discharge teachers; and, otherwise take such measures as the Board may determine to be necessary to promote the orderly, efficient and safe operation of the school system.
2. Un-enumerated Rights. The listing of specific rights in subsection (1) of this section is not intended to be all inclusive, restrictive or a waiver of any rights of the Board not listed which have not been expressly and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

M. No teacher will be disciplined without just cause. For the purpose of this Article, the lowest level of discipline for which just cause applies is a written reprimand. Termination and non-renewal proceedings will not be subject to this provision or the grievance and arbitration provisions of this Agreement.

ARTICLE IV
EDUCATIONAL ENVIRONMENT

A. School Calendar

1. The school calendar for each year will be distributed to teachers following its adoption by the Board. Teachers will be notified of subsequent changes in the adopted calendar as soon as possible.
2. The salary schedules set forth in this contract are based upon a specific teacher work year. The work year, other than for new personnel who may be required to attend additional orientation sessions, shall begin one day prior to the opening of the student school year and terminate after the total number of days specified below:

<u>Year</u>	<u>Total Days</u>	<u>Non-Contact</u>	<u>Contact</u>
2010-2013	187	5.0	182

The non-contact days shall consist of three (3) professional development days, one (1) orientation day and one (1) preparation day each calendar year. For days worked beyond the applicable total days, teachers shall receive a per diem payment based on the then applicable salary schedule.

B. School Day

1. Teacher Reporting: Teachers are directly responsible to building principals and through them to the Superintendent and Board. Each teacher shall discharge his or her duties in accordance with the policies of the Board, the rules and instructions of the Superintendent and building principal, and the provisions of this Agreement,
2. Workday: If the Board increases the teacher workday it shall compensate affected teachers at the rate of compensation based upon a pro-rating of each teacher's salary equal to a percentage of the time the school day is increased, i.e., *Minutes added per day divided by 7 hours and 5 minutes per day worked multiplied by 100 = percent of additional compensation for affected teachers.*
3. Teacher Lunch: All teachers shall have a duty free lunch period as provided for in Section 10-156(a) of the Connecticut General Statutes. Teachers may leave the building during this period upon notifying the building principal or his/her designee. In case of emergency or other extraordinary circumstances, the principal or his/her designee has the right to require teachers to remain in the building during their normal lunch period.
4. Teachers in Building: Teachers will remain in school buildings or on the school grounds during school hours. Teachers may leave school property during their unassigned time upon approval of the principal or designee. In emergency situations, the building principal has the right to require staff to remain on the premises during lunch time.

Teachers will be available to remain sixty (60) minutes beyond the defined workday one day each week. This time will be reserved for professional, administrative, and departmental meetings.

C. Teacher Assignments

1. The assignment and transfer of teachers within the school system is the responsibility of the Superintendent of Schools. Assignment shall be made only after every effort has been made to meet the reasonable requests and desires of any teacher concerned. The welfare of the students shall be the prime concern.
2. A change in assignment shall, as far as it is feasible, be according to preference. When a teacher is notified of a change of assignment by the principal, a conference with the Superintendent may be requested and must be granted.
3. Teachers shall be notified, in writing, of their programs for the coming year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and, under normal circumstances, prior to the close of the current school year. Under unusual circumstances such as those caused by summer resignations or unexpected changes in enrollment, it may be

necessary to make adjustments in staff assignments when consultation with those involved is not possible, after the close of the school year, but every effort will be made by the Superintendent to minimize these reassignments.

4. In arranging schedules for teachers who are assigned to more than one school, insofar as it is compatible with the educational program, an effort shall be made to limit the amount of inter-school travel. Such teachers shall be notified of any changes in their schedule as soon as practicable.
5. Teachers assigned to more than one school in any one school day or who are required to use their own automobile in the normal performance of their assigned duties shall receive mileage at the IRS approved figure. The provisions of this paragraph shall not be construed to include payment for mileage driven by a teacher between his/her residence and place of employment.
6. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the office of the Superintendent no later than March 1. Such statement shall include the reason(s) for the request, the grade and/or subject to which the teachers desires to be assigned or the school, or schools, in order of the preference, to which the teacher desires to be transferred. As soon as practicable the Superintendent shall notify each teacher who has requested a change in assignment of the action taken and the reason(s) therefore.
7. Job Sharing: The Board encourages teachers to consider job sharing as an alternative working arrangement. In situations where the Board has approved job sharing between two teachers, the Board will be required to provide the option of health and life insurance coverage for only one of the participants. The selection of the covered participant must be made by the job sharers prior to the request for job sharing and may be changed only with written notice to the Board from both participants and the approval of the Board, subject to any conditions imposed by the insurance carrier.

D. Teacher Transfers

1. The Board and the Association recognize that some transfer of teachers within the school system is unavoidable, and, in fact, may be desirable.
2. It is therefore agreed that:
 - a. When a transfer of teachers in the school system is necessary, volunteers shall be given first consideration if the move is considered to be in the best interests of the school system.
 - b. When involuntary transfers or reassignments are necessary, the teacher(s) selected for such transfer or reassignment will be selected on the basis of the following criteria: (1) the qualifications of the teacher as compared to others selected for transfer within the school or grade level as appropriate; and (2) the best interests of the students and school system as articulated by the Superintendent. All other things being equal, the teachers' length of service in the East Lyme schools shall be controlling.
 - c. A teacher shall be informed of an involuntary transfer during a personal discussion between the Superintendent and the teacher involved at which time the teacher shall be notified of the reason for the transfer.

A teacher who is involuntarily transferred for reasons other than performance will be allowed to return to their prior assignment should it become available at the start of a

school year within (2) years. Such teacher must notify the Superintendent in writing of his/her intent to return during the posting period.

- d. All vacancies, within the bargaining unit, shall be adequately publicized by email to the various school faculties as soon as possible after the vacancy occurs; a reasonable deadline date for response (not less than 2 weeks) will be set by the Superintendent unless waived by mutual written agreement of the Association president and the Superintendent or their designees. Those teachers interested in being notified during the summer of vacancies may ask to be placed on an email mailing list. Such requests shall be filed with the Superintendent's office no later than June 15 of each school year.
 - e. As soon as practicable but not later than June 1, the Superintendent will publish a listing of tentative changes in the roster of faculty positions for the forthcoming school year, and provide a copy for each faculty member. Changes in the school budget may affect the tenuity of faculty positions.
3. Any teacher who voluntarily applies and is certified and qualified for a vacancy shall be granted an interview for that position and shall be notified in writing of the recommendation of the interviewing committee.

When two (2) or more qualified members of the bargaining unit apply for a voluntary transfer through the transfer list, the building administrator shall interview and recommend a candidate to the Superintendent from the qualified applicants. All other things being equal, the teacher's length of service in the ELPS shall be controlling.

