

MONTVILLE BOARD OF EDUCATION

- and -

MONTVILLE EDUCATION ASSOCIATION

September 1, 2015 – August 31, 2018



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PREAMBLE

- A. This agreement is negotiated under Section 10-153a through 10-153g of the General Statutes of the State of Connecticut, as amended, in order (a) to fix for its term the salaries and 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.

It is understood by all parties that, under the rulings of the courts of the State of Connecticut and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.

The parties agree to follow the procedures outlined in this agreement and to use no other channel to resolve any question or proposal until the procedures within this agreement are fully exhausted.

In all areas of administrative responsibility directly designated or implied, the administrator shall have the decision-making authority associated with the responsibility. In case of conflict in this area, the grievance procedure as outlined in this contract will apply. The judgment made by the higher authority shall prevail until such time as the conflict is resolved.

In all matters calling for the exercise of judgment or discretion on the part of the Board, the decision of the Board shall be final and binding.

- B. The Board and the Association recognize the importance of responsible participation by the entire professional staff in the process, planning, development and growth of the educational program.

The Board encourages recommendations from professional groups and individuals through established procedures as it adapts to the growth and development of Montville's educational program.

- C. **Board Prerogatives.** The Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to manage the public schools in the Town of Montville in all aspects including, but not limited to, the following: to maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of Montville; to give the children of Montville as many advantages as may be practicable; to decide the need for school facilities; to determine the school calendar; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to decide the length of the school day and the number of days in the school year when students are in attendance; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ and promote teachers, specialists and other personnel; to suspend, demote or dismiss same for just cause in the manner provided by statute or Board policy; to designate the schools which

shall be attended by the various children within the town; to make such provisions as will enable each child of school age residing in the town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to decide the employment year; to prescribe rules for the management, studies, classification and discipline for the public schools; to determine the class size; to establish the curriculum; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefor; to establish the work day; to approve plans for school building; to prepare and submit budgets and, in its sole discretion, expend monies appropriated by the town for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable.

- D. Previously adopted policies, rules or regulations in conflict with this agreement are superseded by this agreement, but this shall not limit the Board in the adoption of policies not inconsistent with this contract.

ARTICLE I RECOGNITION

Subject to, and in accordance with the provisions of the Connecticut General Statutes, Section 10-153b, the Board recognizes the Association for the purposes of professional negotiation as the exclusive representative of all its full-time certified professional employees who are employed by the Board in positions requiring a teaching or special services certificate, and those teachers holding a Durational Area Shortage Permit (DSAP) but who are not included in the administrators' unit or excluded from the purview of Sections 10-153a to 10-153g of the General Statutes.

ARTICLE II SPECIFIC PERFORMANCE

In the event of a breach or contemplated breach of any of the terms or provisions of this agreement, either party shall have the right to institute and prosecute an action in a court of competent jurisdiction to secure an order or decree directing the specific performance hereof or enjoining such breach. Such equitable relief shall be in addition to any award of damages which would otherwise obtain.

ARTICLE III PROFESSIONAL NEGOTIATIONS

- A. The parties hereto recognize the need to anticipate future agreements and the town and board budgetary requirements.

- B. The Board and the Association agree to negotiate in good faith pursuant to Section 10-153a - 10-153g of the Connecticut General Statutes, as amended, to secure such successor agreement with respect to salaries, hours, and other conditions of employment as defined in said statutes. This agreement so negotiated shall be reduced to writing and signed by the Board and the Association.
- C. During negotiations the Board and the Association shall exchange points of view and proposals and counter-proposals. Either party may, if it so desires, utilize the services of outside consultants, provided, however, that if such consultants are to be present at negotiations the other party shall be advised at least five (5) days beforehand. The aforementioned "other party" may then be entitled to have consultants without giving notice. It is agreed that both parties shall negotiate in good faith.

ARTICLE IV
SEVERABILITY

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

ARTICLE V
GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of teachers. Both parties agree that proceedings shall be kept as confidential as is appropriate.

B. Definitions

1. A grievance is any complaint by a teacher that his/her rights have been violated by the misapplication of this collective bargaining agreement, except for a complaint by a non-tenure teacher which arises by reason of his/her not being re-employed or termination of a tenured teacher which is governed by Section 10-151 of the General Statutes.
2. "Party in interest" shall mean the Board, the Association and the teacher or teachers filing the grievance.
3. "Days" shall mean days when school is in session, except between May 1 and the beginning of the next school year, when days shall be all days of the week.

4. Teachers - all personnel as defined in Article I (Recognition).

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the President of the Association and the Superintendent.
2. If a teacher does not file a grievance in writing within fifteen (15) days after s/he knew, or should have known, of the act or condition on which the grievance is based, then the grievance shall be considered to have been waived.
3. Failure by the teacher at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at the level.
4. Failure by the school Principal or the Superintendent of Schools to respond to a grievance within the specified time limits shall result in an automatic appeal to the next level. Failure by the Board of Education to respond to a grievance within the specified time limits shall automatically allow the association to appeal to level four -- arbitration.

D. Informal Procedures

If a teacher feels that s/he may have a grievance, s/he will first discuss the matter with his/her immediate superior in an effort to resolve the problem informally.

E. Formal Procedures

1. Level One - School Principal
 - (a) If the teacher is not satisfied with the outcome of the informal procedures, s/he may present his/her claim as a written grievance to his/her principal within fifteen (15) days after s/he first knew of the act or condition upon which the grievance is based.
 - (b) The principal shall, within five (5) days after receipt of written grievance, render his/her decision in writing, stating that the grievance is either upheld or denied, with copies given to the teacher, the president of the Association (if requested by the teacher) and the Superintendent of Schools.

2. Level Two - Superintendent of Schools

- (a) If the teacher is not satisfied with the disposition of his/her grievance at Level One, s/he may, within five (5) days after receipt of the principal's written decision, file an appeal in writing to the Superintendent and such writing shall set forth specifically the act or condition on which the grievance was based in Level One, the section of the contract alleged to be involved, its disposition at Level One and the grounds upon which the appeal is based and the remedy requested.
- (b) The Superintendent and/or his/her representative shall meet with the teacher and an Association representative (if requested by the teacher) within ten (10) days of receipt by him/her of such appeal and shall give his/her decision in writing to the teacher and the president of the Association (if requested by the teacher) within ten (10) days of such meeting stating that the grievance is either upheld or denied.

3. Level Three - Board of Education

- (a) In the event that the teacher is not satisfied with the disposition of his/her grievance at Level Two, s/he may, within five (5) days after the decision, file a written grievance indicating such dissatisfaction with the chairman of the Board of Education.
- (b) After receiving the written grievance the Board or a committee of the Board shall schedule a meeting to be held within twenty (20) days with the teacher and an Association representative (if requested by the teacher) for the purpose of resolving the grievance. However, the ultimate decision on the grievance shall be rendered by the Board. The decision should be given in writing to the teacher and the president of the Association (if requested by the teacher) within ten (10) calendar days of said meeting stating that the grievance is either upheld or denied.

Nothing contained above shall be construed as preventing the Superintendent at Level Two or the Board at Level Three from requiring the involved principal and/or immediate supervisor to be present.

4. Level Four - Arbitration

- (a) If the teacher is not satisfied with the disposition of his/her grievance at Level Three, s/he may within five (5) days after the decision, request in writing to the president of the Association that his/her grievance be submitted to arbitration.
- (b) The Association may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board and the

Superintendent in writing. The Superintendent and the Association shall attempt to agree on an arbitrator to hear the dispute. If no agreement is reached within ten (10) calendar days, the Association shall file a demand for arbitration under the Voluntary Arbitration Rule of the American Arbitration Association which shall act as the administrator of the proceedings.

- (c) The arbitrator shall hear and decide only one grievance in each case. S/he shall be bound by and must comply with all of the terms of this agreement. S/he shall have no power to add to, delete from or modify in any way any of the provisions of this agreement.
- (d) The arbitrator shall, within thirty (30) days after the hearing, render his/her decision in writing to the Board and the Association setting forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding on both parties.
- (e) the costs for the services of the arbitrator shall be borne equally by the Board and the Association.

F. Rights of Teachers to Representation

- 1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.
- 2. Only the Association may appeal an unresolved grievance to arbitration under this agreement.
- 3. It is understood that the teacher shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board and administration until such grievance and any effect thereof shall have been fully determined.
- 4. The Board and the teacher or the Association may utilize the service of a bona fide professional consultant at any level of this procedure. Should either party seek such a consultant, a notice in writing to this effect will be forwarded to the other party or parties within three (3) days of the scheduled meeting and the other party may then be similarly represented without notice.

