

AGREEMENT  
BETWEEN THE  
LEDYARD BOARD OF EDUCATION  
AND THE  
LEDYARD EDUCATION ASSOCIATION

LEDYARD, CONNECTICUT

JULY 1, 2013

THROUGH

JUNE 30, 2016

**TABLE OF CONTENTS**

<b><u>SECTION</u></b>		<b><u>PAGE</u></b>
<b>10.0</b>	<b>Preamble</b>	<b>1</b>
<b>20.0</b>	<b>Recognition</b>	<b>1</b>
20.1	Definitions	1
20.2	Management Rights	2
<b>30.0</b>	<b>Employment</b>	<b>3</b>
30.1	Qualifications	3
30.2	Assignment and Transfer	3
30.3	Resignation	3
30.4	Retirement	3
30.5	Vacancies	3
30.6	Reduction in Staff and Preferential Reappointment List	4
<b>40.0</b>	<b>Responsibility</b>	<b>5</b>
40.1	Normal Assignments and School Day Hours	5
40.11	Duty Free Lunch	6
40.2	Employment Schedule	6
<b>50.0</b>	<b>Placement on the Salary Schedule</b>	<b>6</b>
50.01	Degree Definitions	7
50.1	Withholding Salary Increases	7
50.2	Special Pay Rates	8
50.21	Longevity	8
50.3	Pay Deductions	8
50.31	Professional Association Deductions	8
50.4	Salary Payment	9
<b>60.0</b>	<b>Compensatory Activities</b>	<b>9</b>
60.1	Pay Rates for Extracurricular Activities	9
60.2	Pay Rates for High School Department Heads	11
60.3	Pay Rates for Specialists	11
60.4	Compensatory Pay Policy	12
60.5	Guidance Counselors	12
60.6	Vo-Ag Teachers	12
60.7	Director of Guidance	12
60.8	Instructional Leader	13
60.7	Athletic Director	13
<b>70.0</b>	<b>Teacher Benefits</b>	<b>13</b>
70.1	Medical and Life Insurance	13
70.11	Insurance for Retired Teachers	14
70.2	Personal Injury Benefits	15
70.3	Protection of Teachers	15
70.4	Leaves of Absence	15
70.41	Sick Leave	15
70.42	Professional Leave	16
70.43	Sabbatical Leave	16
70.431	Academic Leave of Absence	17
70.44	Pregnancy	17
70.45	Maternity Disability	17
70.46	Military Leave	18
70.47	Extended Leave without Pay	18
70.48	Leave for Official Association Duties	18

**TABLE OF CONTENTS**  
(continued)

<b><u>SECTION</u></b>		<b><u>PAGE</u></b>
70.49	Other Leaves of Absence	18
70.491	Family and Medical Leave	19
70.5	Jury Duty	19
70.6	Release Time for Teachers	19
70.7	Travel	20
70.8	Reimbursement for Courses	20
<b>80.0</b>	<b>In Service Training</b>	<b>20</b>
<b>100.0</b>	<b>Class Size</b>	<b>20</b>
<b>110.0</b>	<b>Additional Terms of Agreement</b>	<b>21</b>
110.1	Consultation Procedures	21
110.2	Severability Clause	21
110.3	Amendment	21
110.4	General Provisions	21
110.41	Personnel Files	21
110.5	Duration of Agreement	21
<b>Appendices</b>	<b>A. Grievance Procedure</b>	<b>a-d</b>
	Teacher Salary Schedule 2013–14	e
	Teacher Salary Schedule 2014-15	f
	Teacher Salary Schedule 2015–16	g
	Sex Discrimination Policy	h

**PROFESSIONAL AGREEMENT  
BETWEEN THE  
LEDYARD BOARD OF EDUCATION  
AND THE  
LEDYARD EDUCATION ASSOCIATION**

THIS AGREEMENT IS MADE AND ENTERED INTO on this \_\_\_\_ day of November, 2012, by and between the LEDYARD BOARD OF EDUCATION (hereinafter referred to as the "BOARD") and the LEDYARD EDUCATION ASSOCIATION (hereinafter referred to as the "ASSOCIATION"), affiliated with the Connecticut Education Association and the National Education Association.

**Section 10.0 PREAMBLE**

- A. This Agreement is negotiated pursuant to the Teacher Negotiation Act, sections 10-153a through 10-153n, as amended, 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 and abet effective and harmonious working relationships between the Board and the professional staff in order that the cause of public education may be best served.
- B. The Board and the Association recognize the importance of responsible participation by the entire professional staff in the educational process, planning, development, and growth.
- To this end they shall endeavor to maintain communication to inform about programs, to guide in development and to assist in planning and growth.
- C. This Agreement shall constitute the policy of the Board and the Association in the subject areas covered by the Agreement for the duration of the Agreement unless changed by the mutual consent of both parties. Such mutually consented change shall be in writing and in accordance with the procedures provided herein signed by both parties. Previously adopted policies, rules, regulations and practices in conflict with this Agreement are superseded by the Agreement.
- D. In all of its responsibilities toward teachers, the Board will be guided by the Connecticut General Statutes.

**Section 20.0 RECOGNITION**

The Board hereby recognizes the Ledyard Education Association as the exclusive representative of all certified professional employees in positions requiring a teaching or special services certificate as defined in the Teacher Negotiation Act, sections 10-153 through 10-153n, of the Connecticut General Statutes, as amended, and not included in the administrator's unit.

The Board and the Association agree to begin negotiations to secure a Successor Agreement pursuant to the Teacher Negotiation Act, sections 10-153a through 153n, as amended, of the Connecticut General Statutes.

**20.1 Definitions**

- A. In the construction of the following Agreement, words and phrases, except those specifically defined below shall be construed according to the commonly approved usage of the language; and technical words and phrases such as have acquired a peculiar and appropriate meaning in education shall be construed and understood accordingly.
- B. As used in this Agreement, the following terms shall have the respective meaning as set forth below:
1. "Board" - the Board of Education of the Town of Ledyard, Connecticut, or its designee
  2. "Association" - the Ledyard Education Association
  3. "Superintendent" - the Superintendent of Schools for Ledyard or his/her designee.

4. "Teacher" - all personnel as defined in Section 20.0.
5. "Association School Representative" - the duly designated representative of the Ledyard Education Association for each school building.
6. "PR & R Committee" - the Professional Rights and Responsibilities Committee of the Ledyard Education Association.
7. "Teacher's Initial Contract" - the contract issued each teacher upon employment for a probationary period in the Ledyard School System in accordance with the Connecticut Teacher Tenure Act, Section 10-151 of the Connecticut General Statutes as amended.
8. "Teacher's Long Term Contract" - the contract issued each teacher in accordance with the provision of the Connecticut Teacher Tenure Act, Section 10-151 of the Connecticut General Statutes as amended.
9. "Teacher's Annual Salary Agreement" - the yearly agreement issued each teacher denoting his/her step on the negotiated salary schedule and the method of payment thereof.

## **Section 20.2 MANAGEMENT RIGHTS**

The Board reserves and retains, solely and exclusively, all its rights, express or implied, to manage the school system and its employees as such rights existed prior to the execution of this Agreement. The Association agrees that the functions and rights of management belong solely to the Board and that the Association will not interfere with the Board's exercise of these rights and functions.

### 1. Enumerated Rights

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 an 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; establish and revise the school calendar; maintain and operate buildings, lands apparatus and other property used for school purposes; decide the textbooks to be used; make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefor; 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 re-determine, 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 and other Board employees and contractors in accordance with the job content and job requirements determined, and from time to time re-determine, by the Board; establish assignments for teachers; transfer teachers; determine the procedures for promotion of teachers; create, enforce and, from time to time, change 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. Unenumerated 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.

**Section 30.0 EMPLOYMENT**

**30.1 Qualifications**

The Superintendent is urged by the Ledyard Education Association to continue to employ and re-employ teachers who demonstrate above average ability and qualifications.

To be eligible for employment as a teacher, a candidate must meet certification requirements in accordance with state law.