E. Recruitment, Hiring, and Notification of Dismissal

The recruitment, hiring, and notification of dismissal of teachers are the responsibility of the Superintendent of Schools.

F. Non-Teaching Assignment

1. The Board and the Association agree that a teacher's primary responsibility is to teach and that his/her energy should, to the extent possible, be utilized to this end.
2. Non-teaching duties involving the supervision of pupils will be assigned and scheduled at the discretion of the principal.
3. Except under unusual conditions, each teacher will receive no less than twenty-five (25) minutes duty free lunch.
4. Elementary school teachers will not be required to supervise student lunch or recess, except in unusual or emergency situations. Budgetary reasons are not considered unusual or emergency situations.
5. Teachers shall not be required to drive pupils to activities which take place away from the building, unless the teacher's job description requires such transportation responsibilities. If the Board changes a teacher's job description to include driving duties, the Association reserves the right to bargain the impact of such change.

G. Supplementary Assignments

1. The Board and the Association agree that the teacher’s primary function is to fulfill his/her instructional assignment.
2. Supplementary assignments which require rendering of services outside the regular instructional program or beyond school hours shall be voluntary.
3. All persons receiving supplementary salary shall be expected to be available in excess of the approved school day and/or calendar as may be required to perform properly their supplementary duties. Unless otherwise specified in the Appendix, or in CIAC/CAS regulations, or by prior practices concerning work year and work day, their availability shall not be required beyond two weeks before the start of the student school year, nor continued beyond two weeks after the end of the student school year.
4. Payments for supplementary duties shall be made in accordance with the Supplementary Salary Schedule set forth in the Appendix.

ARTICLE V
OTHER CONDITIONS OF EMPLOYMENT

A. Insurance

1. The Board shall provide all participating teachers who are 0.5 FTE or greater, and their families, with one of the following insurance coverage Options as selected by the participating teacher, which coverage shall run from September 1 through August 31 of each year:

Option 1: - Century Preferred Point of Service Preferred Provider Organization (POS/PPO)

Coverage under a managed care point of service plan with In-Network and Out-of-Network provisions.

- a. In-Network will be PPO-type plan with participating physicians; \$250.00 per hospital confinement deduction; \$25.00 co-pay per visit and \$0.00 routine physicals.
- b. Out-of-Network will have deductibles with \$600.00 per individual, \$1,200 2-Person and \$1,800 family deductibles and 70%/30% co-insurance with \$2,000.00 individual, \$4,000 2-person and \$6,000.00 family out-of-pocket limits. Physician care and will be reimbursed at 70% after meeting deductibles and co-insurance limits with no coverage for routine physicals. The Board shall pay and the respective teacher shall pay the following percentages of the premium cost of said coverage.*

<u>Year</u>	<u>Board</u>	<u>Employee</u>
2013-14	82.5%	17.5%
2014-15	81.5%	18.5%
2015-16	80.5%	19.5%

Option 2: - High Deductible Health Plan (HDHP) with Health Savings Account (HSA)

The Board will have the option of offering a High Deductible Health Plan (HDHP) with Health Savings Account (HSA) during the life of the Agreement with terms determined by the Board.

2. The Board shall provide all teachers participating in Option 1, above, who are 0.5 FTE or greater, and their families with the following:
 - a. A managed 3-Tier Prescription Drug Program, including but not limited to oral contraceptive coverage; with an annual maximum of \$3,000 per family member per calendar year; with co-payments of \$10.00 for generic drugs, \$25.00 for listed brand-name drugs; and \$40.00 for non-listed brand-name drugs.
 - b. The Board and the respective participating teachers shall pay the percentage of the premium costs for prescription drugs based upon which insurance coverage the employee selected from the Options specified above.

The Board may change carriers for any of the above insurance, or provide such coverage through a consortium of other employers, provided that the coverage and benefits are substantially equal to those currently offered, and that no such change shall result in any lapse of benefits. At least sixty (60) days prior changing of carrier, the Board or its designee shall notify the President of the Association, and the parties will meet to discuss the proposed change.

If the Board and the Association are unable to agree that the changes proposed are substantially equal within sixty (60) days from notice by the Board of its intention to change carriers, the matter, at the request of either party, shall be submitted to binding arbitration. Either party may request that such arbitration be expedited under the Rules of The American Arbitration Association for expedited arbitration. No change shall be implemented prior to the completion of arbitration, if required.

3. The Board shall provide all teachers who are 0.5 FTE or greater with life insurance in the amount of \$50,000 with full premium paid by the Board.
4. The Board shall provide all participating teachers, who are 0.5 FTE or greater, and their respective eligible dependents—with a full service dental plan with Rider A. The Board shall pay 90% of the premium costs for participating teachers and the Board shall pay 70% of the premium costs for eligible dependents. The participating teachers will be responsible to pay the remaining respective percentages of the premium costs.
5. Teachers who are less than 0.5 FTE may, at their option, purchase through payroll deduction, the coverage specified in subsections 1, 2, 3 and 4 above. The teacher shall be responsible for 100% of the premium costs.
6. Teachers shall be allowed to deposit into a special flexible benefits account under Section 125 of the Internal Revenue Code (IRC). The contributions and expenses for this plan will be set on a contract year effective from September 1 through August 31. Teachers who participate in Option 1 coverage may use these monies for medical care and/or for dependent care under Section 129 of the IRC. Teachers participating in Option 2 coverage will be allowed to participate in such account for dependent care only. Teachers may also voluntarily contribute, to the extent allowed by the law, additional dollars to their account under the 125, 129, and 105(h) sections of the IRC. The Board shall, however, have no responsibility for advising teachers of their legal obligations under the IRC. Costs of administration of the plan will be borne by the Board. The Board shall, for professional employees who are .5 FTE or greater, match employee contributions up to a cap of \$300.00 per employee per year, but not to exceed \$60,000.00 in total per year.
7. Payment for any of the insurance coverages specified above—shall be made through a payroll deduction, which will be done by the adoption of an IRC Section 125 pre-tax premium conversion account for teachers, so that health insurance contributions may be made from pre-tax dollars.