G. Miscellaneous

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

2. Forms for filing and processing grievances shall be prepared by the superintendent and distributed to the Association so as to facilitate operation of the grievance procedure.
3. The Association, its members, representatives or agents shall not interfere, restrain or coerce the Board, its members, representatives, agents and superintendent in the performance of their respective duties and obligations imposed upon them by the laws of the State of Connecticut and the Town of Montville.
4. The President of the Montville Education Association shall be notified in writing of any grievance presented by a teacher and the decision at each level of the formal procedure.
5. Any dispute not covered by this agreement may be grieved through Level Three. The decision in Level Three shall be final and binding.
6. The Montville Education Association agrees to be bound by Section 10-153e of the Connecticut General Statutes.

ARTICLE VI
PERSONAL DAYS

- A. Any teacher shall be allowed eight (8) days leave, non-cumulative, with no pay deductions for any one of the following reasons:
1. Death or illness in the immediate family
 2. Religious requirements.
 3. Legal requirements, including one day for marriage of self.
 4. Birth of a child by spouse (five day maximum).
 5. College graduation of teacher, or the spouse or children of a teacher or college visitation for the child of a teacher, or attendance at school events of teacher's children (two day maximum).
 6. One personal day per year may be taken for one of the above reasons, without stating the reason in the request for leave as long as it is not the first or last day of school or used to extend a school vacation.
 7. A request for a personal day(s) shall be submitted to the principal in writing, at least three (3) work days in advance.

- B. Immediate family consists of wife, husband, father, mother, grandparents, grandchildren, brother, sister, father-in-law, mother-in-law, son, daughter, spouse's son and daughter, son-in-law, daughter-in-law, aunts and uncles, nieces and nephews, brothers-in-law, sisters-in-law, and grandparents-in-law.
- C. Upon request, the Superintendent is authorized to grant additional days leave for any reason he believes meritorious.

ARTICLE VII
SICK LEAVE

- A. Each certified professional employee shall be entitled to fifteen (15) days of sick leave in each school year. Unused sick leave shall be accumulated from year to year to a maximum of 180 days.
- B. All teachers shall be notified of sick leave accumulation by October 1 of each year.
- C. If a teacher retires under the provisions of Section 10-183 of the Connecticut General Statutes or any amendments or substitutions thereto, such teacher shall, in addition to all other benefits due, be paid a sum of money equivalent to one half the number of days of sick leave accumulated by such teacher under the authority of this Article, but not to exceed 90 days. Payment for such days will be at the rate of 1/180 of the annual salary of such teacher and shall be made within thirty (30) days of retirement. Teachers wishing to retire and get the benefits of this section shall notify the Superintendent by May 1 of the previous school year. Failure to provide such timely notification shall entitle the Superintendent at his/her discretion to defer such payment until the next fiscal year without interest. A teacher may elect to defer receipt of payment of these funds until January of the following calendar year.
- D. Accumulated sick days for members of the MEA will be frozen on August 31, 1998. Thereafter, sick days will not be accumulated for purposes of retirement benefit. "Frozen" means that the number of accumulated days is fixed and may not increase for purposes of retirement pay-out after August 31, 1998. However, a qualified employee may use those days for sick pay purposes and replenish them for retirement pay-out purposes to the extent possible up to the "frozen" number before retiring.
- E. Teachers hired after August 31, 1995 will not accumulate sick days for purposes of retirement benefit.
- F. The Board and the Association recognize that teachers are entitled to leave for maternity-related disabilities in accordance with Section 46a-60 of the Connecticut General Statutes, as amended.
- G. Sick Leave Bank:

1. Any teacher in the Montville Public Schools shall be permitted to contribute two (2) days from his/her sick leave allocation/accumulation reserve to a "Sick Leave Bank" which shall be established to aid/assist administrators who suffer prolonged illness and whose sick leave accumulation has been exhausted.
2. Applications for membership will be accepted annually from September 1-15 of each school year. Teachers may apply for Bank days only after completing one (1) year of service in the Montville Public Schools.
3. Any teacher who does not enter the 'Bank' during the eligibility period and enters at a later date shall be required to transfer two (2) days from their accumulated sick leave for each year of which they were eligible to enter the 'Bank' and chose not to.
4. The 'Bank' shall be built up to a maximum of six hundred (600) days.
5. Any person retiring or choosing to withdraw from the 'Bank' shall not be allowed to withdraw contributed days. Days contributed remain assets of the Sick Leave Bank.
6. A list of 'Sick Leave Bank' members shall be forwarded to the president of the MEA and copies will be available for posting in each teacher's room.

Procedures for Sick Leave Bank:

1. Any teacher who is a member of the 'Sick Leave Bank' having exhausted or in the process of exhausting his/her available sick leave, may apply for additional leave from the 'Sick Leave Bank' upon filing a form to the Office of the Superintendent.
2. Any and all requests shall be reviewed by the "Committee" to ascertain whether sick leave days may be awarded from the 'Bank.' Decisions made by the 'Committee' are final, binding and not subject to the grievance procedure. The Committee is responsible for ensuring that any leave granted from the Bank meets the criteria set forth in the Board policy.
3. No teacher will be permitted to request more than one school month of sick leave at any given time. If leave is expected to exceed one school month, an additional request must be submitted in writing to the Office of the Superintendent of Schools.
4. The "Committee" shall include the Superintendent of Schools (or designee), a teacher and administrator from the building where the requesting teacher is employed and a member appointed by the Montville Education Association. Therefore, the "Committee" membership will be four (4) individuals.

H. Child Rearing Leave

Any bargaining unit member who has attained tenure as provided under Section 10-151 of the General Statutes, as amended, may apply for and may be granted a leave of

absence for the purpose of child rearing following the birth or adoption of a child. Such leave shall begin within six weeks after the birth or adoption of the child and may continue for the balance of the school year, but not exceed the balance of the school year if the leave is begun before February 1. If begun after February 1 the balance of the current school year and the following one-half school year may be granted as leave. All leave granted under this provision shall count toward the teacher's entitlement to leave under the Family and Medical Leave Act ("FMLA").

1. The staff member must apply for the leave at least 30 days prior to the start of the requested leave. The application must specify whether the requested leave is for one half or one full year.
2. There shall be no compensation or fringe benefits paid or provided during this leave period, provided that group insurance coverage available to the teacher under this agreement may be continued if the teacher pays (a) his or her share of the cost during the period of leave covered by the FMLA on a monthly basis and (b) thereafter, the full cost of premiums for such coverage on a monthly basis.
3. Experience credit on the salary schedule shall be granted to a staff member, up to one year, provided the staff member teaches at least one-half of the workdays in the prior year.
4. Credit toward seniority in the bargaining unit shall continue during the entire period of this leave.
5. Accumulated unused sick leave possessed at the start of the leave shall be restored upon the end of the leave, but additional amounts of sick leave shall not be credited for the period of the leave.
6. Staff members returning from child rearing leave shall, upon the conclusion of the leave, be assigned to a position for which they are qualified, provided the teacher has acquired the necessary seniority. The Superintendent shall give due consideration to assigning the returning teacher to the position held prior to the start of the leave. Failure to accept an offered position or failure of the staff member to apply for reinstatement in the system upon the conclusion of the leave period shall be accepted as a notice of resignation and shall be so treated.
7. Non-tenured staff members may apply for child rearing leave under the above procedures. If the non-tenured staff member is eligible for leave under the FMLA, leave shall be granted to the extent and under the conditions of the FMLA. However, the decision as to whether to grant or deny any additional leave shall be made by the Superintendent or designee in his/her sole and absolute discretion, and denials shall not be subject to the grievance procedure.

ARTICLE XIII
CONFERENCE LEAVE

- A. When it is evident that the convention or conference attendance or the observation of an activity in another school building or school system will contribute to the effectiveness of the instructional program, the Superintendent may grant convention or conference leaves or permission to observe an activity in another school building or school system to teachers without loss of pay. All requests are to be submitted two weeks in advance to the Superintendent in duplicate on Conference Request Forms which shall be made available at the offices of each individual school.
- B. If the request is denied, the teacher may substantiate the need for the conference or institute in writing and if desired in a personal interview, submitting the request to the department head for approval, then the principal, then the Superintendent. All requests are to be submitted two weeks in advance.
- C. The Board agrees to reimburse all teachers attending a convention or conference or observing activities in another school system as follows:
- Reimbursement is granted only upon completion of a Conference Request Form which may then be approved by the principal and the Superintendent. Reimbursement will be granted for approved expenses only and, if possible, shall be paid within thirty (30) days after the leave ends. The amount of reimbursement shall be limited solely to the extent of the initial request for reimbursement.
- D. Such leave will be considered professional leave and will not be charged to the individual teacher's personal days.