**30.2 Assignment and Transfer**

All teachers are subject to transfer and assignment to positions by the Superintendent. It is his/her responsibility to place teachers in those positions where their contributions to the educational program will be of the greatest benefit to the educational program. All teachers are subject to transfer from one school to another where, in the opinion of the Superintendent, such a transfer is for the best interest of the school system. In arranging schedules for teachers who are assigned to more than one school, every effort shall be made to limit the amount of inter-school travel consistent with the needs of the school system. Insofar as possible, notification of tentative assignments will be made in June.

To the extent feasible when transfers are required, volunteers will be considered first. When involuntary transfers become necessary, length of service in the system shall be one of the factors taken into consideration.

In the determination of transfers, the convenience and wishes of the individual teacher shall be honored to the extent that they agree with the needs and best interests of the school system and the pupils. When a teacher objects to a transfer, the teacher shall be granted a meeting with the Superintendent, if requested. In the event that the teacher objects to be transfer at this meeting, the teacher may notify the Association and the Superintendent will meet with the Association representatives to discuss the transfer. The fact that a teacher was transferred involuntarily shall be considered in any requested transfer for future vacancies.

Written notice of transfer shall be given to the teacher as soon as possible.

**30.3 Resignation**

Teachers who resign shall provide a minimum of forty-five days written notice to the Superintendent. Failure to give such notice, or failure to report to work for 30 days or until a suitable replacement can be hired, shall constitute a breach of contract, and shall be deemed a resignation in other than good standing which shall be noted in the teacher's personnel file.

**30.4 Retirement**

Retirement shall be based upon, and in accordance with, the Teachers' Retirement System, sections 10-183b through 10-183nn of the Connecticut General Statutes, as amended.

Questions related to retirement are to be directed to: Connecticut Teachers Retirement Board, 21 Grand Street, Hartford, Connecticut, 06106, (860) 241-8400.

**30.5 Vacancies**

The existence of vacancies shall be posted as far in advance as possible in the Central Office and at each school.

During the summer teachers are encouraged to call the Central Office for information regarding vacancies. A list of all current vacancies will be posted in June and any changes in this list will be sent to appropriately certified teachers in mid-July and included in the Superintendent's August letter to staff.

Copies of all postings will be forwarded to the Association President. The above procedures may be waived in special circumstances with the approval of the Association President.

Teachers who desire to apply for such positions shall file their applications in writing with the Superintendent within the same time limit specified in the notice. A list of those teachers who would like to be considered when specific positions for which they are certified become available will be maintained in the Central Office for two years.

**30.6 Reduction in Staff and Preferential Reappointment List**

- A. The parties recognize that it may from time to time become necessary to eliminate teaching positions and reduce the number of teachers, and that it is within the sole discretion of the Board to reduce or change the educational program and staff. A "reduction in force" of a staff member shall be defined to include a reduction in employment to less than the full time equivalent held by a teacher. When action must be taken to reduce the number of teachers, the Board, to the Superintendent, will meet with the Association to discuss the effects of the reduction in force.
- B. Should it become necessary to dismiss teacher(s) because of the elimination or reduction of positions, determination of those who are to be released will be in the following order:
1. tenure and certification status:
    - a. Volunteer retirements, transfers, resignations
    - b. Certified, nontenured teachers
    - c. Certified, tenured teachers
  2. Other criteria:
    - a. A tenured teacher may be dismissed because of elimination position only if there is no other position for which the tenured teacher is qualified. In order to be qualified to displace another teacher or to be transferred to an open position, a tenured teacher must be certified to hold such a position.
    - b. Within the separate categories of tenured and nontenured teachers, dismissal because of elimination of position will be based on seniority as determined by the total number of years of continuous contractual service as a certified teacher in the Ledyard School CATs system, provided, however, that in order to displace another teacher on the basis of seniority, a teacher must be certified to hold the position. Seniority shall be determined by the time/date of the signing of the teacher's most recent contract with the Board. Part-time service will be credited as that portion of full-time salary received (for seniority).
    - c. When it becomes necessary to choose between or among several qualified teachers of equal seniority, the following shall be considered:
      - i. Total contractual experience in the system (starting with the date the contract was signed)
      - ii. Experience in area position
      - iii. Degree status
- C. All reductions in staff shall be implemented solely and exclusively in accordance with the applicable non-renewal or termination provisions set forth in Section 10-151 of the Connecticut General Statutes, and no dismissal or non-renewal action or decision of the Board may be made the subject of a grievance or arbitration proceeding under the grievance-arbitration provisions of this Agreement by either the individual(s) affected, the Association, or any other person or agent acting in their behalf.
- D. The name of any teacher, excluding any substitutes, who works more than 90 days in any one school year whose services have been terminated because of the elimination of a position or a reduction in professional staff shall be placed upon a preferential reappointment list. Teachers hired at .5 or greater FTE

shall be placed upon the preferential reappointment list whether they have accepted or refused a position of less than .5 FTE. They will remain on such list for fifteen (15) months, provided such teacher does not refuse a reappointment to a position of equal or greater FTE than the one from which he/she was laid off and provided such teacher applies in writing by registered mail for retention of his/her name on said list on or before June 1st of each year subsequent to his/her termination. Teachers hired at less than .5 FTE will not be guaranteed recall to positions of .5 or greater FTE. Teachers who are eligible to be recalled in an affected area other than that from which they were laid off must follow the provisions of 30.7 (3).

- E. The separation of a teacher due to the elimination of a position or reduction in force is not a break in seniority if said teacher is subsequently reappointed under the provisions of Section 30.7D. No additional seniority or salary credit is to accrue during the period the teacher is on the preferential reappointment list.

#### **Section 40.0 RESPONSIBILITIES**

The teacher is directly responsible to the building principal and through him/her to the Superintendent. Each teacher shall discharge his or her duties in accordance with the policies of the Board, and the rules and instructions of the Superintendent and building principal and in accordance with the provisions of this Agreement.

Recognizing that professional responsibilities extend beyond the normal workday, whether such responsibilities shall be discharged before or after the normal workday, teachers should volunteer to serve in a professional capacity on school-wide committees whose efforts are directed at improving the instructional, teacher or workplace environment. The administration will make reasonable efforts to limit the number and scope of such committees to avoid redundancy, provide leadership on the committee, and be efficient with and considerate of the teachers' time.

#### **40.1 Normal Assignments and School Day Hours**

During school hours, the teacher's basic load will include all assignments made by the administration from approximately 20 minutes before the opening of school to approximately 20 minutes following the close of school.

These assignments will include classroom instruction, study hall duty, cafeteria supervision, corridor duty, homeroom assignments, elementary library supervision, and other special assignments which may be created by the absences of teachers or by other circumstances necessitating program changes. Staff meetings are not included in the aforementioned 20 minutes. When a class has been assigned to a certified special teacher such as Art, Music or Physical Education, *etc.*, the classroom teacher need not be present. This time will be used for instructional preparation.

After school hours, a teacher's basic load will include all relevant activities necessary to produce good teaching and maintain professional status. These activities will include:

- preparation of lessons
- development of tests
- evaluation of pupil work
- office reports
- committee work (departmental, grade level, curriculum, *etc.*)
- faculty meetings: Faculty, department and grade level meetings are considered a professional responsibility. It is desirable that such meetings be held to seventy-five (75) minutes. Except in cases of emergency or unusual circumstances at least one day prior notice of such meetings shall be given to the staff affected.
- conferences and meetings with parents
- after school "help" sessions for students
- "open house" assignments
- other related activities

As a matter of policy, it should be stated that variances in what one teacher considers the preparation time needed to properly and professionally fulfill his responsibilities cannot, and should not, be compared to any other teacher in the system. Each teacher has personally chosen his/her area of concentration. This, in and of itself, presages a difference in the breadth and scope of work needed to prepare for different subject matter areas and different grade levels.

Normal assignments may include activities which may require shorter periods of time, such as club activities,



chaperoning school parties, dances and trips (sports and otherwise), serving as class advisors, sponsoring fairs and school exhibits, etc., and other specific functions generally limited to a few occurrences per year.

#### **40.11 Duty Free Lunch**

All teachers shall have a duty free period for lunch which shall be scheduled as a single period of consecutive minutes as provided in Section 10-156(a) of the General Statutes of the State of Connecticut, as amended. Any teacher may leave the building during said lunch period upon notifying the building principal or his/her designee. In case of emergency or other extraordinary circumstance, the principal or his/her designee has the right to require teachers to remain in the building during said duty free lunch period.