B. Professional Development

1. The Board and the Association encourage activities calculated to promote professional advancement and learning in the classroom. These may include, but not be limited to, trips to professional conferences, visitations to other schools or programs, research projects and a professional library. To this end, the Board will allot funds in its annual budget. Items of this nature may be approved providing that:
 - a. Funds are requested during the prior year so they may be included in the budget.
 - b. The Board will establish a professional development fund for each year of the Agreement. The Board reserves the right to eliminate or cut these budgeted items depending upon the exigencies of the budgeting process.
2. Teachers are urged and encouraged to apply for State Board of Education and other available grants which have been established for the purpose of inspiring classroom teachers to try out new ideas with their children.
3. The Board will provide a tuition allowance up to the per credit cost of graduate course credits at the University of Connecticut (UCONN) to a maximum of six credit hours per teacher per year for a maximum of \$85,000. If reimbursement is to be given, all courses taken must have the prior approval of the Superintendent and be completed with a grade of B or the equivalent. Application should be made through the Superintendent's office.
4. Any teacher who is asked by the Superintendent to present an in-service program will receive \$45.00 per hour for that in-service program.
5. Sabbatical Leave
 - a. A professional staff member will become eligible for a sabbatical leave after seven years of continuous service in the school system of the Town of East Lyme.
 - b. Application must be made in writing to the Board no later than November 1st of the school year immediately preceding the proposed leave.
 - c. All applications for sabbatical leave will be considered by a committee of two teachers, one administrator, and one Board member. They will recommend candidates to the Board with the Board reserving the right to accept or reject the candidates. Board action will be taken before January 15. No sabbatical will be granted for less than one full year.
 - d. Sabbatical leave may be granted to staff members for study or writing. If for study, the staff member must take at least 12 credits per semester, if for writing, then a chapter-by-chapter outline and an itinerary and/or working schedule must be submitted with the application.
 - e. Leave will not be granted for a program of study that will result only in the completion of statutory requirements for teacher certification as stipulated by the Connecticut State Board of Education,
 - f. A staff member granted sabbatical leave is obligated to return to the East Lyme school system for three years of service. If the staff member does not return, he/she shall, within two years, repay to the Board the amount received from the Board during the sabbatical leave. If the staff member does not remain in the East Lyme school system's

service for three years, he/she shall, within two years, repay to the Board an amount of money bearing the same ratio to the amount granted as the unexpired period of service bears to three years. This requirement will not apply should the staff member become incapacitated or the Board waive the condition.

- g. A successful applicant who, for any reason chooses to refuse his/her leave of absence, must notify the Board of this fact no later than April 1st of the school year immediately preceding the leave in order to be assured of a staff position in East Lyme during the year for which the leave was granted.
- h. The basic leave compensation will be 75% of the regular teacher salary schedule, and will not include supplementary duty pay. The amount of any non-commercial educational pay will not be taken into consideration. In the event of employment by a commercial agency, an adjustment will be made by which the Board will grant the staff member on leave an amount equal to the difference between the remuneration received from the commercial agency and his/her regular teacher's salary, but in no case will the Board contribute an amount greater than the basic leave compensation.
- i. Each successful applicant for sabbatical leave will be expected to inform the Board of all remuneration to be received in conjunction with the proposed program to be followed during sabbatical leave.
- j. The following additional benefits will be granted to any staff member whose application for sabbatical leave is approved:
 - (1) Compulsory payments to the State Teachers' Retirement System will be made by the Board for the period of the leave.
 - (2) Coverage by any group health or medical program or similar benefit approved by the Board will be continued.
 - (3) Sick leave will continue to accumulate.
 - (4) Upon return from sabbatical leave, a staff member will be granted credit for one year of professional experience and any salary increment.

C. Leave of Absence

1. Personal Illness

Fifteen (15) days annually, accumulative to one hundred seventy-five (175) days, will be allowed.

2. Personal Leave

Up to a maximum of five (5) days for whatever reason, without a loss of pay, will be granted for personal days "such as emergencies, religious observances and/or legal matters."

- a. The five (5) days personal leave shall be allowed at the discretion of the teacher. When leave is taken, the request for leave shall be stated in writing and forwarded through the building principal to the Superintendent at least two (2) days before the leave is to be taken. Days will be granted without reason provided they are not to be used for vacation, or the day immediately prior to or after a holiday/school vacation.

- b. When a teacher has a known scheduled event, such as weddings, graduations, religious holidays or observances, which falls on a day prior to or after a vacation, the reason must be submitted to the Superintendent forty-eight (48) hours prior to the vacation period. Any approval would be at the discretion of the Superintendent.
- c. For any discretionary leaves not provided for in a. or b. above and taken immediately before or after any regularly scheduled school vacation or legal holiday, or for leaves in excess of the five (5) days allowed, 1/187th of the annual contractual salary of the teacher shall be deducted. Personal leave for those purposes will require written notice to the Superintendent at least five (5) days before the leave, and may be denied if a substitute is not available.

For illness in the immediate family in excess of the five (5) days allowed, the substitute's pay shall be deducted.

Advance notice will not be required if the day of leave is taken for illness in the immediate family (child, spouse, parent or parent-in-law) or for an emergency condition wherein advance notice could not have been given. In the case of an emergency leave or illness in the immediate family, the staff member will submit an explanation upon return to work.

If either Board or teachers feel that there is a disproportionate increase in use of personal leave days, the two parties agree to meet at the request of the other, to consider the advisability of corrective action.

- 3. In addition to the five (5) days of personal leave, teachers are allowed up to three (3) days per funeral for funerals of spouse, child, parent (in-law), sibling (in-law), grandparent, or grandchild. Leaves for funeral in excess of the three (3) days allowed, shall result in the deduction of a substitute's salary.

4. Parenthood Leave

Maternity/Paternity leave shall be in accordance with all applicable state and federal statutes and regulations.

- a. Upon the recommendation of the Superintendent and with the approval of the Board, teachers may be granted extended leaves of absence without pay for the purpose of child rearing. Teachers requesting this leave may take this leave for any school year, or portion thereof in which a child is born, adopted, or fostered, end for an additional school year, or part thereof, if the teacher so requests. Teachers returning from this leave will return only at the beginning of their school's quarter or semester. Requests must be submitted in writing to the Superintendent at least thirty (30) days before the leave commences.
- b. Teachers on leave may purchase at his/her expense any or all of the health insurance benefits provided under Article V. A. While on leave, the teacher's seniority and other accrued benefits will not be reduced but neither will they grow.
- c. The Board may count this leave towards fulfilling its obligations under the Family Medical Leave Act (FMLA).

5. Personal Injury Benefits

Whenever a teacher is absent from school as a result of personal injury caused by an accident

arising out of and in the course of employment, he/she shall be paid 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, and no part of such absence shall be charged to annual or accumulated sick leave.

6. Jury Duty

Except in extraordinary circumstances, employees of the Board are encouraged to serve on juries when they are called. All extra compensation for jury duty, other than travel expense, will be turned over to the Board or deducted from the regular paycheck at teacher's choice. No leave time will be deducted for jury duty.

7. Presidential Release Time

The President of the Association shall be relieved from teaching duties for up to one full day per month to use for Association business, with the Association paying substitute costs.