ARTICLE IX
MILITARY LEAVE

Teachers called for military service shall be granted leave as provided by State and Federal law.

ARTICLE X
JURY DUTY

A teacher who is called to jury duty shall promptly notify the Superintendent while school is in session. When the teacher is performing jury service, the teacher shall be granted leave with pay. This leave shall not be deducted from sick leave or from personal days. The teacher shall receive a rate of pay equal to the difference between the professional salary and the jury fee.

ARTICLE XI
GENERAL LEAVE

- A. Upon request and approval of the Superintendent at his or her discretion 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. Return shall be to a position for which the teacher is certified and qualified, but not necessarily to the same assignment. Such determination is at the discretion of the Superintendent. Requests must be submitted in writing to the Superintendent at least thirty (30) days before leave is to commence. The Superintendent's determinations with respect to approval of extended leave and assignment upon return shall not be subject to the grievance and arbitration provisions of this Agreement.
- B. While on leave teachers may purchase at their own expense under COBRA any or all of the health insurance benefits provided to them. While on leave the teacher's seniority and other accrued benefits will not be reduced.

ARTICLE XII
RELEASED TIME

Teachers may be excused from after school activities if such activities are in conflict with a scheduled college or university class in which the teachers are enrolled.

When the President of the Association is a teacher at the Middle School, the President of the Association shall be released with pay to perform the duties of the office for one teaching/duty period of up to 45 minutes per day. When the President of the Association is a teacher at the High School, the President of the Association shall be released with pay to perform the duties of the office for one teaching/duty period of up to 86 minutes every other day. If the President of the Association is a teacher at the Elementary School, the Association and the Union shall work out an arrangement for release to perform Union duties based on the circumstances existing at that time.

ARTICLE XIII
PROTECTION OF TEACHERS

- A. Teachers shall report immediately in writing to their principal and to the superintendent's office all cases of assault suffered by them in connection with their employment.
- B. Such report shall be forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in its possession not privileged under law which relates to the incident or the persons involved.

- C. The Board shall indemnify teachers as provided in Section 10-235 of the Connecticut General Statutes.
- D. Whenever a teacher is absent from school as a result of personal injury caused by an assault arising out of and in the course of his/her employment, s/he shall be paid his/her full salary for a reasonable period of time 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 workmen's 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 the teacher is temporarily disabled from performing his/her duties as a result of the assault. In the event the teacher is dissatisfied with the conclusions of such physician, such teacher shall have the right to be examined by a physician of his/her own choice. If the two physicians conducting the examination disagree as to the length of time that the teacher is disabled from performing his/her duties as a result of the assault, a third doctor agreeable to the Board and the teacher shall examine the teacher and shall make a final and binding determination as to the length of the disability. The cost of the services of such third physician shall be divided equally between the Board and the teacher.

ARTICLE XIV
PERSONAL INJURY BENEFITS

- A. Whenever a teacher is absent from school as a result of bodily injury caused by an accident arising out of and in the course of his/her employment, s/he shall be paid his/her full salary for a reasonable period of time less the amount of any workmen's compensation award made for temporary disability due to said injury and no part of such absence shall be charged to his/her annual or accumulated sick leave.
- B. 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 the teacher is temporarily disabled from performing his/her duties as a result of the injury. In the event the teacher is dissatisfied with the conclusions of such physician, such teacher shall have the right to be examined by a physician of his/her own choice. If the two physicians conducting the examination disagree as to the length of time that the teacher is disabled from performing his/her duties as a result of the injury, a third doctor agreeable to the Board and the teacher shall examine the teacher and shall make a final and binding determination as to the length of the disability. The cost of the services of such third physician shall be divided equally between the Board and the teacher.
- C. In the event of any payment under this policy the Board shall be subrogated to all the teacher's rights of recovery therefor against any person or organization and the teacher shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The teacher shall do nothing after the injury to prejudice such rights.

ARTICLE XV
TEACHING ASSIGNMENTS

- A. Teachers initially employed by the Board shall receive their building, grade and/or subject assignments from the superintendent's office.
- B. Teachers already in the system shall receive notification of their programs for the ensuing year prior to the close of the current school year.
- C. Teachers shall be notified in writing of any changes in their programs and schedules for the ensuing school 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 or assignments that they will have. In the event of a change in circumstances or conditions during the months of May through August (budgetary changes, resignations, death, promotion and leave of absence), such assignments may be changed only as required thereby with prompt notice in writing to the teacher.
- D. In the determination of assignments, seniority of the teacher in the Montville School system shall be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.
- E. Confirmation of receipt of applications and disposition of same shall be given to all applicants within a reasonable time.

ARTICLE XVI
TEACHER VACANCIES AND TRANSFERS

All vacancies and newly created positions will be posted. Postings shall be made electronically. For the purposes of this Agreement, a vacancy shall be defined as "an opening at a professional teacher-certified position which has arisen through a resignation, transfer or creation of a new position, or any other classroom or program opening."

Changes in grade level within area of certification within a particular building are subject to the discretion of the Administration and not subject to the procedures contained herein.

Vacancies may be filled under one of the following three (3) methods:

- (1) Voluntary Transfer
- (2) Involuntary Transfer
- (3) Posting

The following procedures shall apply:

- (1) Voluntary Transfer

- a. The Superintendent will make an analysis of staff needs and potential vacancies for the upcoming year. The list of positions which the administration anticipates may be open within the district for the upcoming school year shall be made available to all teachers on the district's intranet, and e-mailed to the Association President and all teachers. The Superintendent and the Association President shall meet to discuss this list and the timetable for making decisions on transfers. This meeting is informational and not subject to the grievance process. The parties recognize that the Superintendent and Association President will be the primary representatives for this meeting except in case of an emergency or other extreme extenuating circumstances.

- b. Within ten (10) days of receipt, a teacher who is interested in a transfer to another school or grade level for which he/she is certified shall put the request for transfer in writing and submit it to the Superintendent by e-mail. All requests must be received by the Superintendent's office no later than March 1 of each year. No requests for transfer will be honored after this date. Any positions that open after this date will be filled through the original requests, then involuntary transfer, and finally via postings. In the event that a teacher fails to express their interest in transfer prior to the March 1 deadline, he or she may not subsequently apply to the open vacancy to fill a position for the start of the school year.

A request shall be made

1. indicating which positions on the list the teacher is interested in

2. indicating in a separate section interest in other positions that may become available whether or not they are currently listed as an opening on the above list, since other openings may become available after the initial filling of vacancies on the list.

3. the request to be considered for transfer shall include the following:
 - a) the school(s) in order of preference to which transfer is desired;
 - b) the grade and/or subject desired;
 - c) all current certification endorsements.

- c. Consideration shall be given in filling positions on the basis of length of service in the system and the best interests of the school system. The request for a transfer in accordance with b above shall be honored provided the applicant is, in the judgment of the Superintendent, qualified to fill the position and it is in the best interests of the school system.

Among two (2) or more qualified applicants whom the Superintendent determines have equal qualifications for the vacancy, preference will be shown to the teacher with more seniority in the Montville Public Schools.

d. Tie Breaker

If two teachers have the same seniority date, the tie shall be broken based on the greatest number of credits beyond the Bachelor's degree.

(2) Involuntary Transfer

If none of the candidates who requested transfer are qualified for the position, or there are no requests for transfer to a position, an involuntary transfer may be made.

When involuntary transfers are necessary, length of service in the Montville system shall be considered in determining which teacher is to be transferred. Teachers being involuntarily transferred will be transferred to a comparable position, if such a position is available and in the best interest of the school system. This provision shall not apply if the involuntary transfer is for performance reasons.

An involuntary transfer shall be made only after a meeting with the teacher involved, the Association President, and the Superintendent at which time the teacher shall be notified of the reasons for the transfer. The parties recognize that the Superintendent and Association President will be the primary representatives for this meeting except in case of an emergency or other extreme extenuating circumstances.

(3) Vacancies

In the event a position is not filled through the voluntary or involuntary transfer process, the position shall be posted for a minimum of a three (3) day period. Members may apply as part of the general applicant pool.