#### **40.2 Employment Schedule**

The Board shall adopt a school calendar for the ensuing year after review with the school principals. The number of actual working days shall be determined by the Board consistent with the teacher agreement and contracts, and are 183 student contact days and 187 teacher days.

### **Section 50.0 PLACEMENT ON THE SALARY SCHEDULE**

All teachers shall be placed on the appropriate step in the salary schedule taking into consideration the following:

1. Degree status as defined under "Degree Definitions" below.
2. Full credit for each year up to seven (7) years' teaching experience in public, private, and military dependency schools, provided that such experience shall have been continuous service of at least one-half of any school year and there has been no break in service greater than five (5) years. Intermittent or short-term substitute service will not be credited as previous teaching experience.
3. Veterans shall receive benefits for service in the armed forces in accordance with the Uniform Services Employment and Reemployment Rights Act (USERRA). Reinstatement shall be in accordance with the USERRA, as amended.
4. Any teacher receiving a change in degree status by mid-term will be paid one-half the provisions for that degree.
5. Credit for previous teaching experience exceeding seven (7) years or service in other occupations may be given as approved by the Superintendent.
6. Advancement to the Master's, Sixth Year, or Ph.D. salary schedule will be granted when a teacher submits a written statement from a responsible official of the graduate office of the college/university awarding the degree verifying completion of the requirements for the degree. Advancement will also be granted when a teacher completes a 30-credit program beyond the Bachelor's or Master's degree which has been mutually agreed upon in writing between the teacher and the Superintendent prior to the teacher's beginning the program, provided written verified completion of such program is received. In order to be applicable, courses will have been taken following the receipt of the Bachelor's degree and Master's degree, respectively. One-half of the above provisions will be paid for programs or credit completion by mid-term.

Written documentation of successful completion of graduate program (as set forth above) must be submitted prior to September 1st and prior to February 1st, in order to qualify for advance placement on the salary schedule.

7. Credit for degrees and/or credits earned through an online service of an accredited college or university shall be granted upon the Superintendent's approval and submission of written documentation of successful completion (as set forth above).

### 50.01 Degree Definition

The Salary Schedule listed in the Appendices of this Agreement shall be interpreted and applied in accordance with the following definitions:

1. Bachelor - baccalaureate degree earned at an accredited college or university.
2. Bachelor and 30 Credits - 30 credits in addition to an earned Bachelor's degree with a minimum of 18 credits in methods and skill courses for subject areas within the teacher's major assignment and 12 credits in related courses as approved by the Superintendent.
3. Master – a Master's degree earned at an accredited college or university.
4. Master and 30 Credits - 30 credits in addition to an earned Master's degree or a Master's degree following 30 credits beyond Bachelor's degree. The 30 credits must be graduate credits and will include a minimum of 18 credits in methods and skill courses for subject areas within the teacher's major assignment and 12 credits in related courses as approved by the Superintendent. No credits may be duplicated either for degree or salary advancement. The BA+30+MA salary advancement will not be granted retroactively.
5. When a staff member covered by the terms of this contract successfully completes a Master's Degree program which requires 60 or more credits, the staff member will be considered to have completed both a Master's Degree and the sixth year equivalency.
6. Sixth Year - a "Sixth Year Certificate" from an accredited college or university.
7. Second Master - a second Master's degree earned at an accredited college or university.
8. Doctorate - a Doctor's degree earned at an accredited college or university.

### 50.1 Withholding Salary Increases

No teacher shall be subject to disciplinary action except for just cause. The term "disciplinary action" shall mean a written reprimand, suspension without pay, or withholding of a scheduled salary increase. Nothing herein shall be construed to apply to termination of employment which is subject to administrative and/or judicial review in the manner set forth in the subsections of 10-151 of the Connecticut General Statutes and in no other manner.

The Board may withhold a salary increase for unsatisfactory service as noted in a teacher's evaluation plan. A salary increase in any year may be withheld under the following conditions:

1. The principal may recommend to the Superintendent that a salary increase be withheld, but prior to such recommendation to the Superintendent, the principal shall:
  - a. Hold a meeting with the teacher, to review evaluations relevant to the facts as to why the recommendation may be made.
  - b. Allow a reasonable period of time for the teacher to make the necessary improvements in accordance with the guidelines associated with the supervisory assistance action plan.
  - c. If in the judgment of the principal, there is not adequate improvement, the recommendation shall then be made to the Superintendent that the increase be withheld.
2. The Superintendent, after investigation, may recommend to the Board that the increase be withheld.
3. After being properly notified of the salary increase being withheld, the teacher in question may appeal his/her case before the Board.

## 50.2 Special Pay Rates

Special pay rates are established as \$26.00 per hour for the following assignments:

- summer school assignments
- curriculum development conducted on other than school calendar days
- PPT meetings that teachers are required to attend on days when school is not in session

Assignments for these duties will be recommended by an administrator and approved by the Superintendent.

### 50.21 Longevity

For employees hired prior to July 1, 2006, the following shall apply:

1. After twenty-five years of employment as a teacher, 15 of which must be cumulative service in Ledyard, a teacher shall receive a one time stipend of \$300.00.
2. After thirty years of employment as a teacher, 15 of which must be cumulative service in Ledyard, a teacher shall receive a one time stipend of \$500.00.

## 50.3 Pay Deductions

For approved absences for sickness or approved personal leave in excess of allowable leave, the teacher shall receive the difference between the substitute's pay and the teacher's regular pay.

When a teacher is injured on the job, and is eligible for workers' compensation, the Board shall pay the difference between the teacher's regular pay and the workers' compensation for the first sixty (60) days of absence due to such injury. After sixty (60) days, the teacher may utilize sick leave to continue such additional payment.

For authorized leaves without pay, deductions from the teacher's salary shall equal (1/number of scheduled working days) of the annual contract for each school day covered by the leave. Lawful deductions for retirement will be charged against the teacher's salary contract.

In addition to those payroll deductions required by law, the following agencies are eligible for payroll deductions. All requests for deductions must be in writing from the teacher to the Superintendent on approved authorization forms.

The list of approved deductions is as follows:

1. medical insurance
2. life insurance
3. Core Federal Credit Union
4. Assurant LTD
5. Professional Dues
6. Tax Sheltered Annuity, 403(b)/457 plans, with the District offering five (5) 403(b) plans and one (1) 457 plan. All current plans will, however, be continued as long as anyone in that plan as of July 1, 2009, remains in the plan; all plans must meet IRS regulations.
7. Direct Deposit of salary payment to a bank or financial institution, which is a member of the Automated Clearing House Network.

If an annuity is desired, a minimum of three (3) teachers must agree to enroll in such annuity. Any change in an existing annuity or request for an additional annuity must be made in writing to the Central Office at least thirty (30) days before the change or the deduction will come into effect.

### 50.31 Professional Association Deductions

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 adjustments, but in

no event greater than the amount of Association dues.

Upon receipt of a signed authorization form, the Board agrees to deduct from the salary of each teacher Association dues, or, for those who are not members of the Association, an amount equal to the service fee by means of payroll deduction. The deductions will be made in equal installments on each payday during the school year. The amount of the service fee shall be certified by the Association to the Board prior to August 1 of each year.

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.

The Board shall forward to the Ledyard Education Association as soon as possible a check for the amount of money deducted during the previous pay period.

No later than September 30 of each year, the Board shall provide the Association with a list of all teachers employed by the Board and the positions held by said teachers. No later than October 10 the Association shall provide the Board with a list of all teachers indicating those who have joined the Association and those who will pay the service fee.

The Association agrees to indemnify and hold harmless the Board for all types of demands, suits, liabilities, litigation, counsel fees and other claims or costs arising from action taken by the Board pursuant to this Section.

**50.4 Salary Payment**

The salary schedule covered by this Agreement is set forth in the appendices.

The teacher's annual salary, based upon 1/26th of the total contracted salary, will be paid every two weeks beginning on the Friday after the first day of school. The balance due will be paid at the close of school in June. When the last regularly scheduled pay day occurs within three working days of the close of school in June, the two checks will be combined.