8. General Leave

- a. Upon the recommendation of the Superintendent and with the approval of the Board, teachers may be granted extended leaves of absence without pay for up to one year. Teachers returning from this leave will return only at the beginning of their school's quarter or semester. Requests must be submitted in writing to the Superintendent at least thirty (30) days before the leave commences.
- b. While on leave teachers may purchase at their own expense any or all of the health insurance benefits provided under Article V, A. While on leave, the teacher's seniority and other accrued benefits will not be reduced but neither will they grow.
- c. If this leave or any portion thereof qualifies as leave under the Family Medical Leave Act (FMLA) the Board may count this leave time towards its obligations under the FMLA.

D. Salaries

1. The salaries of all persons covered by this Agreement are set forth in the Appendix which is attached hereto and made part hereof.
2. All previous teaching experience in public or private schools, business and industry, or in institutions, as well as related work experience in non-educational settings as determined relevant by the Superintendent, may be credited on the salary scale.
3. Fractions of a year's teaching service or of military service amounting to one-half a year or more will be credited as a full year. Fractions of a year less than one-half will be dropped.
4. The annual increment is earned upon completion of a year of satisfactory service, or upon completion of the terms of a leave of absence as granted by the Board.

An increment may be withheld by the Superintendent with just cause. The affected teacher must be notified by the Superintendent of such a withholding prior to June 1 of the year before payment is to be withheld.

During the year increment is being withheld the teacher may request, in writing, that his/her performance be reviewed. If the building principal and Superintendent feel that there has been satisfactory improvement in performance, the teacher may be moved back to his/her experience

step during the following school year. In no way will the lost increment be paid retroactively.

If the building principal and the Superintendent feel that performance has not improved satisfactorily, the increment may be withheld for an additional year or years. It is assumed that continuing loss of increment beyond one year will lead to consideration of termination of contract.

5. All professional personnel shall have the option of (a) being paid in equal installments paid bi-weekly from September through June or (b) having his/her salary divided into twenty-six (26) equal installments with July and August installments being paid on the last day of the school year, subject to authorized mandatory and voluntary deductions. Notification shall be made no later than June 1 of the preceding school year.
6. Teachers eligible for transfer from one salary column to another must present evidence of completion of their planned program prior to September 1st of any school year, and should notify the Superintendent of their expectations prior to April 1 of the current school year. No transfer will be made at any other time.

Teacher's being paid at BA level will move to the MA column upon completion of a masters program or upon completion of thirty (30) or more graduate credits in a program approved by the Superintendent, or a planned program within an accredited college. The Superintendent's approval will be based on the value of the graduate courses taken to the system and to the teacher as a professional educator.

Those who move to the 6th year column will do so upon receipt of a 6th year certificate from an accredited college or upon completion of 60 or more graduate credits in a program approved by the Superintendent.

7. The Board will require direct deposit of a teacher's pay.
8. The Board will make direct deposits to a tax sheltered annuity agency from each paycheck each month as agreed to by the parties.
9.
 - a. Retired teachers employed in "non-shortage" areas will be paid at the maximum step of the BA salary lane, commensurate with their assigned full-time equivalency.
 - b. Retired teachers employed in "shortage" areas on a full-time basis will receive a salary "at least equal to that paid other teachers in the same school system with similar training and experience" and "such former teacher shall be eligible for same health insurance benefits provided to active teachers employed by the Board."
 - c. The provisions of this Section 11 shall be in effect unless modified by Federal or State legislation or regulations relating to the employment of retired teachers.

E. Health Examination

The Board may offer tuberculosis testing once every three (3) years. Teachers will be required to take the test at the Board's expense. A teacher, whose physician indicates by written opinion that such test or any other form of tuberculosis test, is medically inadvisable for the teacher, shall be excused from taking such test.

F. Retirement Incentive

1. Teachers will be eligible for a one time only retirement incentive upon the completion of twenty

(20) years, the last fifteen (15) of which in East Lyme, of satisfactory service as described in Appendix III.

2. The retirement incentive will be based on fifty percent (50%) of the individual's accumulated sick days up to a maximum of 175 days. (*i.e.* 50% x 175 = 87.5 days)
3. Payment for unused sick leave will be based on 1/187th of the teacher's annual salary.
4. Teachers must have attained the age of fifty (50) in order to be eligible for this benefit.
5. Method of Payment
 - a. Up to \$5,000 payable upon retirement.
 - b. \$5,001 to \$10,000 payable in two equal payments over two fiscal years.
 - c. \$10,001 to \$15,000 payable in three equal payments over three fiscal years.
 - d. More than \$15,000 payable in four equal payments over four fiscal years.
 - e. All payments will be made in the month of July.
 - f. The retiree has the option of having the first installment paid the January following retirement.
6. Teachers must notify the Superintendent by December 15 of the retirement year of their intention to retire.
7. Teachers hired after June 30, 2013 shall not be eligible for the benefits provided in this Section F.

ARTICLE VI **GRIEVANCE PROCEDURE**

Introduction

The Board and the Association recognize that under most circumstances, matters involving personnel relations between professional persons should be handled on an individual, informal basis; that where it becomes necessary to adjudicate such matters in a formal manner, there may be damage to the professional relationship.

On this basis, the Board will expect all of its employees to respect the provisions of its Policies, Administrative Regulations and this Agreement, and to resolve their problems in a professional manner. This article is included only to provide a formal procedure. A sincere effort will be made on the part of the teachers who believe they have grievances to resolve those grievances on an informal basis with an immediate superior in accordance with Board policies.

A. Definitions

A "grievance" to be considered under this formal procedure must be initiated in written form by a teacher(s) within thirty (30) calendar days of its occurrence, and shall mean a complaint by a teacher(s) or the Association (herein after "grievants") that he/she/they has/have suffered because of a violation of a provision of the Agreement.

B. Purpose

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

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level hereinafter specified should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.

Time devoted to resolving problems under this grievance procedure shall not normally be taken from regular school hours.

1. Level One - Principal

If after a sincere effort has been made to settle the complaint on an informal basis, and the grievants believe that the cause of the complaint has not been remedied, they shall set forth the grievance, in writing on the Grievance Procedure form, to their principal specifying:

- a. the nature of the grievance
- b. the nature and extent of his/her distress
- c. the results of previous discussions.
- d. the portion of this Agreement which the teacher feels has been violated.

If the grievance is not resolved within three (3) school days, the principal shall make a statement on the grievance form for use on Level Two.

2. Level Two – Superintendent

The Superintendent shall confer with the grievants or, if expedient, with the principal and the grievants separately. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period, not to exceed ten (10) school days of the date the principal made, or should have made, his/her statement on the grievance form. If the grievance is not resolved to the grievants satisfaction, the Superintendent shall make a statement on the grievance form within an additional three (3) school days for use on Level Three.