The posting will include a general description of the current duties and responsibilities, and the certification and other bona fide qualifications for the assignment required. During the school year, the posting shall also be placed on the intranet for no less than three (3) days.

Any vacancies which occur after August 1, and during the school year shall be filled in the manner the Superintendent deems to be in the best interests of the school system.

ARTICLE XVII
DIFFERENTIAL OR SUPPLEMENTAL PAY POSITIONS

- A. Positions as used in this section mean any position within this bargaining unit which pays a salary differential or supplementary pay.
- B. Vacancies of position which are caused by death, retirement, discharge, resignation or by the creation of a new position shall be filled pursuant to the following procedures:
 - 1. The existence of vacancies of position shall be adequately publicized within the system, including a notice placed in every school at least one week in advance of filling the vacancy. Where need to fill a vacancy of position arises during the summer months, notification shall be made by e-mail to the MEA president or his/her designee. Positions shall be filled in the discretion of the Superintendent of Schools based on the best interest of the District.
 - 2. Said notice of vacancy of position shall clearly set forth the qualifications for the position.
 - 3. Notification that the vacancy has been filled shall be given to the MEA President.

ARTICLE XVIII
TESTS

Standardized tests which are capable of being machine scored shall be machine scored.

ARTICLE XIX
NON-TEACHING DUTIES

- A. Except as otherwise provided herein, teachers may be required to perform non-teaching duties to assist in the administration of the school system. No such duties shall be allowed to restrict or diminish the right of each teacher to have an uninterrupted duty free lunch period each day of at least thirty (30) minutes.
- B. Teachers shall not be required to perform any of the following tasks:
 - 1. Clean or repair school property and facilities or do custodial work.
 - 2. Collect money for charities, parent-teachers association, student lunches or school insurance programs. Teachers may, however, collect donations for activities which benefit the school or school district.
 - 3. Supervise the student lunch period in the cafeteria. The Association will provide an adequate number of teachers from each school who will, under the direction of

the principals, assist in providing training and instruction to the monitors who are assigned to supervise the cafeteria. Teachers will be available, upon request, for assistance in handling any unexpected disciplinary problem or abnormal situation that may develop during the lunch period.

4. Supervise the student noon recess. Teachers will, under the direction of the principals, assist in providing training and instruction to the monitors who are assigned to supervise the noon recess. Teachers will be available, upon request, for assistance in handling any unexpected disciplinary problem or abnormal situation that may develop during the noon recess period.
5. Supervision of students arriving and departing by bus shall not be required. However, teachers will be available to assist with bus duty in special circumstances as determined by the principal. Such assistance will not result in lengthening the school day.

ARTICLE XX **TEACHER FACILITIES**

The Board shall provide an appropriate furnished room to be used as a faculty lounge.

ARTICLE XXI **FACILITIES FOR PREPARING INSTRUCTIONAL MATERIALS**

- A. At least one copier and one computer shall be provided in each school for the use of teachers in preparing instructional materials. At those schools which regularly have more than thirty (30) teachers, additional computers shall be provided at a ratio of one to thirty (30) teachers or fraction thereof. All such equipment shall be kept in serviceable condition at all times.
- B. Teachers shall take reasonable care of such equipment, shall return same to its assigned storage area and replace cover on all equipment so provided. Any defects, malfunctions or inadequacies in equipment shall be immediately reported to the principal.

ARTICLE XXII **PLAN BOOKS**

Plan books of the teacher's choice are to be kept by all teachers at least two days in advance of each lesson. They shall be available for the Superintendent, Principal and substitute teacher.

ARTICLE XXIII
FACULTY MEETINGS AND SCHOOL EVENTS

- A. The Superintendent and the Association agree that a teacher's primary responsibility is to teach and his/her energy should be utilized to that end. However it is also agreed that the learning community extends beyond the classroom. Teachers shall attend parent-teacher conferences, open house or back-to-school night (except if excused by the principal) and are encouraged to attend promotion and/or graduation ceremonies or other events intended for Montville students.
- B. Notice of school faculty meetings shall be given three (3) school days in advance of such meetings. Principals shall have the right to call emergency meetings at any time during the school day.

ARTICLE XXIV
STAFF SALARIES

The salaries of all teachers covered by this Agreement are set forth in the Appendices attached hereto and made part of this Agreement.

ARTICLE XXV
PLACEMENT ON THE SALARY SCHEDULE

- A. In placing a new hire on the salary schedule, the teacher may be credited with one-half of his/her experience level up to the maximum number of steps on the salary schedule.
- B. A teacher shall be advanced on the salary schedule for military service up to a maximum of three (3) years. Each unit of twelve (12) months will be recognized for service payments.
- C. Any teacher who has previously taught a fractional part of a school year at any school accredited by the Connecticut State Board of Education and the Connecticut Retirement Board amounting to ninety (90) days or more may receive credit for one (1) full year of experience on the salary schedule.
- D. The Superintendent must be notified by March 1 if a teacher expects to complete work that would result in eligibility for placement on the next level of pay on the salary schedule.
- E. A transcript(s) from the college(s) certifying that the teacher has completed the work successfully is to be given to the Superintendent.
- F. Any teacher who is not employed for at least one-half (1/2) of the scheduled days in the school year will not advance to the next step on the salary schedule.

- G. The Superintendent may grant up to five (5) years credit on the salary schedule for non-teaching experience that is relevant to the position in the Montville Public Schools.

ARTICLE XXVI
SALARY LEVEL DEFINITIONS

- A. Levels of pay:
1. Level I: Bachelor's Degree, with certification for the area in which employed.
 2. Level II: Master's Degree or Thirty (30) hours beyond Level I approved by the Board.
 3. Level III: Sixth Year Certificate or sixty (60) hours of Board approved credits beyond Level I or thirty (30) hours of Board approved credits beyond Level II.
 4. Level IV: Ph.D., Doctor of Education, or ninety (90) hours of Board approved credits beyond Level I or sixty (60) hours of Board approved credits beyond Level II or thirty (30) hours of Board approved credits beyond Level III.

All credits must be earned at a college or university which is accredited by a the Connecticut Department of Higher Education or by a regional or national accrediting agency recognized by the U. S. Department of Education.

For purposes of salary placement, credit for "Montville University" course work earned prior to September 1, 2013, may be substituted for credit earned at an accredited college or university subject to the following:

- a) the credits are related to the employee's area of teaching or other responsibilities to the school district or part of a planned program of study approved by the Superintendent or his designee;
- b) the Superintendent or his designee has approved the course and approved the teacher's enrollment in the course; and
- c) credits are approved by the Board.

Effective on and after July 1, 2009, the maximum number of "Montville University" credits which may be used for salary placement is fifteen (15) credits.

No teacher shall be reduced in salary level or be denied step advancement on the salary schedule as a result of changes made in this Section during the 2006 negotiations.

"Montville University" course work taken on or after September 1, 2013, may not be used for purposes of salary placement or advancement.

B. Recognition of credits:

For every fifteen (15) credits approved by the Board completed between levels, the teacher will be paid one-half (1/2) the level differential; provided, however, that a teacher shall not be placed at a "plus 15" level if the credits are used to obtain certification. Official transcripts of these credits must be submitted to the superintendent's office by October 15th.

Only teachers employed on or before May 1, 2014 shall be eligible for the above salary placement based on an additional fifteen (15) credits. Teachers hired prior to May 1, 2014 may advance based on an additional fifteen credits only once prior to October 15, 2016.

Effective on and after October 15, 2016, no additional teachers shall be placed at a "plus 15" level on the salary schedule. Teachers who are on a "plus 15" level on or prior to October 15, 2016 shall remain on that level and continue to advance through the steps whenever there is step advancement negotiated for all teachers.

ARTICLE XXVII
PAYMENT OF TEACHERS

- A. Direct deposit of pay shall be issued in accordance with a pay schedule to be arrived at by consultation between the Board and the Association. In preparing such pay schedule reasonable efforts shall be made to have direct deposit made on days which are not school or bank holidays or vacation days. Pay schedules, when determined, shall be reduced to writing and posted on the school district's website.
- B. Deposits shall not be issued later than these scheduled dates and shall not be issued prior to the dates on the checks.
- C. Teachers shall receive the balance of their annual salary on their last day of work.
- D. Reimbursement to teachers resulting from their waiving insurance coverage (see Article XXXIII, Insurance Benefits, Section 9) will be paid to teachers by July 31 of each year.
- E. Termination pay shall be computed by the following formula:
- The daily rate of pay multiplied by the number of days employed less the amount already paid.
- F. The daily rate of pay is computed by dividing the annual salary by 186.