If a scheduled pay day falls on a legal holiday or during a vacation period, teachers shall be paid on the last regular working day immediately preceding the holiday or vacation period, except during the winter break in December.

If termination of a teacher's employment comes prior to the end of the regular school year, such teacher's annual salary will be pro-rated on the basis of the number of days of employment.

**Section 60.0 COMPENSATORY ACTIVITIES**

Compensatory activities are those which go beyond the requirements of normal assignments and are listed under Sections 60.1, 60.2 and 60.3. Sports will be paid at the end of the season, after all sports are finished. Extracurricular stipends will be paid half in November and half in May.

In order that the extracurricular responsibility may be shared by total staff, the administration will make every reasonable effort to divide equitably the many varied responsibilities which must be assumed for the many activities which have administrative acceptance and which contribute to the total pattern of school life.

**60.1 Pay Rate for Extracurricular Activities**

Stipends will be established at the following rates except for advancement and pay commensurate to such advancement.

Class A	2013-16	
1-2 years experience:	\$5,162	Head Football
3-4 years experience:	\$5,748	Head Basketball (Boys &
5+ years experience:	\$6,339	Head Baseball

Class B	2013-16	
1-2 years experience:	\$3,969	Cheerleading Advisor
3-4 years experience:	\$4,421	Student Council Advisor
5+ years experience:	\$4,874	Newspaper Advisor
		Yearbook Advisor
		F.F.A. Advisor
		Assistant Athletic
		National Honor Society
Class C	2013-16	
1-2 years experience:	\$3,573	Head Gymnastics
3-4 years experience:	\$3,980	Head Golf (Co-Ed)
5+ years experience:	\$4,388	Head Tennis (Boys & Girls)
		Head Fencing
		Football Assistant (5)
		Basketball Assistant (Boys-2;Girls-
		Baseball Assistant (2)
		Softball Assistant
		Wrestling Assistant
		Track Assistant (Boys & Girls)
		Soccer Assistant (Boys-2)
		Soccer Assistant (Girls-2)
		Swimming Assistant
		Indoor Track Assistant
		Head Volleyball (Girls)
		Lacrosse Assistant
Class D	2013-16	
1-2 years experience:	\$2,976	Senior Class Advisors (2)
3-4 years experience:	\$3,314	Junior Class Advisor
5+ years experience:	\$3,657	Assistant Band Director
		Weightlifting Advisor
		High School Assistant Volleyball (2)
		More Than Words Advisor
Class E	2013-16	
1-2 years experience:	\$2,779	Head Middle School Basketball
3-4 years experience:	\$3,096	Head Middle School Wrestling
5+ years experience:	\$3,415	High School Audio-Visual Coordinator
Class F	2013-16	
1-2 years experience:	\$1,986	Business Club Advisor
3-4 years experience:	\$2,212	Literary Magazine
5+ years experience:	\$2,438	Assistant Drama Advisor
		Sophomore Class Advisor
		Freshman Class Advisor
		Intramural Advisor (Girls)
		High School Math Club
Class G	2013-16	
1-2 years experience:	\$1,590	Middle School Drama Advisor
3-4 years experience:	\$1,767	Middle School Student Council
5+ years experience:	\$1,950	Middle School Spring Intramural

& Girls)  
Middle School Fall Intramural (Boys  
& Girls)  
Middle School Cross Country (Boys  
& Girls)  
Speech and Language Coordinator

Class H	2013-16	
1-2 years experience:	\$991	Middle School Band Director
3-4 years experience:	\$1,105	Middle School Choral
5+ years experience:	\$1,219	Middle School Memory Book Middle School Math Counts

**60.2 Pay Rates for High School Department Heads**

English  
Mathematics  
Science  
Social Studies  
Foreign Languages  
Agri-Science  
Guidance  
Arts & Leisure  
Practical Vocational

Department Head stipends will be paid half in November and half in May.

Class A (11+ staff members)	2013-16	
1-2 years experience:	\$4,584	
3-4 years experience:	\$5,105	
5+ years experience:	\$5,629	
Class B (5-10 staff members)	2013-16	
1-2 years experience:	\$3,527	
3-4 years experience:	\$3,927	
5+ years experience:	\$4,331	
Class C (0-4 staff members)	2013-16	
1-2 years experience:	\$2,468	
3-4 years experience:	\$2,748	
5+ years experience:	\$3,031	

**60.3 Pay Rates for Specialists**

After one year of successful program activity, the principal and Superintendent can recommend that the activity be established with an appropriate remuneration percentage.

When a new activity has been established by the Board with a remuneration class, the previous experience of the staff member now taking the paid position shall be taken into consideration for the purpose of placement on the salary scale. He/She shall receive one year experience credit for having conducted the activity in the Ledyard School System.

Any staff member hired after contract year 76-77 who satisfactorily fulfills the obligations of a compensatory activity position will be paid in accordance with his/her previous experience in the same position in Ledyard or in

another school system.

As time and circumstances permit, it is declared policy to work in the direction of having not more than one compensated activity assigned to any one member of the faculty.

Compensatory pay assignments shall be given to the teacher who has satisfactorily conducted the activity during the previous school year and who reapplies for the assignment on a yearly basis. Posting for compensatory pay assignments will be made by the administration in order to fill a vacancy created by resignation or termination.

#### **60.4 Compensatory Pay Policy**

It is the intention of the Board that this policy is made for the sole purpose of justly compensating teachers who are called upon to do more than their normal share of work. The Board establishes compensatory positions, as needed. Teachers may request the establishment of new positions through the principal of their respective schools.

Assignments to compensatory positions will be made by the principals of the respective schools in the community with the consent of the Superintendent. These assignments are to be made on a yearly basis and in no way form a part of the contracted agreement of the employment as a teacher in the system. Openings will be posted in all buildings.

Applications for a given activity will be accepted by the school principals at any time. This does not preclude the fact that certain assignments, by necessity, may be given to individual staff members by the school principal despite the individual not having submitted an application. These assignments will normally be made only in connection with non-compensatory positions. Applications, however, will be received for both compensatory and non-compensatory positions. Application forms will be available from the school principals.

If a vacancy occurs either because of resignation or termination of the person holding the position, it will be posted internally for a period of two weeks before outside notification. Said posting can be waived by mutual agreement of the Board and the Association.

If both inside and outside candidates are equal in qualifications for such position, the inside candidate will be given preference.

Once a teacher has agreed to serve in a particular assignment, or has been requested to do so, such assignment will be his/her responsibility for the remainder of that school year, and said responsibility can be terminated only with the approval of the Superintendent.

#### **60.5 Guidance Counselors**

Guidance Counselors shall be compensated at a per diem rate of pay for each day they are called in to work, by the administration, beyond the normally scheduled work days. The per diem rate for each counselor shall be based upon his/her annual salary divided by the number of normally scheduled work days for the school year.

#### **60.6 Agri-Science Teachers**

If an Agri-Science teacher is contracted for twelve months that teacher shall work 220 days with compensation at the rate of 1.177 of his/her step on the salary schedule.

#### **60.7 Director of Guidance**

The Director of Guidance will be contracted for 12 months. The work year shall be 217 days and the Director shall be compensated at the rate of 1.166 of his/her step on the salary schedule.

**60.8 Instructional Leader**

High School Instructional Leaders will be paid per the schedule listed below:

Class A* (supervises 16 or more teachers)	2013-16
1-2 years experience	\$5,162
3-4 years experience	\$5,748
5+ years experience	\$6,339
Class B* (supervises 11-15 teachers)	2013-16
1-2 years experience	\$4,584
3-4 years experience	\$5,105
5+ years experience	\$5,629
Class C** (supervises 5-10 teachers)	2013-16
1-2 years experience	\$4,584
3-4 years experience	\$5,105
5+ years experience	\$5,629

\* Supervisory duties: 1.0 period per semester  
\*\* Supervisory duties: 0.5 period per semester

**60.9 Athletic Director**

The annual stipend paid to the High School Athletic Director for the period of July 1, 2013 through June 30, 2016 will be \$12,399.