3. Level Three - Board

The Board, or a committee thereof, shall review the grievance, hold a hearing with the grievants if requested, and make a statement on the grievance form of the action taken, within thirty (30) calendar days from the date on which the Superintendent made, or should have made, his statement on the grievance form.

4. Level Four – Impartial Arbitration

If the grievants are not satisfied with the disposition of their grievance at Level Three, or if no decision has been rendered within thirty (30) calendar days of the submission of the grievance to Level Three, they may request in writing that the Chairman of the Executive Committee of the

East Lyme Teacher's Association submit the grievance to arbitration, if, within fifteen (15) days of the receipt of the request, the Executive Committee should decide that the grievance is valid under the definition set forth in A-1 above, and that submitting it to arbitration would be in the best interest of the East Lyme School System, it shall, by written notice to the Board indicate its intention to seek arbitration. Such notice shall contain a statement setting forth the nature of the dispute and the remedy sought.

The arbitrator shall be limited to the issues submitted to him/her and shall consider nothing else. The arbitrator can add nothing to, and subtract nothing from, the Agreement between the parties or any applicable policy of the Board. The decision of the arbitrator shall be binding on both parties.

D. Costs

1. Each party will bear the total cost it incurred.
2. The fees and expenses to the arbitrator shall be the only costs shared by the two parties.
3. If time is lost by any teacher due to the arbitration proceedings necessitating employment of a substitute, the Board will pay the cost of the substitute. If the arbitrator's award upholds the Board's position, time lost by the teacher must either be without pay or charged to personal time. If the arbitrator's award upholds the teacher's position, the teacher will be paid for the time lost due to the arbitration proceedings.

E. Rights of Teachers to Representation

1. No action of any kind shall be taken by either party or by any member of the administration against any teacher, any school representative, any member of the Professional Rights and Responsibilities Committee, or any other participant in the grievance procedures by reason of such participation.
2. Any teacher may be represented in Levels One, Two, or Three by a person of his/her own choosing. The resolution of all grievances will be put in writing and copies given to the grievant(s) and to the Association.

F. Miscellaneous

1. If, in the judgment of the Executive Committee, a grievance affects a group or class of teachers working in more than one administrative unit, the committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.
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. When an administrative directive allegedly presents a cause for grievance, it will meanwhile be in effect until the grievance is settled.
4. Failure by the Administration or Board at any level of this procedure to abide by the time limits would enable the grievants to move to the next level. Failure of the grievant to move to the next level within the time limits will result in settling the grievance with the administrative or Board response at that level.

ARTICLE VII
REDUCTION IN STAFF

A. General Statement of Policy

It is recognized that the Board has the responsibility to maintain good public elementary and secondary schools and to implement the educational interest of the state. However, recognizing also that it may become necessary to eliminate certified staff positions in certain circumstances, this policy is adopted to provide a fair and orderly process should such eliminations become necessary.

B. Reasons for Elimination of Certified Staff Positions

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. Elimination of certified staff positions may result from decreases in student enrollment, changes in curriculum, severe financial conditions, or other circumstances as determined by the Board.

C. Definitions

As used herein the term "teacher" shall apply to any employee of the Board below the rank of Superintendent who holds a position requiring a teaching certificate issued by the Connecticut State Board of Education.

D. Procedure

The applicable bargaining unit shall be notified of the need for staff reduction. In determining the identity of staff who shall thereafter be released, the following guidelines shall apply:

1. Retirement, resignations, voluntary transfers, non-renewals, and terminations for reasons other than position elimination, will first be reviewed to determine if the staff is reduced in sufficient number in this manner to avoid further release of teachers,
2. If additional staff must be released, a review will be made of the performance, qualifications, and ability as a teacher in the East Lyme Public Schools,
3. If in the judgment of the Superintendent, staff members under consideration for layoff have similar skill, qualifications and ability, then those having least years of continuous service¹ in East Lyme will be released first using the following considerations:
 - a. Persons with Durational Shortage Area Permit (DSAP), will be laid-off before any non-tenured and tenured teachers certified for the applicable position.
 - b. Non-tenured teachers with the least number of years of service in the ELPS will be laid off before tenured teachers. If the years of service are considered equal between two or more staff then the date their signed hiring letter was returned to the Superintendent's office will be used as a tie-breaker.

¹ Continuous teaching service is defined as professional employment by the East Lyme Schools with no interruption of service except for military, sabbatical or child-rearing leave. Child-rearing leave will not count toward seniority but there will be no loss of previously accrued seniority during said rearing leave.

Part time teaching service will be pro-rated upon the nearest tenth of teaching load as defined by the letter of employment and a pro-rating of days if service is for less than a full school year. (e.g., a teacher hired to teach three subjects on November 1 would be considered a .6 load x 146/182 school year and would be pro-rated as .48.)

- c. Tenured teachers are permitted to displace any non-tenured teacher in the employ of the Board provided they are properly certified for the position held by the non-tenured staff member and able to show and prove qualification for the position to the satisfaction of the Superintendent. Evidence of qualification can include prior teacher experience in the field or extensive graduate training in the field or similar background. The Superintendent shall delineate the qualifications for all open positions. The Superintendent shall annually provide the president of all professional bargaining units with a list of probationary staff.
- d. If still further reduction is necessary, tenured teachers with the least number of years of teaching experience in the ELPS will be laid off first, provided there are fully qualified teachers to replace them and perform all the needed duties of the laid-off teachers.

When total years of teaching experience in East Lyme are equal, the following criteria will be applied in the order given:

- (1) Date hiring letter was returned to the Superintendent's office,
 - (2) If the hiring letter date does not discriminate in determining seniority, the president of the Association and the Superintendent shall decide a method of settlement.
- e. For the purpose of this policy, a teacher shall be considered to have "tenure" if such teacher is a tenured teacher as defined under the Connecticut General Statutes as amended. Wherever non-renewal or termination is required, such action shall be handled under applicable Connecticut Statutes.
4. Teachers who displace other teachers, and are thereby assigned to a grade or subject which differs from their current assignment, may be required to participate in in-service activities and/or take courses designed to orient said teachers to the specific curriculum, instructional methodologies, and/or general skills associated with their reassignment. In-service activities of this nature will be scheduled at the discretion of the Superintendent.