ARTICLE XXVIII
DUES DEDUCTION AND SERVICE FEE

A. Conditions of Continued Employment

All teachers employed by the Montville Board of Education shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal in amount to the portion of combined membership of the Montville Education Association, Connecticut Education Association and National Education Association dues required which represent the cost of collective bargaining, contract administration and grievance adjustment.

B. Deductions

The Montville Board of Education agrees to deduct from each teacher an amount equal to the Association membership dues by means of payroll deductions. The amount of the deduction shall be equal to the total Association membership dues divided by twenty (20) pay periods beginning in September. A list of the pay periods shall be provided to the Association prior to the start of the school year. The amount of Association membership dues shall be certified by the Association to the Board of Education prior to the opening of school 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. Resignation

The balance of the annual dues, if any, shall be deducted from the final deposit of any teacher resigning his/her position, receiving a leave of absence or terminating his/her employment after the opening of school.

E. Refunds

The right to refund to teachers monies deducted from their salaries under such authorization shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deduction.

F. Forwarding of Monies

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

G. Lists

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

H. Save Harmless

The Association shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, attorney's fees or other costs which may arise out of, or by reason of, actions taken against the Board as a result of the enforcement or administration of this Article.

ARTICLE XXIX
SAVINGS

The Board agrees to permit voluntary payroll deduction for teachers who enroll in the CORE Plus Teachers Federal Credit Union. The Board shall also continue to permit voluntary payroll deductions for tax sheltered annuity plans designated in accordance with Article XXXI and flexible spending accounts. Teacher authorizations shall be in writing and presented to the Superintendent at any time.

ARTICLE XXX
ANNUITY PLAN

- A. Teachers shall be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to the Internal Revenue Code.
- B. The Board shall be held harmless for any investments made to any authorized or unauthorized tax sheltered annuity agents, after the monies have been received, as well as for any investments made by such agents. The Board does not sanction or attest to the fiduciary soundness of any authorized or unauthorized tax sheltered annuity.

ARTICLE XXXI
INSURANCE BENEFITS

1. Health Insurance

- A. PPO Plan.

Teachers will be provided individual, individual plus one, or family health insurance coverage under a PPO Plan.

- There shall be a \$150 co-payment for outpatient surgery.
- There shall be a \$300 co-payment for any inpatient admission (general/medical surgical and maternity, mental health and substance abuse, rehabilitation facility, skilled nursing facility).
- The Durable Medical Equipment benefit shall be fifty percent (50%) with no annual maximum.
- Infertility benefits shall be limited to those required by State mandate.
- There shall be mandatory generic substitution on all prescriptions. See Appendix VI.
- The primary care physician office visit co-payment shall be \$30 per visit. *(Note that this co-pay does not apply to wellness visits.)*
- The co-payments for emergency services shall be as follows:
 - Walk-in Center - \$30
 - Urgent Care - \$75
 - Emergency Room - \$150 (waived if admitted)
 - HCD - \$75
- Prescription drugs shall be subject to the following co-payments:
 - \$10 for generic (Tier 1)
 - \$30 for brand name preferred or formulary drugs (Tier 2)
 - \$40 for brand name non-preferred or non-formulary drugs (Tier 3)
 - Twice the above co-payments for a 90-day supply by mail order

The existing \$2,000 calendar year maximum for prescription drugs shall remain in effect.

The prescription drug program shall be the MP4 plan, which includes the following provisions that modify or add to the existing program:

- Quantity Limits.
- Step Therapy.
- Prior Authorization.
- Refill Too Soon - 85% of prescription needs to be completed before refill.

B. Optional High Deductible Plan.

The Board shall offer a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) as an alternative to the PPO Plan, with enrollment voluntary on the part of a teacher. The key features of the HDHP/HSA Plan shall be as follows:

Deductible: \$2,000 individual/\$4,000 family combined for in-network and out-of-network (OON) services. In-network out-of-pocket maximum of \$3,000/\$6,000.

Co-insurance: 100% after deductible in-network/80% of maximum allowable amount after deductible OON up to out-of-pocket maximum of \$4,000 individual/\$8,000 family

Lifetime

Maximum: Unlimited in-network/\$1,000,000 OON

Preventive

Services: 100% (deductible does not apply)

Other:

100% after deductible in-network
80% after deductible OON

Prescription

Drugs: In network, after deductible, co-pays of:

- \$10 for generic
- \$30 for brand name preferred or formulary drugs
- \$40 for brand name non-preferred or non-formulary drugs
- Twice the above co-payments for a 90-day supply by mail order

OON, 80% after deductible

The prescription drug program shall be the same MP4 plan as for the PPO.

The Board shall contribute to an employee's Health Savings Account up to \$1,000.00 annually for an individual and up to \$2,000.00 annually for an employee with family coverage. The Board's contribution shall be made monthly during the school year (ten months), on a prorated basis. An employee may contribute to the Health Savings Account an additional amount provided that total Board and employee contributions may not exceed the amount permitted by law. Each employee shall set up his/her own Health Savings Account and shall execute an authorization for direct deposit of Board contributions to said account.

2. Dental Insurance. Blue Cross Full Service Dental Plan will be provided for the individual and family with the additional Basic Benefits Rider C Periodontics the additional Basic Benefits Rider A. Teachers will pay the following total premium cost through payroll deduction:

3. Premium Cost Sharing. Teachers shall pay the following percentages of the premium cost for the medical and dental plans.

Effective Date	Medical PPO	Medical HDHP	Dental
September 1, 2015	19.5%	16.5%	19.5%
September 1, 2016	20.5%	17.5%	20.5%
September 1, 2017	21.5%	18.5%	21.5%

Excise Tax

Should any Federal Statute or Regulation pertaining to IRC § 4980I be mandated to take effect in the 2017-2018 contract year triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations on the excise tax in accordance with the Teacher Negotiation Act, in which the parties agree to open negotiations over an insurance plan(s) that will reduce the cost of the plan(s) to under the excise tax thresholds or reduce the amount of any applicable excise tax and to negotiate over the employee monetary contributions towards the costs of their insurance coverage.

4. Group Life Insurance. The coverage shall be \$100,000 per teacher.
5. Retiree Medical Insurance. Any teacher who retires under the provisions of Sec. 10-183 of the Connecticut General Statutes or any amendments or substitutions thereto, shall be entitled to participate on a self-pay basis in full medical insurance benefits provided by the Board of Education that covers the regular teaching staff and provided that it does not conflict with the insurance carrier or state statutes.
6. Employee Assistance Program. The Montville Board of Education will provide professional assessment, counseling, and referral services for teachers experiencing personal problems. This service is extended to all members of the teacher’s immediate family. Further treatment beyond the basic coverage will be at the teacher’s expense or may be covered by other insurance benefits. In the event that current costs become excessive in the view of the Board, the Board of Education retains the sole discretionary option of canceling the coverage with at least sixty (60) days notice to the Montville Education Association or sooner if current vendor ceases to provide the program.
7. Change of Insurance Carriers. The Board of Education shall have the right to change current health insurance carriers and/or to self-insure, in whole or in part. The Board may change insurance carriers or self-insure, provided that coverages which result from the change in carriers and/or self-insurance are substantially equivalent, when taken as a whole, to the coverage currently offered in terms of benefits, coverage and administration.

The President of the Association shall be notified in writing within thirty (30) days of any intention to change carriers and/or to self-insure and shall have a reasonable opportunity to review the proposed changes.

Should the Association disagree that a proposed change in carrier or decision to self-insure, in whole or in part, will provide coverages that are substantially equal to the coverages, benefits and administration currently offered, the disagreement shall be subject to expedited arbitration before a single arbitrator selected pursuant to the American Arbitration Association's expedited labor arbitration rules. The arbitrator may, by request of either party, provide articulation as to what change or changes to the proposed policy would bring about substantial equivalency. Both sides shall bear their own fees and costs of arbitration. The status quo will be maintained during the above procedures, but the Board may implement or decline to implement the proposed policy or adopt the suggestions of the arbitration for making the proposed policy substantially equivalent, and implement the changes within a reasonable period of time following the arbitrator's award. The decision of the arbitrator will be final and binding on the issues submitted.