**Section 70.0 TEACHER BENEFITS**

**70.1 Medical and Life Insurance**

**OPTION A**

The Board agrees to pay 82% effective July 1, 2013, 81.5% effective July 1, 2014, and 81% effective July 1, 2015, of the cost of the following insurance coverage:

- Blue Cross & Blue Shield/CCM Century Preferred with \$25.00 for office visits and prevention care (except mammography); \$75.00 emergency room; \$200.00 for hospital, outpatient surgery and inpatient mental health/substance abuse care; and \$50.00 urgent care co-pays.
- Prescription Drug Rider with co-pay of \$10 generic, \$20 formulary, \$35 non-formulary and \$20 generic, \$40 formulary and \$70 non-formulary for mail order, maximum \$2,000
- Blue Cross Full Service Dental coverage including Dental Riders A and C Full coverage for "dependents"
- Blue Cross/Blue Shield Managed Benefits Program
- Century Preferred co-insurance
- Life insurance coverage of \$50,000.00
- 180 days of long-term disability insurance

**OPTION B**

The Board agrees to pay 82% effective July 1, 2013, 81.5% effective July 1, 2014, and 81% effective July 1, 2015, of the cost of the following insurance coverage for so long as anyone receiving such coverage as of July 1, 2009, is still enrolled in such plan. No new employees may enter this plan:



Blue Cross BlueCare with \$15.00 office visit and prevention care (except mammography); \$75.00 emergency room; \$100 hospital, outpatient surgery and inpatient mental health/substance abuse care; and \$50.00 urgent care co-pays  
Prescription Drug Rider with co-pay of \$10 generic, \$20 formulary, \$35 non-formulary and \$20 generic, \$40 formulary and \$70 non-formulary for mail order 90-day-supply.

### **OPTION C**

The Board may, at its discretion, provide an HSA plan as an optional insurance program for teachers.

The Board may change carriers for any of the above insurance 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 to 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.

The Board will notify the President of the Association of its intent to partial self insure (fund) sixty (60) days prior to initiating said change. Partial self insurance shall not be considered a change of carriers.

The Board shall maintain a "Section 125" salary reduction agreement which will be designed to permit exclusion from taxable income of the employee's share of health and life insurance premiums.

Teachers who have elected such waiver in the 2008-09 school year may continue to elect to waive all health insurance benefits and, in lieu thereof, be remunerated in the amount of ten percent of the premium saved by the Board at the time of the waiver because of said waiver. Such remuneration shall be paid twice per year on or about December 1 and June 1. No additional teacher will be eligible for such option. Teachers choosing this option shall be able to change their option on July 1, for any reason, and/or at one other time during each year, if there has been a significant change in the teacher's circumstances, such as divorce, death of a spouse, etc., which warrants such change in option. Such request for change must be presented, in writing, to the business manager at least sixty days prior to the beginning of the month in which the change is to take effect. Upon receipt of the revocation of waiver, coverage by the insurer shall be subject to any regulations, including waiting periods, which may then be in effect. Waivers under this section are subject to the approval of the applicable insurance carrier.

The Board shall establish an Employee Assistance Program. The Board's cost for such program shall be capped at \$2.30 per employee per month for the life of this Agreement with teachers paying any additional charges.

Professional employees eligible for the Insurance Program shall be allowed to deposit into a special flexible benefits account under Section 125 of the Internal Revenue Code, for the purpose of defraying additional medical costs that may be incurred by each teacher/and or their families. These monies may be expended for medical care and/or for dependent care under Section 129 of the Internal Revenue Code. Employees may also contribute voluntarily additional dollars to their account under 125, 129, and 105(h) sections of the Internal Revenue Code. Costs of administration of the plan will be borne by the participating employees.

### **70.11 Insurance for Retired Teachers**

Subject to the availability of coverage by the carrier, Ledyard teachers who have qualified for retirement with the Connecticut State Retirement Board and who retire after the ratification by both parties of this Agreement, may have the option of being retained in the Board's approved carrier's insurance plans for teachers. Any premiums or membership costs shall be paid fully by the retired teacher and shall involve no expense to the Board. Payments shall be submitted to the Office of the Superintendent in accordance with the schedule established between the Board and the insurance carrier. Failure to do so will result in an automatic loss of coverage. The Association agrees to indemnify and hold harmless the Board from all types of suits, litigation and other claims arising from action taken by the Board pursuant to this Section, provided, however, that the Board shall not be saved harmless from errors of

omission on its part.

#### **70.2 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 his/her employment, except in a case of contributory negligence, he/she shall be paid his/her full salary (less the amount of any workers' compensation award made for temporary disability due to said injury). These payments by the Board shall not extend beyond sixty working days. No part of the aforementioned absence shall be charged to his annual or accumulated sick leave. The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his/her duties. The cost for such examination will be at the Board's expense.

#### **70.3 Protection of Teachers**

Teachers shall report immediately in writing to their principals 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 reasonable request from the teacher for information in its possession, not privileged under law, which relates to the incident on the persons involved.

The Board shall protect and save harmless any member of such board or any teacher or other employee thereof or any member of its supervisory or administrative staff from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to or death of any person, or in accidental damage to or destruction of property, within or without the school building, or any other acts resulting in any injury, which acts are not wanton, reckless or malicious, provided such teacher, member or employee at the time of the acts resulting in such injury, damage or destruction, was acting in the discharge of his/her duties or within the scope of his/her employment or under the direction of the Board, pursuant to the provisions in Connecticut General Statutes Section 10-235 as amended. Teachers shall not administer corporal punishment to students.

Whenever a teacher is absent from school as a result of personal injury caused by an assault arising out of and in the line of duty, he/she shall be paid his/her full salary for the period of such absence without having such absence charged to his/her annual or accumulated sick leave. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any workers' compensation award for temporary disability due to the said assault injury for the period for which such salary is paid. The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his/her duties.

#### **70.4 Leaves of Absence**

##### **70.41 Sick Leave**

A minimum of 15 days annually with full pay, accumulated year to year to a maximum of 185 days. Part-time employees will be prorated based on the percent of their full-time equivalent status.

Each teacher will be informed of his/her accrued sick leave upon request to the Superintendent's office. A form for this purpose shall be provided to each teacher at the beginning of the school year.

After four (4) days consecutive absence, or if requested by the Superintendent because a pattern of abuse is suspected, a teacher shall, upon returning to school, submit a doctor's certificate to the Superintendent.

For illness beyond accumulated days, the Superintendent may recommend to the Board an extension of sick leave. In such cases, the teacher shall receive the difference between the substitute's pay and the teacher's regular pay.

##### **70.42 Professional Leave**

A teacher shall be eligible for additional days with full pay, at the discretion of the Superintendent, including visiting

days, institutes, or organization meetings, conferences, etc.

### 70.43 Sabbatical Leave

#### Purpose

Sabbatical leave may be granted by the Board, upon the recommendation of the Superintendent, to improve the educational program of the school system and to stimulate the professional growth of personnel.

#### Eligibility

No more than 2% of the professional staff will be granted leave in the same year.

The applicant must have accrued seven years of consecutive service prior to the start of the sabbatical leave except that compulsory military service or maternity leave are not considered to be interruptions in consecutive service nor are they to be counted toward the seven years, "e.g. 2 years teaching - 1 year on leave - 5 years teaching = 7 years."

The last four years prior to the sabbatical leave must be in the Ledyard system.

#### Criteria for Selection

Value of the leave to the school system

Quality of past service in Ledyard

#### Application

Application shall be submitted prior to February 1 of the school year preceding the leave. The application shall be accompanied by sufficient information to establish the nature and value of the leave.

Leave will not be granted for a program which will result in the completion of statutory requirements for teachers certification as stipulated by Connecticut State Board.

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 1 of the school year immediately preceding said leave to be assured of a staff position in Ledyard during the year for which the leave was granted.

#### Obligations

Teachers granted sabbatical leave are obligated to return to the Ledyard school system for two years of service. If the teacher does not return, he/she shall within two years repay to the Board the amount received during the sabbatical leave. If an employee does not remain in the Ledyard school system for two years, he/she shall within two years repay to the Board the amount of money having the same ratio to the amount granted as the unexpired period of service ratio to two years. This does not apply when the teacher becomes incapacitated or when the condition is waived by the Board.

#### Guarantees

A staff member returning from leave is guaranteed:

Reappointment to a position, if available, for which he/she is certified as per Section 30.0. The time spent on sabbatical leave shall count as progress on the salary schedule.