E. Policy Provisions not Applicable to Promotions

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

F. Recall Procedures

If the contract of employment of a tenured teacher is terminated because of elimination of position, the name of that teacher shall be placed on a reappointment list at the time the teacher is notified of the separation and remain on such list for a period 24 months after the date of separation of that teacher's contract. If a position becomes open during such period, and the teacher has been selected by the Board or Superintendent as a person on the recall list who is certified and most qualified to hold that position, then the teacher will be notified in writing by registered mail, sent to the last known address possible. In determining whether a teacher is qualified for reappointment, the Board shall consider the criteria as set forth in parts VII, D. 1-3. The teacher shall accept or reject the appointment in writing within seven (7) days after receipt of such notification. If the appointment is accepted, the teacher shall receive a written contract within twenty (20) days of receipt of the teacher's reply by the Board. If the teacher rejects the appointment offer or does not respond according to procedure within seven (7) days after receipt of such notification, the name of the teacher will be removed from the recall list. If the position offered is less than the full-time equivalent (FTE) of the position the teacher was laid-off from,

then the teacher may accept or reject the position without affecting his or her place on the recall list.

If all efforts to elicit a response from the teacher fail to get a response in fifteen (15) working days, the Board shall fill the position in the usual manner.

Teachers who are re-appointed to positions which result in an assignment to a grade or subject which differs from their most recent assignment in the ELPS, may be required to participate in in-service activities or take courses designed to orient said teachers to the specific curriculum and instructional methodologies associated with their reappointment, in-service activities of this nature will be scheduled at the discretion of the Superintendent.

ARTICLE VIII **Dues Deduction And Service Fee Deduction**

A. Conditions of Continued Employment

All teachers employed by the Board shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.

B. Deductions

The Board agrees to deduct from each teacher an amount equal to the Association membership dues or service fee by means of payroll deductions. Membership dues shall be withheld in equal installments from September through and including May. Association service fees shall be withheld in equal installments from January through and including May. The amount of Association member dues shall be certified by the Association to the Board prior to the opening of school each year. The amount of the Association service fee shall be certified by the Association to the Board prior to January 1 of each year.

C. Subsequent Employment

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

D. Forwarding of Deduction

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

E. Hold Harmless

The Association agrees to indemnify and hold harmless the Board against any and all claims, demands, suits, damages and costs, including attorney's fees, or any other form of liability that may arise out of, or by reason of, actions taken by the Board for the purpose of complying with the provisions of this Article.

F. Lists

No later than the first paycheck in October of each school year, the Board shall provide the Association with a list of all teacher bargaining unit employees of the Board and the positions held by said employees. The Board shall notify the Association monthly of any changes in said list.

G. Reference to Association

The singular reference to the “Association” herein shall be interpreted as referring to the East Lyme Teachers’ Association, the Connecticut Education Association and the National Education Association.

ARTICLE IX
PREPARATION TIME

A. Definition

Preparation time shall be that time during the teaching day when 1.0 F.T.E. teachers shall perform professional duties such as; preparing lesson plans or materials, correcting papers, conferring with students, parents, or colleagues, or performing any other professional duty. While in most circumstances, principals shall avoid scheduling meetings or activities during the designated preparation time, the Association understands that occasionally the Administration shall utilize this time for emergencies or PPT meetings.

B. Elementary school teachers in grades PreK – 4 shall have an average of 225 minutes of preparation time weekly, with no less than 30 minutes of preparation time each full student school day. The Administration may occasionally need to alter this time due to emergencies or PPT meetings.

C. Middle school teachers shall have an average of 225 minutes preparation time weekly.

- D. 1. High school teachers shall have an average of 85 minutes of preparation time daily. Teachers of grades 9-12 shall not normally be assigned more than five teaching periods per two day cycle. If an additional period is needed, and agreed to by the Association, the parties agree to compensate the teachers proportionately.
2. In unusual circumstances, if a class is established to address a specialized, distinctive or infrequent academic need, the Superintendent and the Association will meet and confer prior to the notification and/or assignment of the teacher; for example, if a teacher has a specialized, distinctive and infrequent class of less than seven students.

ARTICLE X
RECRUITMENT AND RETENTION COMMITTEE

A. The Board and the Association will establish a Recruitment and Retention Committee devoted to ensuring East Lyme remains a first choice district for future teachers.

B. The Committee will meet in the fall and spring and present its findings and/or recommendations to the Association and the Board.

C. The Committee works to openly and cooperatively address recruitment and retention concerns, but the Committee’s actions are neither contractual nor grievable.

D. The Committee may make recommendations; however, the parties acknowledge implementation of any recommendations that impact on terms of employment can only be done through the collective bargaining process.

DURATION

The contract shall be effective as of September 1, 2013 and shall remain in full force and effect until August 31, 2016.

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized and their seals affixed hereto as of the date and year first above written.

EAST LYME BOARD OF EDUCATION

EAST LYME TEACHERS' ASSOCIATION

By: _____

By _____

APPENDIX I

BOARD POLICY

Insurance

Liability

The Board shall approve of and provide the type and amount of insurance necessary to protect itself as a corporate body, its individual members, its appointed officers, and its employees from financial loss arising out of any claim, demand, suit, or judgment by reason of alleged negligence or other act resulting in accidental injury to any person or in property damage within or without the school buildings while the above-named insured are acting in the discharge of their duties within the scope of this employment and/or under the direction of the Board.

Policy
Adopted
6/27/94

APPENDIX II

**EAST LYME PUBLIC SCHOOLS
East Lyme, Connecticut**

GRIEVANCE PROCEDURE FORM

- Level I Principal's Statement
- Level II Superintendent's Statement
- Level III Board Statement
- Level IV Association Consideration of Appeal

Grievance Statement

Date _____

Teacher's Signature

Level I

Date _____

Principal's Signature

Level II

Date _____

Superintendent's Signature

Level III

Date _____

Board Chairman's Signature

Level IV

Date _____

Association President's Signature

APPENDIX III

EAST LYME PUBLIC SCHOOLS

Salary Schedule 2013-2014

2013-14 1st Half of Year				2013-14 2nd Half of Year			
Step	BA	BA+30 or MA	MA+30 or 6th Year	Step	BA	BA+30 or MA	MA+30 or 6th Year
1	\$42,527	\$45,834	\$49,258	1	\$42,819	\$46,149	\$49,596
2	\$44,505	\$48,099	\$51,702	2	\$44,811	\$48,429	\$52,057
3	\$46,688	\$50,460	\$54,242	3	\$47,009	\$50,807	\$54,615
4	\$48,979	\$52,941	\$56,916	4	\$49,315	\$53,305	\$57,307
5	\$51,385	\$55,550	\$59,726	5	\$51,738	\$55,932	\$60,136
6	\$53,956	\$58,284	\$62,669	6	\$54,327	\$58,684	\$63,100
7	\$56,564	\$61,156	\$65,764	7	\$56,953	\$61,576	\$66,216
8	\$59,347	\$64,172	\$69,011	8	\$59,755	\$64,613	\$69,485
9	\$62,266	\$67,338	\$72,423	9	\$62,694	\$67,801	\$72,921
10	\$65,333	\$70,660	\$76,003	10	\$65,782	\$71,145	\$76,525
11	\$69,215	\$74,454	\$79,723	11	\$69,691	\$74,965	\$80,271