8. Waiver of Coverage

- A. Notwithstanding the above, effective with the execution of this agreement, teachers may voluntarily elect to waive in writing all health insurance coverages outlined above and, in lieu thereof, shall receive an annual payment of three thousand dollars (\$3,000) for family or member plus one or fifteen hundred (\$1,500) for individual in cash. Payment to those teachers waiving such coverage shall be made at the conclusion of the school year during which insurance was waived. In the event a teacher is on the Montville Board of Education insurance plan through their own or spousal or family coverage, he or she shall not be eligible for this benefit.
- B. Up to twenty-five percent (25%) of the total Board of Education insurance group of all eligible employees may take advantage of the waiver of health insurance. If more than twenty-five percent (25%) apply, seniority will be utilized annually for all Board of Education employees not yet receiving but desiring the waiver for any openings below twenty-five percent (25%) of eligible employees.
- C. Notice of intention to waive insurance coverage must be sent to the Superintendent not later than April 1 to be effective in the following contract year.
- D. The following rules will apply:
 - 1. An employee electing Board provided insurances must stay on Board provided insurances for at least one full year.
 - 2. All insurance waived employees who wish to return to Board provided insurances will have an open enrollment date annually of September 1 to

return to Board provided insurance coverage for any reason at no cost to the employee (with no penalty) under same criteria established for new hires. To qualify for the September 1 enrollment, an employee must have notified the Superintendent of Schools not later than June 15 of the same year of his/her decision to return to Board insurances.

3. Employees who have a change in coverage status such as death of the spouse, divorce, or the loss of coverage through the spouse (not by selection), may return to all Board provided health insurance coverage at any time throughout the year as long as written evidence is provided to the Superintendent which substantiates one of these special conditions.
 4. Restoration of insurance coverage shall be reinstated as soon as possible, subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Appropriate financial adjustments shall be made on a pro rated basis between the teacher and the Board for any waiver elected in this section.
- E. Waiver of coverage procedures must be acceptable to all applicable insurance carriers.
- F. Waiver of premium does not apply to Board provided life insurance.
9. Flexible Spending Account. The Board shall establish a Flexible Spending Account plan, on terms mutually agreed by the Board and the Association.

ARTICLE XXXII
SUPPLEMENTARY PAY SCHEDULES

A. Department Heads:

1. Supplementary pay:

	2015-16	2016-17	2017-18
Less than 4 teachers, including chairperson	\$4,480	\$4,536	\$4,593
Between 4 and 8, including chairperson	\$4,879	\$4,940	\$5,002
Over 8 teachers, including chairperson	\$5,365	\$5,432	\$5,500

2. Teacher Count

If the majority of a teacher's classroom assignments is in one department while the remainder is in another department(s), the teacher shall be counted as one (1) in the first department and as one-half (1/2) in each of the other departments.

If one-half or less of a teacher's classroom assignments is in one department, the teacher shall be counted as one-half (1/2) in that department.

3. Additional Departments

If department chairs are required to work with more than one department, they shall receive a stipend of \$500.00 for each additional department.

4. Acting Department Chair

If the Board finds that these positions are necessary after recommendation from the Superintendent, then it will be clearly defined in the Article and acting department chair shall be paid.

B. Head Teacher (Middle School):

	2015-16	2016-17	2017-18
Annual Rate	\$6,100	\$6,176	\$6,253

C. Teacher In Charge (Elementary School):

	2015-16	2016-17	2017-18
Annual Rate	\$1,526	\$1,545	\$1,564

D. Team Leader (Middle School):

	2015-16	2016-17	2017-18
Annual Rate	\$4,394	\$4,449	\$4,505

E. Psych Facilitator:

	2015-16	2016-17	2017-18
Annual Rate	\$4,869	\$4,930	\$4,992

F. Mentor Teacher (Total, including payment from State):

	2015-16	2016-17	2017-18
Annual Rate	\$626	\$634	\$642

G. Language Arts Consultant (Elementary School):

	2015-16	2016-17	2017-18
Annual Rate	\$1,526	\$1,545	\$1,564

H. Team Advisors (Middle School):

1. The Board may maintain or eliminate Team Advisor stipend positions in its sole discretion.
2. There may be up to eight (8) such positions filled at the Middle School – one per grade level team, one for special education and one for exploratory.
3. A teacher who is appointed a Team Advisor shall be paid a stipend for a full school year, prorated for service for a partial school year based on the daily rate determined by dividing the annual amount by 186. The full year amount of the stipend shall be as follows:

	2015-16	2016-17	2017-18
Annual Rate	\$1,655	\$1,676	\$1,697

4. The Superintendent shall post vacancies for Team Advisor positions, within Tyl Middle School. Only teachers at Tyl Middle School shall be eligible to apply. Postings shall be filled in the discretion of the Superintendent of Schools.

ARTICLE XXXIII
TRAVEL ALLOWANCE

A. When prior approval has been extended by the Superintendent the following personnel shall receive a travel allowance or reimbursement at the prevailing IRS rate per mile of travel for school business to cover and expenses incurred in the use of private automobiles in performing the duties normally required of their position:

1. Teachers.
2. Audio-visual and library staff.
3. Itinerants (e.g. elementary art, reading, music, speech, and physical education teachers).

4. Coaches and/or supervisors who are not provided school transportation (e.g. girls' sports coach, tennis coach, golf coach, etc.).
 5. Staff assigned by the high school principal to go on "scouting" trips in athletics.
- B. Travel allowance reports shall be filled out and given to the Superintendent weekly for payment on a monthly basis.
- C. This article does not cover travel to:
1. School in the morning and home in the afternoon or evening.
 2. Places and activities covered in any other Article.

A teacher who travels on school business from home directly to an event or assignment other than his/her normal daily assignment may be reimbursed only for miles in excess of his/her regular commuting miles to and from school.

ARTICLE XXXIV
SPECIAL SCHOOL PROGRAMS

These provisions apply to summer school, homebound, and special area teachers as defined in Note 1 of Appendix I.

- A. Positions in these programs shall be filled first by qualified teachers regularly employed in the school system.
- B. In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the system and prior experience in these programs, if any.
- C. All openings for these positions, together with a summary description of the requirements for the positions shall be listed when openings occur, so that interested teachers may apply. The listing may contain a deadline for filing of applications of at least one work week provided that summer vacation listings will be sent to the Association president and it is agreed that other arrangements may be made to fill the vacancies if currently employed teachers eligible for the opening as provided in A and B above, do not apply by the specified application deadline.
- D. 1. Summer School - Teacher in Charge:

	2015-16	2016-17	2017-18
Per Hour	\$38.48	\$38.96	\$39.45

Other Summer School Teachers:

	2015-16	2016-17	2017-18
Per Hour	\$30.79	\$31.17	\$31.56

2. Homebound Instruction

	2015-16	2016-17	2017-18
Per Hour	\$31.66	\$32.06	\$32.46

3. Curriculum Work

	2015-16	2016-17	2017-18
Per Hour	\$27.41	\$27.75	\$28.10

4. Special Areas - See Article XL.

ARTICLE XXXV
PROFESSIONAL DEVELOPMENT

- A. The Board of Education agrees to allocate a sum of money for the purpose of providing teachers with advanced skills and training.
- B. Course Reimbursement

Each teacher must receive approval in advance from the Superintendent of Schools before enrolling in a course if s/he is to receive reimbursement for said course. The course must relate to the area taught by the teacher. In every instance, the Superintendent of Schools shall make the determination as to whether or not the course in question is deemed appropriate.

PROCEDURE

- 1. Application for reimbursement must be made by the teacher no later than June 1 of the school year.
- 2. Evidence of a passing grade must be submitted in order to qualify for reimbursement.
- 3. A teacher may request reimbursement for only one course during a school year (September to August, inclusive).

4. Reimbursement will be made during the late summer and early fall, since the total monies available for reimbursement must be prorated against the amount budgeted.
5. The teacher will not receive reimbursement from the Montville Board of Education if the course is reimbursed from any other source.
6. Application must be made on an approved form that may be obtained at the principal's office.
7. Courses must be taken at accredited institutions of higher learning only.
8. Each teacher is limited to the reimbursement of tuition of one 3 or 4 credit course per year not to exceed current tuition rate at the state universities.