Credit reimbursement for courses approved in advance by the Superintendent will be made up to 15 credits for five courses per year.

A staff member while on leave is guaranteed:

The option to continue participating in the group health insurance on the same basis as active employees.

### Reports

A teacher on sabbatical leave shall submit to the Superintendent for transmittal to the Board a report with the following information where applicable: courses taken, credits earned, travel itinerary, projects completed, leave benefits and any other pertinent aids for evaluating the leave program. Interim reports as may be required must be submitted to the Board by the teacher.

### Compensation

Those granted leave will receive 50% of the salary step that the teacher would have been on if not for the sabbatical leave, provided that such pay, when added to any program grant, scholarship, assistantship or other compensation and the sabbatical pay does not exceed the teacher's full annual salary rate. In this instance, "full annual salary rate" shall be defined as that salary from which retirement is deducted.

#### **70.431 Academic Leave of Absence**

- A. A teacher may request that the Board grant an academic year leave of absence and upon being granted such a request, will receive the following benefits upon his or her return to the school system the ensuing year:
1. The time spent on academic leave shall count as progress on the salary schedule. Normal sick leave credit will be given.
  2. In the event the teacher discontinues his/her academic pursuit during the period of academic leave prior to its conclusion, or does not satisfactorily complete his/her academic requirements, the above benefits will not be provided.
- B. If requested by the teacher on leave, group health and/or insurance programs will be continued by the Board on the same basis as active employees.

#### **70.44 Pregnancy**

Any teacher who becomes pregnant shall so notify the Superintendent at least four months prior to the expected date of delivery. Such notification shall include: the physician's confirmation of the pregnancy, his estimated date of delivery, and his estimated date of disability. The physician shall confirm the date of disability one month in advance. Leave shall begin when in the opinion of her doctor, the teacher is no longer able to work, or upon confinement, whichever comes first. Leave shall expire when in the opinion of her doctor she is able to return to work.

Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation. However, a pregnant teacher, in addition to following the procedures in Section 70.44, is required to provide at least 60 calendar day's notice, in writing to the Superintendent, if she intends to request an extended leave of absence or resign for the purpose of child rearing as indicated in Section 30.4 and Section 70.47.

#### **70.45 Maternity Disability**

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be treated as temporary disabilities for all job-related purposes. (The term "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in Section 10-156 of the Connecticut General Statutes.)

Accumulated sick leave shall be available for use during periods of such disability. Disability leave beyond any accumulated sick leave shall be available without pay for such reasonable further period of time as a female employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto.

Policies involving the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.

**70.46 Military Leave**

Upon request of a teacher, the Superintendent will request a deferral of compulsory military service.

The difference between full pay and military pay will be paid to a teacher on compulsory training periods while on active reserve status.

**70.47 Extended Leave Without Pay**

Teachers may be granted leaves not exceeding twelve calendar months, which will be subject to prior approval by the Board, and which will be taken without pay or credit toward salary increments and will terminate at the end of the approved period of time. If a teacher plans to apply for an Extended Leave without pay for such purposes as graduate study, child rearing, adoption of a child, association leave, and political leave, 60 calendar days notice must be given unless waived by the Board.

If requested by the teacher on leave and supported by medical evidence attesting to the teacher's illness, group health and/or insurance programs will be continued by the Board at the currently agreed upon basis.

**70.48 Leave for Official Association Duties**

- A. When, during the term of this Agreement, it is necessary for official representatives of the Association to engage in Association activities directly relating to the Association's duties as representatives of the professional staff members, they will be given such free time, without loss of pay or other leave, as is necessary to perform such activities. Such activities shall not result in a representative missing his/her regularly scheduled class time, except in cases of emergency. The Association and its officers agree that this privilege should not be abused. Application for such leave shall be made in writing to the Superintendent as far in advance as practicable and ordinarily at least forty-eight hours prior to the commencement of the leave.
- B. The Board reserves the right to withdraw this privilege when in the opinion of the Superintendent there is sufficient evidence of abuse. Such judgment will not be made arbitrarily, or capriciously, or without rational basis in fact.
- C. The President of the Ledyard Education Association shall be released from teaching duties for Association business. This time may be used as part or whole days, but shall not exceed seven days per year. Payment for substitutes under Section 70.48 will be provided by the LEA.
- D. During school hours, the Association President's and the Association Vice-President's basic load will include all assignments made by the administration from 10 minutes before the opening of school to 10 minutes following the close of school. The Association President and Association Vice-President shall not be assigned duties before and after school.

**70.49 Other Leaves of Absence**

A teacher is eligible for a maximum of six days of leave annually with full pay, but not cumulative, requested, in writing, to the Superintendent, including such considerations as:

Marriage (two consecutive days)

Death or illness of the immediate family or other person(s) who are actual resident members of the teacher's household, not to include boarders

One day for deaths other than the immediate family

Legal requirements

Religious holidays

One day for each graduation of children, spouse, or self from a high school, college or university

Extraordinary circumstance and obligation of a personal nature which cannot be carried on at any other time. Teachers may request one day of paid leave annually under this paragraph without providing any reason.

The Superintendent may recommend to the Board an extension of personal days. In such case, the teacher shall receive the difference between the substitute's pay and the teacher's regular pay. Teachers shall receive written notification of the Board's decision within five (5) days of the decision.

All requests for leave under this Section must be made in writing to the Superintendent as early as possible, but in no event less than five days prior to the requested leave except in case of emergency. The request shall be made on the form provided and shall state the reason(s) for the requested leave. The Superintendent shall have the option to privately discuss the reasons for the requested leave with the teacher. To the extent possible, the contents of such requests shall be treated as confidential.

Leave under this Section shall not be used to advance or extend holidays or vacation periods. Section 70.49 shall not be used for pleasure trips.

Leave not covered by 70.49 (above) may be granted without pay at the discretion of the Superintendent. The rate of deduction from the teacher's salary shall equal (1/number of scheduled working days of the annual contract) for each school day covered by the leave.

#### **70.491 Family and Medical Leave**

Teachers will be eligible for leave in accordance with the Family and Medical Leave Act of 1993, as amended.

#### **70.5 Jury Duty**

Any teacher who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The staff member who is called to fulfill this obligation shall be compensated at the full rate of professional salary with no deduction for the cost of a substitute teacher. On the 6<sup>th</sup> day and days thereafter, the teacher will sign over the compensation check for jury duty to the Board. The teacher may request the Superintendent to request a deferral from jury duty. A juror service certificate indicating that jury duty was served must be submitted in order to receive compensation under this provision.

#### **70.6 Teacher Preparation Time**

The purpose of release time is to enable the teacher to be free from non-instructional duties, thus allowing time for daily preparation during school hours.

Each elementary teacher will be guaranteed a minimum of 200 minutes a week for instructional preparation and the administration will make reasonable efforts that no period will be less than thirty (30) consecutive minutes in length. If days exist when an elementary teacher has no preparation time, the administration will make reasonable attempts not to schedule such teachers for morning, recess or bus duties.

Realizing the importance of adequate and uninterrupted planning time to the elementary level teacher, the administration will make reasonable efforts to secure substitutes when specialists (Art, Music and PE) are absent and additionally will make reasonable efforts to schedule all required meetings at times other than planning periods.

Preparation time will be regularly scheduled for all middle and high school teachers in order to permit them to meet their instructional responsibilities. Teachers may be assigned up to seventy-five percent (75%) of their workday as classroom/instructional time.

### 70.7 Travel

Full-time teachers authorized by the Superintendent to travel on school business will be reimbursed at the IRS rate per mile.

In arranging schedules for teacher who are assigned to more than one school on a given school day, an effort shall be made to limit the amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable. Teachers who are assigned to more than one school in any one school day shall receive the IRS rate per mile which is effect at the time of travel for all inter-school travel.

### 70.8 Reimbursement for Courses

To be eligible for full reimbursement as per this Section, a teacher must be initially certified to teach. Non-certified teachers will be considered eligible for reimbursement only after having completed 18 credits in their specific skills area of study. The Superintendent shall evaluate the skill areas in terms of the certification manual.