2013-14 Full Year "Actual" Salary

Step	BA	BA+30 or MA	MA+30 or 6th Year
1-1	\$42,673	\$45,992	\$49,427
1-2	\$43,669	\$47,132	\$50,658
2-3	\$45,757	\$49,453	\$53,159
3-4	\$48,002	\$51,883	\$55,775
4-5	\$50,359	\$54,437	\$58,526
5-6	\$52,856	\$57,117	\$61,413
6-7	\$55,455	\$59,930	\$64,443
7-8	\$58,160	\$62,885	\$67,625
8-9	\$61,021	\$65,987	\$70,966
9-10	\$64,024	\$69,242	\$74,474
10-11	\$67,512	\$72,813	\$78,137
11-11	\$69,453	\$74,710	\$79,997

Teachers employed by the Board in 2012-13 will begin the 2013-14 school year on the same step as in 2012-13 and will advance one (1) step on the 2013-14 schedule after completing one-half of the 2013-14 work year. Teachers hired to begin employment during the 2013-14 school year will make no step movement during 2013-14. The "actual salary" listed above is for those teachers who were employed by the Board in 2012-13 and who advance on step mid-way through the 2013-14 work year.

APPENDIX III

EAST LYME PUBLIC SCHOOLS

Salary Schedule 2014-2015

Step	BA	BA+30 or MA	MA+30 or 6th Year
1	\$42,819	\$46,149	\$49,596
2	\$44,811	\$48,429	\$52,057
3	\$47,009	\$50,807	\$54,615
4	\$49,315	\$53,305	\$57,307
5	\$51,738	\$55,932	\$60,136
6	\$54,327	\$58,684	\$63,100
7	\$56,953	\$61,576	\$66,216
8	\$59,755	\$64,613	\$69,485
9	\$62,694	\$67,801	\$72,921
10	\$65,782	\$71,145	\$76,525
11	\$71,251	\$76,644	\$82,068

No teacher will move on step for the 2014-15 work year.

APPENDIX III

EAST LYME PUBLIC SCHOOLS

Salary Schedule 2015-2016

Step	BA	BA+30 or MA	MA+30 or 6th Year
1	\$42,819	\$46,149	\$49,596
2	\$44,811	\$48,429	\$52,057
3	\$47,009	\$50,807	\$54,615
4	\$49,315	\$53,305	\$57,307
5	\$51,738	\$55,932	\$60,136
6	\$54,327	\$58,684	\$63,100
7	\$56,953	\$61,576	\$66,216
8	\$59,755	\$64,613	\$69,485
9	\$62,694	\$67,801	\$72,921
10	\$65,782	\$71,145	\$76,525
11	\$72,007	\$77,457	\$82,939

Teachers employed by the Board in 2014-15 and placed below the 11th step during that year will advance one (1) step on the 2015-2016 salary schedule.

APPENDIX III (A)

EAST LYME PUBLIC SCHOOLS East Lyme, Connecticut

SALARY SCHEDULE

Notes:

1. Longevity:

After 15 years of service (ten of which must be in East Lyme), longevity will be paid on the following schedule:

<u>Years of Service</u>	<u>Amount of Longevity</u>
0-14	\$ 0
15-19	\$ 500
20-24	\$1,150
25-29	\$1,850
30-and beyond	\$2,400

Longevity will be earned on the first day of the month following the anniversary date of the teacher signing the East Lyme contract of employment. The amount will be pro-rated with the months of the school year, September-June, equal to one-tenth of the longevity stipend. September 1 anniversary dates will equal one complete year.

2. Upon notice by December 15 of the retirement year, a teacher with at least ten years service in East Lyme immediately preceding retirement will be entitled to a \$1,000 payment.
3. A maximum of two years' credit will be allowed for military service; one to apply when the teacher is hired, the second after one year of satisfactory service.
4. The Board will pay \$1,000 additional per year upon attainment of an earned doctorate.
5. Any teacher bargaining unit members, who are required to work additional days shall be paid at their applicable per diem rate.

APPENDIX IV

SUPPLEMENTAL PAY

Background Statement

1. Supplementary pay is offered by the Board for work done with students above and beyond the regular teaching assignment and/or beyond regular teaching hours as defined in the Agreement. Such pay is only granted when positions have been approved by the Board and included in the approved budget. The Board may add new positions throughout the contract period. The Superintendent of Schools will consult with the ELTA President prior to determining the stipend or salary placement of the new position.

Pay for such activities does not preclude professional staff from volunteering their services for clubs or other activities without additional compensation - in fact, such actions are encouraged.

Supplementary pay is not offered for work wherein released time is offered or activities are held during school hours. If pay is to be offered under either of these conditions, it is to be done for extenuating circumstances and subject to annual review, and included in the approved budget for that year.

Payment for supplementary pay activities is made at the conclusion of the activity or in two equal payments. The teacher submits a report of highlights and problem areas to the appropriate department head and the principal. The principal passes the report to the superintendent with a recommendation for payment. Payment will be made within two payroll periods as part of the regular payroll check.

A list will be posted showing positions in the proposed Board budget and any vacancies that might be known for the following school year.

Supplementary positions and honorariums may be paid twice per year if the teacher notifies the financial office prior to October 1 that this is their desire.

2. Supplementary Salary

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
Athletic Director	\$13,482	\$13,684	\$13,889
Assistant Athletic Director (M/W)	\$6,741	\$6,842	\$6,945

Head Coaches

Category A

Level I 1-3 years	\$5,028	\$5,103	\$5,180
Level II 4-6 years	\$6,483	\$6,580	\$6,679
Level III 7+ years	\$7,937	\$8,056	\$8,177

Baseball

Basketball (M/W)

Football

Outdoor Track (M/W)

Soccer (M/W)

Softball

Swimming (M/W)

Category B	2013-14	2014-15	2015-16
Level I 1-3 years	\$3,571	\$3,625	\$3,679
Level II 4-6 years	\$5,028	\$5,103	\$5,180
Level III 7+ years	\$6,483	\$6,580	\$6,679
<i>Crew (M/W)</i>			
<i>Cross Country (M/W)</i>			
<i>Field Hockey</i>			
<i>Golf</i>			
<i>Indoor Track (M/W)</i>			
<i>Lacrosse (M/W)</i>			
<i>Tennis (M/W)</i>			
<i>Volleyball (W)</i>			
<i>Wrestling</i>			

Category C			
Level I 1-3 years	\$2,116	\$2,148	\$2,180
Level II 4-6 years	\$3,571	\$3,625	\$3,679
Level III 7+ years	\$5,028	\$5,103	\$5,180
<i>Cheerleading (Fall/Winter)</i>			
<i>Fencing</i>			
<i>Fitness Center (Fall/Winter/Spring)</i>			
<i>Sailing</i>			