ARTICLE XXXVI
BOARD POLICIES

- A. The Board shall provide access to this agreement electronically.
- B. The Board shall post on the school district's web site all current Board policies. Notice of amendments to said policies shall be provided to the Association by e-mail within thirty (30) days after adoption.
- C. In order to provide reasonable assurance of unassigned planning periods in both the elementary and high schools, the Board agrees not to reduce the money for substitute teachers as presently proposed in the budget for the previous year. The number of teachers in the system in both periods will be used as the basis for determining the amount of money budgeted in the substitute teachers' account.

ARTICLE XXXVII
EVALUATION OF TEACHERS PERFORMANCE

If there are any changes to the evaluation process, there will be an Evaluation Committee. The teacher representatives shall be recommended by the MEA.

ARTICLE XXXVIII
SUPPLEMENTARY PAY SCHEDULES

1. The salary level to be used is determined by number of years of successful experience in Montville under contract in the particular activity.

	2015-16	2016-17	2017-18
0-5 years			
6-10 years			
11-15 years			
Athletic Coordinator			
0-5 years	9,226	9,341	9,458
6 plus years	11,246	11,387	11,529
Class A			
Head			
0-5 years	6,460	6,541	6,623
6-10 years	6,833	6,918	7,004
11-15 years	7,207	7,297	7,388
Assistant			
0-5 years	4,154	4,206	4,259
6-10 years	4,394	4,449	4,505
11-15 years	4,629	4,687	4,746
Class B			
Head			
0-5 years	4,154	4,206	4,259
6-10 years	4,394	4,449	4,505
11-15 years	4,630	4,688	4,747
Assistant			
0-5 years	3,232	3,272	3,313
6-10 years	3,415	3,458	3,501
11-15 years	3,603	3,648	3,694
Class C			
Head			
0-5 years	3,232	3,272	3,313
6-10 years	3,415	3,458	3,501
11-15 years	3,603	3,648	3,694
Assistant			
0-5 years	2,304	2,333	2,362
6-10 years	2,441	2,472	2,503
11-15 years	2,575	2,607	2,640

2. Class A
- Football
 - Baseball
 - Basketball - B & G
 - Softball
 - Track - B & G
 - Wrestling
 - Band
 - Gymnastics
 - High School Yearbook
 - Soccer - B & G
- Class B
- Dramatics
 - Indoor Track
 - Cross Country - B & G
 - Lacrosse - B&G
 - Middle School Yearbook
 - Student Council
 - Tennis - B & G
 - Middle School Cross Country - B & G
 - Middle School Track
 - Middle School Cheerleading
 - Middle School Basketball
 - Middle School Intramurals
 - High School Volleyball
 - Middle School Soccer
 - Spirit Club Advisor
- Class C
- Fall Cheerleading
 - Winter Cheerleading
 - Freshman Cheerleading
 - Newspaper (High School & Middle School)
 - Literary Magazine
 - Golf
 - Middle School Dramatics
 - Math Team Advisor
 - National Honor Society Advisor
 - Academic Decathlon Advisor
 - International Club Advisor
 - In TV Advisor
 - WTYL Advisor
 - Peers Reaching Out Advisor
 - High School YES Club Advisor
 - Middle School YES Club Advisor
 - National Foreign Language Honor Society Advisor
 - Writing Coach
 - Future Business Leaders of America (FBLA)

Technology Student Association (TSA)
Family Career and Community Leaders of America (FCCLA)

3.	Pay schedules for Class Advisors	2015-16	2016-17	2017-18
	Senior class	1,783	1,805	1,828
	Junior class	1,697	1,718	1,739
	Sophomore class	1,302	1,318	1,334
	Freshman class	1,062	1,075	1,088
4.	Other Stipend Positions	2015-16	2016-17	2017-18
	Elementary Coaches	1,298	1,314	1,330
	Middle School Math Coach	1,116	1,130	1,144
	Math Olympiad Coach	1,070	1,083	1,097
	Public Speaking/Debate	1,070	1,083	1,097
	Public Speaking/Debate-Advisor	1,668	1,689	1,710
	Summer Drama Directors (2)	2,541	2,573	2,605

Payments of the stipends provided in this Article shall be made as follows:

- (a) for a “season” assignment (e.g., baseball or softball), in two (2) installments, one mid-way through the season and one upon completion of the season’s work.
- (b) for a year-long assignment (e.g., class advisor), in biweekly installments.

ARTICLE XXXIX
RESIGNATION AND RETIREMENT

A. Notice of Resignation or Retirement

- 1. A teacher who plans to retire at the end of the school year shall give notice to the Superintendent in writing not later than February 1, except that a teacher who is eligible to retire under the provisions of Section B must give notice in accordance with that Section. A notice of retirement may not be withdrawn except in extenuating circumstances with the approval of the Superintendent.
- 2. A teacher who decides to retire during the summer or during the school year shall give written notice to the Superintendent as much in advance as possible to assist the school district in planning for a replacement.
- 3. A teacher who is resigning shall give written notice to the Superintendent as much in advance as possible to assist the school district in planning for a replacement.

B. Early Retirement Incentive Program

Any teacher hired on or before August 31, 1998, may elect to retire from the Montville School System under the following provisions. This article shall not be applicable to teachers hired after August 31, 1998.

1. The teacher must retire under the provisions of Sec. 10-183 of the Connecticut General Statutes or any amendments or substitutions thereto.
2. The teacher's number of years of teaching experience must be at least 20, effective September 1, 1990, but not more than 34, in the Montville School System and may include up to three (3) years of military service.
3. Years of teaching experience are the years teaching that the Board and the Association have agreed to in their current contract.
4. Effective September 1, 1990, payments made during the retirement years for teachers who elect early retirement under the provisions of this article will cease as of September of the calendar year in which the teacher reaches his/her 65th birthday, when the teacher would have had 35 years of experience had s/he not elected early retirement, or when a maximum of 5 annual payments have been made to the teacher, whichever event comes first.
5. The teacher must notify the Superintendent in writing of his/her intention to retire on or before November 1 of the calendar year immediately prior to the calendar year in which the retirement will commence.
6. A letter of retirement must be received by the Superintendent from the teacher no later than January 1 of the calendar year in which the retirement will commence. A teacher may not retract a letter of retirement, once submitted, unless notice of retraction is presented, in writing, to the Superintendent, no later than March 1 of the year retirement commences.
7. The teacher will receive his first annual retirement payment during September of his first retirement year. Each subsequent annual payment will be made to the teacher during September during the retirement payment period. Exceptions to this provision are noted in number 4 above.
8. In case of the teacher's death during the retirement payment period, his/her estate will receive the balance of all payments due to the teacher as outlined in provision number 7 above.
9. Annual payment plan during the retirement payment period:

<u>Year of Retirement</u>	<u>Amount of Annual Payment</u>
First	30% of the last year's salary
Second	25% " " " " "

Third	20%	“	“	“	“	“
Fourth	15%	“	“	“	“	“
Fifth	10%	“	“	“	“	“

No retirement to be paid after five (5) years following teacher’s retirement from Montville Public Schools.

ARTICLE XL
STAFF REDUCTION AND RECALL PROCEDURE

A. Definition of Seniority

Seniority is defined as total length of continuous uninterrupted service in the Montville public schools, as a certified professional employee, including the length of a layoff from which an employee is recalled under this Article.

Service that is full-time and service that is half-time or greater shall be considered the same in calculating seniority. Service that is less than half-time shall be accumulated and pro-rated based upon the actual time worked for purposes of this article.

A teacher who is teaching under a DSAP shall not have seniority.

If two teachers have the same seniority, the tie shall be broken based on the greatest number of credits beyond the Bachelor’s degree.

In all cases, seniority is defined as service in the Montville school district and not in any particular school, grade or subject area.

B. Criteria for Reduction in Force

1. No teacher who has acquired tenure under Connecticut law shall be terminated due to elimination of position as part of a reduction in staff if he/she is certified and meets other bona fide qualifications to displace a non-tenured teacher in a position that is not being eliminated.
2. No certified teacher as defined in Section 10-151(b) of the General Statutes shall be terminated due to elimination of position as part of a reduction in staff if he/she is certified to displace a teacher working under a DSAP.
3. Within the category of tenured teachers who are certified and meet other bona fide qualifications to perform the necessary and required functions, reductions in force shall be made in reverse order of seniority (less senior teachers will be released first).

4. In the event that two or more tenured teachers are certified and meet other bona fide qualifications to perform the necessary and required functions, the tie shall be broken based on the greatest numbers of credits beyond the Bachelor's degree.