Teachers must be enrolled in a planned program of study, or enrolled in a course within the teacher specialty, or a related area as approved by administration. Refer to Section 50.0 if involved in a 30 credit program.

Reimbursement for course credits will be paid at the rate of 1/2 of the cost per credit hour not to exceed 1/2 of the cost per credit hour at the University of Connecticut. If the teacher is reimbursed for courses taken by an outside agency or group, the teacher shall not be reimbursed by the Board.

Credit reimbursement will be made up to a total of 15 credits or 5 courses per calendar year. Credit reimbursement will not be made without prior written approval from the Superintendent for the courses to be taken.

Credit reimbursement shall be made by the second pay period after submission of evidence of successful completion of course work, but not later than June 30 of any given year.

A request for credit reimbursement, together with acceptable substantiation, will not be accepted if received later than the second week in June, and may not be applied for in the following year.

Credit reimbursement for courses taken during summer months will be granted only if the teacher returns for the following school year.

### Section 80.0 IN-SERVICE TRAINING

The Board reserves the right that "in-service" programs be required and attendance maintained if educational funds are expended for this service to the teachers.

Such programs may be initiated by any member(s) of the professional staff in addition to the Board and the Superintendent.

Upon approval by the Superintendent of any "in-service" program initiated by a teacher, the program will normally be developed cooperatively.

### Section 100.0 CLASS SIZE

Low pupil-teacher ratio is an important aspect of an effective educational program. The desirable standards for number of pupils per teacher are as follows:

Kindergarten, grades one and two -- 20-24

Grades three through six -- 24-28

Regular middle school and senior high school classes (based on a 5-day week) -- 120-130.

When enrollment exceeds the desirable standard, the teacher may request an aide or other appropriate remedy.

**Section 110.0 ADDITIONAL TERMS OF THE AGREEMENT**

**110.1 Consultation Procedures**

For the duration of the Agreement, in the event that the Association or the Board desires to make any proposal, the subject matter of which is not covered herein, either party may submit such proposal in writing. The Superintendent shall arrange for a mutually satisfactory time and place for a meeting to discuss such proposal within fifteen days after receipt of the proposal, unless the parties mutually agree to an extension of time for such meeting. Relevant data, points of view, and proposals and counterproposals shall be exchanged and the Superintendent shall make available all applicable pertinent records and information. Either party may, if it so desires, utilize the service of outside consultants.

Such proposals, initiated by either party, are expected to be of significant import and value to the Ledyard School System and shall not be made casually or require the parties to meet an unreasonable number of times.

The Board shall not adopt a change in policy affecting salaries, fringe benefits, working conditions or matters related thereto, which is not covered by the terms of this Agreement, without giving thirty days prior written notice to the Association that it is considering such a change.

**110.2 Severability Clause**

If any portion of this Agreement is ruled invalid by a court of ultimate competent jurisdiction or by supervening legislative enactment, then the balance and remainder of the Agreement shall remain in full force and effect consistent with prevailing legal principles of contract interpretation.

**110.3 Amendment**

This Agreement shall not be altered, amended, or changed except in writing, signed by both the Board and the Association, which amendment shall be appended hereto and become a part hereof.

**110.4 General Provisions**

Copies of the complete salary schedule and complete text of this Agreement shall be provided to all teachers currently employed and to all new teachers upon the offer of employment, and to be provided to the secretary of the Association.

This Agreement will be printed and the expenses involved will be shared equally by the Board and the Association, unless the total cost to the Board exceeds \$300.00, in which case the Association shall have the option to pay the additional cost to have the contract printed.

**110.41 Personnel Files**

No material originating after original employment shall be placed in a teachers' personnel file unless the teacher has been notified and has had an opportunity to review the material within a five day period after notification. The teacher may submit a written notation regarding any 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/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. In no case shall any uninvestigated complaint be placed in a teacher's file.

**110.5 Duration of Agreement**

This Agreement shall be effective as of July 1, 2013 and shall remain in effect until June 30, 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.

Chairperson, Ledyard Board of Education

President, Ledyard Education Association

Sharon Hightower

[Signature]

Date: 11/14/12

Date: 11/15/12

**APPENDICES**

**APPENDIX A**  
**GRIEVANCE PROCEDURE**

**A. Definitions**

1. A "grievance" is a complaint by a teacher or group of teachers based upon an alleged violation of or variation from the provisions of this Agreement or any existing policies, rules, or regulations, or the interpretations, meaning, or application of any the provisions of this Agreement or any existing policies, rules, or regulations.
2. The term "teacher", except where otherwise indicated, is considered to apply to any individual as set forth in Section 20.0. The term "teacher" may include a group of teachers who are similarly affected by a grievance.
3. And "aggrieved person" is the person or persons making the claim.
4. A "party in interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
5. The term "days" when used in this Article shall, except where otherwise indicated, mean working school days.

**B. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers.
2. Both parties agree that these procedures shall be kept as informal and confidential as may be appropriate at any level of the procedure.
3. Nothing herein contained shall be construed as limiting the right of any teacher having a problem to discuss the problem informally with any appropriate member of the administration or with any appropriate representative of the Association at any time.
4. Any certified professional employee or group of employees shall have the right at any time to present any grievance to such persons and through such channels as are designated for that purpose in this Article.

**C. Structure**

1. The Association shall designate a School representative for each school chosen in such manner as may be determined by the Association.
2. The Association shall maintain a Professional Rights and Responsibilities Committee (hereinafter referred to as the "PR & R Committee"), which may be broadly representative of teaching levels and areas and shall be constituted in such manner as may be determined by the Association.

**D. Time Limits**

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

2. In the event a grievance is filed on or after June 1, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
3. If a teacher does not file a grievance in writing as provided herein within 45 days after the teacher knew or should have known of the act or condition on which the grievance is based, then the grievance shall be considered waived.

**E. Informal Procedure**

1. If a teacher feels that he/she may have a grievance, he/she should first discuss the matter in an effort to resolve the problem informally in the following order: 1) Department Head, if any; 2) Principal; and 3) Superintendent; and shall have the right to have the Association School Representative assist him/her in efforts to resolve the problem informally with the above mentioned.

**F. Formal Procedure**

1. Level One - School Principal
  - a. If an aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, he/she may submit his/her claim as a formal grievance in writing to his/her principal.
  - b. The principal shall within five days render his/her decision and the reasons therefore in writing to the aggrieved person, with a copy to the Association School Representative and the Superintendent.
2. Level Two - Superintendent
  - a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five days after presentation of the grievance in writing, he/she may file the written grievance with the Association's PR & R Committee within three days after the decision at Level One or eight days after the grievance was presented, whichever is sooner.
  - b. Within ten days after receiving the written grievance, the PR & R Committee shall provide an opportunity for the aggrieved person to meet with the Committee for the purpose of reviewing the grievance, and the PR & R Committee shall give to the aggrieved person a written opinion regarding the merits of the case.
  - c. Within three days after receiving the PR & R Committee opinion, or within thirteen days after the grievance was filed with the Committee, whichever is sooner, the aggrieved person may file a written appeal with the PR & R Committee for a hearing by the Superintendent. Within two days of its receipt, the Committee through its chairperson shall submit such appeal to the Superintendent.
  - d. The Superintendent shall represent the administration at Level Two of the grievance procedure. Within ten days after receipt of the written appeal for a hearing by the Superintendent, the Superintendent shall meet with the aggrieved person and with representatives of the PR & R Committee for the purpose of resolving the grievance. A full record of such hearing shall be kept by the Superintendent and made available to any party in interest upon written request. The Superintendent shall within three days of the hearing render his/her decision and the reasons therefore in writing to the aggrieved person, with a copy to the PR & R Committee.
  - e. Representatives of the Association's PR & R Committee shall have the right to attend and participate in any grievance presented to the Superintendent.

3. Level Three - Board

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within three days after he/she has first met with the Superintendent, he/she may file the grievance again with the Association's PR & R Committee within three days after a decision by the Superintendent, or six days after he/she has first met with the Superintendent, whichever is sooner.
- b. Within three days after receiving such further appeal, the PR & R Committee through its chairperson shall refer the grievance to the Board.
- c. Within ten days after receiving the written appeal, the Board shall meet with the aggrieved person and with representatives of the PR & R Committee for the purpose of resolving the grievance. The decision of the Board shall be rendered in writing within three days.