Assistant Coaches

Category A			
Level I 1-3 years	\$3,454	\$3,506	\$3,559
Level II 4-6 years	\$4,545	\$4,613	\$4,682
Level III 7+ years	\$5,491	\$5,573	\$5,657
<i>Baseball (JV)</i>			
<i>Baseball (Frosh)</i>			
<i>Basketball (JV) (M/W)</i>			
<i>Basketball (Frosh) (M/W)</i>			
<i>Football (4)</i>			
<i>Football (Frosh)</i>			
<i>Soccer (M/W)</i>			
<i>Soccer (Frosh) (M/W)</i>			
<i>Softball (JV)</i>			
<i>Softball (Frosh)</i>			
<i>Swimming (M/2 W)</i>			
<i>Outdoor Track (M/2W)</i>			

Category B			
Level I 1-3 years	\$2,580	\$2,619	\$2,658
Level II 4-6 years	\$3,510	\$3,563	\$3,616
Level III 7+ years	\$4,471	\$4,538	\$4,606
<i>Crew (M/W)</i>			
<i>Cross Country</i>			
<i>Field Hockey</i>			
<i>Golf</i>			
<i>Indoor Track (M/2W)</i>			
<i>Lacrosse (M/W)</i>			
<i>Tennis (M/W)</i>			
<i>Volleyball (W)</i>			
<i>Wrestling</i>			
<i>Volleyball (Frosh) (W)</i>			

Category C			
Level I 1-3 years	\$2,116	\$2,148	\$2,180
Level II 4-6 years	\$3,571	\$3,625	\$3,679
Level III 7+ years	\$4,419	\$4,485	\$4,552
<i>Fencing</i>			

Athletic Advisors			
Football (Spring) (3)	\$452	\$459	\$466

Non-Athletic Supplementary Schedule

CATEGORY	FY 2014	FY 2015	FY 2016	TITLE	QUALIFICATIONS
5	\$1,776 \$3,765 \$3,900	\$3,821	\$3,878	CIL (HS) Team Leaders (MS) Intramural Coordinator (MS)	Quasi-administrators
4	\$2,400	\$2,760	\$2,801	Liaison (MS) in Foreign Language, Language Arts, Life Arts, Math, Science, Social Studies, Spec. Ed Science Coordinator (Elem)	Curriculum centered
3	\$2,400 \$2,290 \$2,320 \$1,800 \$2,350 \$2,300 \$2,300 \$2,086 \$2,086 \$2,500	\$2,229	\$2,262	Choral Director (HS) Drama Director, Fall (HS) Drama Director, Spring (HS) National Honor Society Advisor (HS) Orchestra Director (HS) Concert Band Director (HS) Band Director (MS) Choral Director (MS) Orchestra Director (MS) Video Journalism Advisor (MS)	Academic (not part of class) Extra external/internal Community component
2	\$1,673 \$1,575 \$1,673 \$1,673 \$1,673 \$1,500 \$1,500 \$1,673 \$1,625 \$1,750 \$1,700 \$1,150 \$1,500 \$ 583 \$1,673 \$1,673	\$1,698	\$1,723	Chemical Safety (DW) Class Advisor, Senior (HS) Ecology Club Advisor (HS) Fine Arts Magazine Advisor (HS) Key Club Advisor (HS) Literary Magazine Advisor(HS) Math League Advisor (HS) Newspaper Advisor (HS) Student Senate Advisor (HS) Yearbook Advisor (HS) Yearbook Advisor (MS) Assist Band Director (MS) Band Director (Elem) Choral Director (Elem) Early Morning Show Advisor (Elem) Honor Society Spanish, French	Service club Adjunct to class
1	\$1,151 \$1,151 \$1,151 \$1,151 \$1,159 \$1,159 \$1,400 \$ 950 \$1,183 \$1,133 \$1,151	\$1,168	\$1,186	Class Advisor, Freshman, Sophomore, Junior (HS) Costume Director (HS) Cultural Awareness Advisor (HS) Gay/Straight Alliance Advisor (HS) Peers Reaching Out Advisor (HS) Stage Director, Fall (HS) Stage Director, Spring (HS) Student Expo Coordinator (HS) Pfizer Liaison (MS) A.V. Coordinators (Elem) Instrument Coordinators (Elem) Orchestra Director (Elem)	Social awareness Assistance/support Mostly internal One-time function

Non-Athletic Supplemental (continued) – add 1.5% per year from 2012 level

<u>Title</u>	<u>FY 14</u>	<u>FY15</u>	<u>FY16</u>
Marching Band Director (HS) is to be paid as Category B, Level I Head Coach	3,571	3,625	3,679
2 Band Instructors (HS) at Category B, Level 1 Assistant Coach	2,580	2,619	2,658
5 Band Instructors (HS) at Category B, Level I Assistant Coach	2,580	2,619	2,658
Clubs Subject to Change (MS)			
2 Interscholastic Basketball (MS)	3,444	3,496	3,548
2 Interscholastic Cross Country (MS)	3,444	3,496	3,548
2 Interscholastic Soccer (MS)	3,444	3,496	3,548

* The parties agree that the Supplemental Pay salary account will be increased by 1.5% in each year of the contract. A committee will be established with no more than three (3) representatives of the Board and three (3) representatives of the Association, who will develop a plan for distribution of the account. The committee will commence meetings no later than March 1, 2013.

Note: No person assigned to a supplementary pay position will acquire tenure in that position.

3. Hourly Rate: Effective July 1 each year, some instructional activities will receive reimbursement on a fixed hourly rate to be determined with each new Agreement. This will cover such activities as summer school, curriculum development, etc., or other programs approved by the Board of Education.

Hourly Rate:

2013-14	\$33.00
2014-15	\$34.00
2015-16	\$37.00

APPENDIX V

ELTA STATEMENT OF PROFESSIONALISM

It is not the function of the Association to enforce administrative policies regarding the professional responsibilities of teachers. However, the Association does recognize its obligation to promote and maintain a high level of professionalism among its members. Accordingly, the Association expects all members to adhere to the CEA Code of Ethics and to all regulations governing the teaching staff of East Lyme,

To further clarify its position with respect to professional conduct, the Association announces the following policy statements:

1. That educators are entitled to continued employment, tenure status, and yearly increments only as a result of quality performance and not merely by virtue of the fact that they are educators or members of the Association.
2. That administrators are encouraged in their insistence that staff members meet their professional responsibilities as a condition of continued employment.
3. That such attributes as punctuality, appropriate classroom attire, conscientious planning of lessons and professional dedication are expected.

(adopted by the Association, April 30, 1968)