C. Procedure and Timeline for Reduction in Force

1. The Superintendent shall make an analysis of staff needs and potential reductions in positions for the following September.
2. After taking into account resignations, retirements and approved leaves of absence for the coming year, the Superintendent or designee shall provide written notice to the President of the Association of the anticipated reduction in force as far in advance of the effective date as is feasible. The President of the Association and Superintendent shall meet with the employees who are likely to be affected by the reduction in force and advise them of their contractual rights. The parties recognize that the Superintendent and Association President will be the primary representatives for this meeting except in case of an emergency or other extreme extenuating circumstances.
3. At such time as the list of employees to be laid off is finalized, the Superintendent shall provide a copy of the list to the Association President and the updated seniority list to review any concerns he/she may have prior to notifying individual teachers.
4. It is understood that involuntary transfers may be required as a result of complying with the criteria for reduction in staff set forth in this Article.

D. Recall Procedure

Any teacher who attained tenure and has been laid off in the Montville Public School System shall have recall rights as follows:

1. The name of any teacher whose services have been terminated because of the elimination of a position or a reduction in professional staff shall be placed upon a reemployment/recall list and remain on such list for one (1) school year, provided such teacher does not refuse an offer of reemployment.
2. No new employee shall be hired in a position before teachers who are on the reemployment list and who are qualified and possess the necessary certification for the position are recalled or decline the opening. This shall not preclude filling a position by transfer prior to using the reemployment list.
3. The determining factor in the order of recall among those who are equally qualified and possess the necessary certification for the position shall be seniority as defined in this Article, provided that the teacher who is recalled has at least one year of successful teaching experience in that particular subject area during the

last five (5) years. The determination of successful teaching will be based on the record of evaluation and subject to the grievance procedures.

4. Any teacher on the reemployment list shall receive a written offer of recall. The teacher shall accept or reject the offer of recall in writing within ten (10) days of the date of the mailing of the offer. Such written notice shall be given to the Superintendent or his/her designee.
5. It shall be the responsibility of all teachers on the recall list to keep the office of the Superintendent of Schools apprised of their current address at all times. Any notices required herein shall be deemed fully discharged by the sending of a certified letter to the last known address of any person on the recall list.
6. The laid off employee may continue his/her group life insurance coverage at his/her expense at group rates up to twelve (12) months provided s/he has not refused to return to work when recalled, and provided that this benefit does not conflict with the established policies of the insurance carrier or state statutes.
7. Recalled teachers will be credited with the number of sick leave days they had accrued at the time of their layoff, for illness purposes only.
8. Recalled teachers will be credited with the seniority they had earned prior to layoff.

ARTICLE XLI **IMPACT STATEMENT**

Members of the bargaining unit shall be compensated at a per diem rate based on their annual salaries for every day added to the school year above one hundred eighty-six (186) days.

If the school day is lengthened beyond the hours in effect during the 2001-02 school year, the Board of Education shall compensate members of the bargaining unit at a rate of compensation based upon a pro-rating of their annual salaries equal to a percentage of the time the school day is extended.

ARTICLE XLII **STATEMENT OF INTENT CONCERNING CLASS SIZE AND PREPARATION PERIODS**

- A. The Board of Education directs the Superintendent of Schools to work with a standing committee of teachers for the purpose of achieving and maintaining the following desirable standard for number of pupils per teacher:

Pre K-5 - maximum 25 pupils per instructional class

Regular 6-12 - based on a 5 day week - 100-125 pupils per instructional load

Guidance - maximum 275 pupils per counselor

Should class sizes exceed the maximums listed, the Board shall explore reasonable steps to achieve the desired class sizes including but not limited to transferring students, providing classroom aides, new classes being created, hiring personnel, etc.

- B. The Board of Education directs the Superintendent of Schools to strive to assign a duty-free daily planning and preparation period for all elementary, middle school and senior high school teachers.

ARTICLE XLIII
DURATION AND HOLDOVER

- A. This Agreement shall become effective September 1, 2015, and shall remain in full force and effect until August 31, 2018.
- B. If no successor agreement is reached according to Article III (Professional Negotiations) prior to the above expiration date, the provisions of this agreement shall continue to be in full force and effect until such time that a successor agreement is reached by the parties.

IN WITNESS WHEREOF the parties hereunto 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.

IN WITNESS WHEREOF the parties hereunto 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.

MONTVILLE BOARD OF EDUCATION

By David C. Rowley
Chairman

Date 11/25/14

MONTVILLE EDUCATION ASSOCIATION

By [Signature]
President

Date 11/25/14

APPENDIX I

SALARY SCHEDULE 2015-2016

EXP	STEP	LEVEL I	LEVEL I+15	LEVEL II	LEVEL II +15	LEVEL III	LEVEL III+15	LEVEL IV
0	1	45,407	46,601	47,795	48,986	50,177	51,369	52,560
1-2	2	47,964	49,156	50,347	51,538	52,728	53,920	55,111
3	3	50,517	51,709	52,900	54,092	55,284	56,476	57,667
4-5	4	53,071	54,263	55,454	56,646	57,838	59,031	60,223
6	5	55,625	56,817	58,009	59,201	60,393	61,586	62,778
7	6	58,180	59,372	60,564	61,840	63,115	64,223	65,330
8	7	60,731	61,923	63,115	64,308	65,500	66,692	67,884
9	8	63,285	64,478	65,670	66,863	68,056	69,248	70,440
10	9	65,840	67,032	68,224	69,415	70,606	71,799	72,992
11-12	10	69,243	70,436	71,629	72,820	74,011	75,204	76,397
13	11	72,513	73,731	74,949	76,166	77,382	78,600	79,818
14+	12	76,538	77,793	79,049	80,304	81,559	82,814	84,069

Teachers who are eligible for step advancement on the salary schedule shall advance one step in the 2015-2016 year.

APPENDIX II

SALARY SCHEDULE 2016-2017

EXP	STEP	LEVEL I	LEVEL I+15	LEVEL II	LEVEL II +15	LEVEL III	LEVEL III+15	LEVEL IV
0	1	45,634	46,834	48,034	49,231	50,428	51,626	52,823
1	2	48,204	49,402	50,599	51,796	52,992	54,190	55,387
2-3	3	50,770	51,968	53,165	54,362	55,560	56,758	57,955
4	4	53,336	54,534	55,731	56,929	58,127	59,326	60,524
5-6	5	55,903	57,101	58,299	59,497	60,695	61,894	63,092
7	6	58,471	59,669	60,867	62,149	63,431	64,544	65,657
8	7	61,035	62,233	63,431	64,630	65,828	67,025	68,223
9	8	63,601	64,800	65,998	67,197	68,396	69,594	70,792
10	9	66,169	67,367	68,565	69,762	70,959	72,158	73,357
11	10	69,589	70,788	71,987	73,184	74,381	75,580	76,779
12-13	11	72,876	74,100	75,324	76,547	77,769	78,993	80,217
14+	12	77,456	78,727	79,998	81,268	82,538	83,808	85,078

Teachers who are eligible for step advancement on the salary schedule shall advance one step in the 2016-2017 year.

APPENDIX III

SALARY SCHEDULE 2017-2018

EXP	STEP	LEVEL I	LEVEL I+15	LEVEL II	LEVEL II +15	LEVEL III	LEVEL III+15	LEVEL IV
0	1	45,839	47,045	48,250	49,453	50,655	51,858	53,061
1	2	48,421	49,624	50,827	52,029	53,230	54,434	55,636
2	3	50,998	52,202	53,404	54,607	55,810	57,013	58,216
3-4	4	53,576	54,779	55,982	57,185	58,389	59,593	60,796
5	5	56,155	57,358	58,561	59,765	60,968	62,173	63,376
6-7	6	58,734	59,938	61,141	62,429	63,716	64,834	65,952
8	7	61,310	62,513	63,716	64,921	66,124	67,327	68,530
9	8	63,887	65,092	66,295	67,499	68,704	69,907	71,111
10	9	66,467	67,670	68,874	70,076	71,278	72,483	73,687
11	10	69,902	71,107	72,311	73,513	74,716	75,920	77,125
12	11	73,204	74,433	75,663	76,891	78,119	79,348	80,578
13+	12	78,308	79,593	80,878	82,162	83,446	84,730	86,014

Teachers who are eligible for step advancement on the salary schedule shall advance one step in the 2017-2018 year.

APPENDIX IV

**SIDE LETTER
TEACHERS HOLDING A DSAP**

In the event of elimination of a position, a teacher with a DSAP shall be laid off prior to layoff of a tenured or non-tenured teacher in the same area of certification.