4. Level Four - Impartial Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within three days after a decision by the Board, he/she may, within three days after a decision by the Board or six days after he/she has first met with the Board, whichever is sooner, request in writing to the president of the Association that his grievance be submitted to arbitration.
- b. If the PR & R Committee determines that the grievance is meritorious and that submitting it to arbitration is in the best interests of the school system, the PR & R Committee may recommend to the Executive Committee of the Association that the Association submit the grievance to arbitration within eight days after receipt of the request by the aggrieved person.
- c. If the Association, in the foregoing manner, determines that the matter should be submitted to arbitration, it shall within two days so notify the Board in writing, and a single arbitrator shall be jointly selected who is an experienced, impartial and disinterested person of recognized competence.
- d. Within five days after written notice of submission to arbitration, the Board and the Association shall agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators shall be made to the American Arbitration Association by either party. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator.
- e. The arbitrator so selected shall confer promptly with representatives of the Board and the PR & R Committee, shall review the record of prior hearings, and shall hold such further hearings with the aggrieved person and such other parties in interest as he/she shall deem requisite, and, unless extended by mutual agreement, shall issue his/her decision not later than fifteen days from the date of his selection as arbitrator. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted.
- f. The parties recognize that the Board is legally charged with the responsibility of operating the school system. The role of the arbitrator shall be to determine whether established policy or the terms of this Agreement have been misinterpreted or inequitably applied.
- g. The decision of the arbitrator shall be submitted to the Board and to the Association, and, subject to law and the foregoing stipulations, shall be final and binding.

- h. The costs for the services of the arbitrator, including per diem expenses, shall be borne equally by the Board and the Association.

**G. Rights of Teachers to Representation**

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any party in interest, any School Representative, any member of the PR & R Committee or any other participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at Levels Two and Three of the formal grievance procedure by a person of his/her own choosing, except that he may not be represented by a representative of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure.

**H. Miscellaneous**

1. If, in the judgment of the PR & R Committee, a grievance affects a group or class of teachers, the PR & R Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.
2. Decisions rendered at all levels of the formal grievance procedure shall be in writing setting forth the decision and the reasons therefor. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section F, Paragraph 4.
3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.
4. Forms for filing and processing grievances and other necessary documents, made with the approval of the Association, shall be prepared by the Superintendent and made available through the Association School Representative and the PR & R Committee, so as to facilitate operation of the grievance procedure.
5. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder shall be pursuant to the foregoing grievance and arbitration procedure, provided, however, that nothing contained herein shall deprive any teacher of any legal right which he/she presently has.

**I. Just Cause**

No teacher will be disciplined, reprimanded or suspended without just cause.

**LEDYARD PUBLIC SCHOOLS  
TEACHER SALARY SCHEDULE  
2013-14**

<b>STEP</b>	<b>B.A.</b>	<b>B.A. + 30 OR M.A.</b>	<b>M.A. + 30, 6th Year or Second M.A.</b>	<b>Ph.D.</b>
1	\$44,926	\$47,081	\$51,192	\$55,110
2	\$46,539	\$48,991	\$53,131	\$57,080
3	\$48,210	\$50,978	\$55,143	\$59,120
4	\$49,941	\$53,046	\$57,232	\$61,233
5	\$51,735	\$55,198	\$59,399	\$63,421
6	\$53,592	\$57,437	\$61,649	\$65,688
7	\$55,517	\$59,767	\$63,984	\$68,036
8	\$57,510	\$62,191	\$66,407	\$70,467
9	\$59,575	\$64,714	\$68,922	\$72,986
10	\$61,714	\$67,339	\$71,532	\$75,594
11	\$63,930	\$70,071	\$74,241	\$78,296
12	\$66,226	\$72,913	\$77,053	\$81,094
13	\$68,604	\$75,871	\$79,971	\$83,993
14	\$71,067	\$78,948	\$83,000	\$86,995
15	\$73,619	\$82,151	\$86,144	\$90,104

**LEDYARD PUBLIC SCHOOLS  
TEACHER SALARY SCHEDULE  
2014-15**

<b>STEP</b>	<b>B.A.</b>	<b>B.A. + 30 OR M.A.</b>	<b>M.A. + 30, 6th Year or Second M.A.</b>	<b>Ph.D.</b>
1	\$45,528	\$47,712	\$51,878	\$55,848
2	\$47,163	\$49,647	\$53,843	\$57,845
3	\$48,856	\$51,661	\$55,882	\$59,912
4	\$50,611	\$53,757	\$57,998	\$62,053
5	\$52,428	\$55,937	\$60,195	\$64,271
6	\$54,310	\$58,207	\$62,475	\$66,568
7	\$56,260	\$60,568	\$64,841	\$68,947
8	\$58,281	\$63,025	\$67,297	\$71,411
9	\$60,373	\$65,581	\$69,845	\$73,964
10	\$62,541	\$68,241	\$72,491	\$76,607
11	\$64,787	\$71,010	\$75,236	\$79,345
12	\$67,113	\$73,890	\$78,086	\$82,181
13	\$69,523	\$76,887	\$81,043	\$85,118
14	\$72,019	\$80,006	\$84,112	\$88,160
15	\$74,605	\$83,252	\$87,298	\$91,311

**LEDYARD PUBLIC SCHOOLS  
TEACHER SALARY SCHEDULE  
2015-16**

<b>STEP</b>	<b>B.A.</b>	<b>B.A. + 30 OR M.A.</b>	<b>M.A. + 30, 6th Year or Second M.A.</b>	<b>Ph.D.</b>
1	\$46,243	\$48,461	\$52,692	\$56,725
2	\$47,903	\$50,427	\$54,688	\$58,753
3	\$49,623	\$52,472	\$56,759	\$60,853
4	\$51,405	\$54,601	\$58,909	\$63,027
5	\$53,251	\$56,816	\$61,140	\$65,280
6	\$55,163	\$59,120	\$63,456	\$67,613
7	\$57,144	\$61,519	\$65,859	\$70,030
8	\$59,196	\$64,014	\$68,353	\$72,533
9	\$61,321	\$66,611	\$70,942	\$75,125
10	\$63,523	\$69,313	\$73,629	\$77,810
11	\$65,804	\$72,124	\$76,417	\$80,591
12	\$68,167	\$75,050	\$79,312	\$83,471
13	\$70,614	\$78,094	\$82,315	\$86,455
14	\$73,150	\$81,262	\$85,433	\$89,545
15	\$75,776	\$84,559	\$88,669	\$92,745



**LEDYARD BOARD OF EDUCATION**

**Notice to  
All Employees, Students and Parents  
Regarding  
Sex Discrimination Policy**

**Section 110, Title IX  
Regulations**

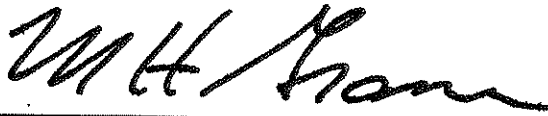
The Ledyard Board of Education does not knowingly condone discrimination on the basis of sex in employment or assignment in the programs or services it provides or operates.

Inquiries regarding compliance, including the receipt and investigation of any complaint alleging non-compliance may be directed to the Superintendent of Schools or the Assistant Superintendent of Schools in the Superintendent's absence, Ledyard Board of Education, 4 Blonder Boulevard, Ledyard, Connecticut, 06339.  
Telephone Number: (860) 464-9255.

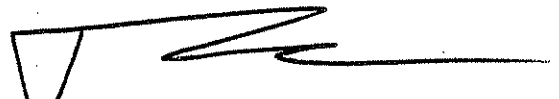
**Memorandum of Agreement  
Between  
The Ledyard Education Association  
And  
The Ledyard Board of Education**

The Ledyard Board of Education (hereinafter "Board") and the Ledyard Education Association (hereinafter "Association") do hereby agree to the following:

*Section 110.4—General Provisions will be amended regarding the distribution of the contract to Association members. The Board and Association agree that each teacher will be provided an electronic copy of the Agreement and only a limited number of copies will be printed and made available in each school's Principal Office.*



**Ledyard Board of Education**



**Ledyard Education Association**

2/28/13

Date

2/27/13

Date