

THE AGREEMENT

BETWEEN THE

POMFRET COMMUNITY EDUCATION ASSOCIATION

AND THE

POMFRET BOARD OF EDUCATION

For the Period July 1, 2020 through June 30, 2023

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ARTICLE I

RECOGNITION

- A. The **Pomfret Board of Education** (hereinafter referred to as the “**Board**”) hereby recognizes the **Pomfret Community Education Association** (hereinafter referred to as the “**Association**”) as the exclusive representative of the bargaining unit comprised of all certified professional employees, including durational shortage area permit holders and excluding personnel in positions requiring administrators’ certificates in the Pomfret school system.
- B. Durational Shortage Area Permit (DSAP)
1. Teachers holding a DSAP shall be covered by all the terms and conditions of the collective bargaining Agreement, except Paragraph J (Reduction in Professional Staff) of Article IV (Teacher Assignments-Related Matters).
 2. A DSAP holder shall not accrue seniority or length of service for any purpose in the Pomfret School System. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained by the Board as an employee after receiving such certification, with no break in service, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of hire by the Board.
 3. The Board shall have the right not to renew and/or to terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.

ARTICLE II

MANAGEMENT RIGHTS

- A. Except where such rights, powers, and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, all the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and absolute right, responsibility and prerogative of management of the affairs of the school system and direction of the working force, including, but not limited to, the following:
1. To establish or continue policies, practices and procedures for the conduct of Board business and from time to time, to change or abolish such policies, practices or procedures;
 2. To employ, assign, or transfer employees, or to layoff, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons in accordance with Section 10-151 of the Connecticut General Statutes.

3. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the operation of the public-school system, provided such rules and regulations are made known in a reasonable manner to the employees affected by them;
4. To create and revise job descriptions as deemed necessary;
5. To determine the amount of credit to be granted for previous related experience. No new teacher shall be placed more than two (2) steps above a current teacher with the same credited experience;
6. To determine class size;
7. To limit, curtail or discontinue processes or operations or to discontinue their performance by employees; and
8. To select and to determine the number and types of employees required to perform the school's operations.

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose

1. 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. "Grievance" shall mean an allegation that the Board has violated or misinterpreted a specific provision in this collective bargaining Agreement.
2. "Teacher" shall mean any member of the unit as defined in Article I listed as "Recognition."
3. "Party in interest" shall mean the person or persons making the claim, including their designated representative as provided for herein, 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.
4. "Days" shall mean calendar days.

C. Time Limits

1. 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 parties in interest.
2. If a teacher does not file a grievance in writing within fifteen (15) days after the teacher knew, or should have known, of the act or conditions on which the grievance is based, or if the teacher fails to comply with any of the time limits in this grievance procedure, then the grievance shall be considered to be forfeited and not arbitrable.
3. Failure by the aggrieved 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 that level. Failure by any Administrator or the Board to render his/her decision within the specified time limits shall be deemed to be a denial of the grievance submitted and the teacher shall be permitted to file the grievance at the next level of the grievance procedure.

D. Informal Procedure

A teacher with a grievance may discuss it with their immediate supervisor with the object of resolving the matter informally.

E. Formal Procedure

1. Level One - Principal

- a) A teacher with a grievance may file a written grievance with the Principal.
- b) The Principal shall, within five (5) days after receipt of the written grievance, meet with the aggrieved teacher for the purpose of resolving the grievance.
- c) The Principal shall, within three (3) days after the meeting with the aggrieved teacher, render his/her decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the President of the Association.

2. Level Two- Superintendent of Schools

- a) If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level One, he/she may within seven (7) days after the decision file the grievance with the Superintendent of Schools.
- b) The Superintendent of Schools shall, within five (5) days after receipt of the grievance, meet with the aggrieved teacher for the purpose of resolving the grievance.

- c) The Superintendent shall, within three (3) days after such meeting, render a decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the President of the Association.

3. Level Three - Board of Education

- a) If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two, he/she may within seven (7) days after the decision, file the grievance with the Board.
- b) The Board shall, within twenty (20) days after receipt of the grievance, meet with the aggrieved teacher for the purpose of resolving a grievance.
- d) The Board shall, within fourteen (14) days after such meeting, render a decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the President of the Association.

4. Level Four- Arbitration

- a) If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Three, the grievant may, within seven (7) days after receipt of the Board's decision, request in writing to the President of the Association that his/her grievance be submitted to arbitration. No teacher, or a group of teachers, may proceed to arbitration on his/her/their own. Only the Association may submit a grievance to arbitration.
- b) The Association may, within fifteen (15) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing, and by filing a demand for arbitration under the voluntary Labor Arbitration Rules of either the American Arbitration Association (AAA) or the American Dispute Resolution Center (ADRC) in accordance with their procedures and rules.
- c) The decision rendered by the Arbitrator shall have no power to add to or subtract from or modify in any way the terms of this Agreement.
- d) The decision of the Arbitrator shall be final and binding upon 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. Any party to this Agreement may be represented at any level of the grievance procedure by a representative of his/her own choosing, except that the Association is the teacher's exclusive bargaining representative and, therefore, a teacher may not be represented by a representative or by an officer of any organization other than the Association. The Association shall be immediately notified of any grievance and have the right to be present and to state its views at all stages of the procedure.
3. The Association may, if it so desires, call upon the professional services of the Connecticut Education Association for consultation and assistance at any stage of the procedure.

G. Mediation

Mediation services may be utilized if mutually agreed upon in writing by both Parties.

H. Extending Time

By mutual written agreement, the parties may agree to extend the time limits of this procedure.

I. Records

1. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants, and shall be maintained by the Board.
2. Forms for filing and processing grievances and other necessary documents, shall be prepared by the Association and approved by the Board, and made available through the Association so as to facilitate operation of the grievance procedure.

J. Miscellaneous

1. If the grievance occurs as the result of an action of other than the teacher's immediate supervisor the grievance may be processed at the level at which it occurs.
2. If a grievance occurs which affects a group or class of teachers, the Association may file such grievances as a class action/Association grievance.

ARTICLE IV

TEACHER ASSIGNMENTS - RELATED MATTERS

A. Length of Year

1. The teacher work year shall be one hundred eighty-nine (189) days. The Board, in its discretion, shall schedule the student school year. Should the Board, in its discretion,

decide to reduce the number of student days below one hundred eighty-three (183), those days shall be used by teachers for vertical team meetings, grade level team meetings, and/or interdisciplinary team meetings. Of the remaining days, at least:

- a) One (1) day will be used for professional development;
 - b) One (1) day will be immediately prior to the opening of classes when the initial teacher/staff meeting is conducted; and
 - c) One (1) day will be immediately following the close of the students' school year.
2. Continuing education or in service days will not be scheduled during the students' vacation periods. They will be contiguous to the student calendar.
 3. If the length of the school year is increased beyond one hundred eighty-nine (189) days, teachers shall be compensated for each additional day at a rate of $1/N$, where N is the number of required days of attendance by teachers.

B. Length of Day

The length of the usual formal teacher workday is seven (7) hours and five (5) minutes. If the usual formal workday is increased by the Board, the Board shall negotiate the impact of such change with the Association. On any early student dismissal day where the school calendar does not require the teachers to stay the full workday, or any inclement weather day/emergency, teachers shall be allowed to leave the building once all the buses have left the school parking lot.

C. Teacher Assignment

1. The assignment and transfer of a teacher within the school system is the responsibility of the Superintendent of Schools. Assignment, or reassignment, shall be made only after consideration of the reasonable request and desires of any teacher concerned.
2. Teachers shall be notified in writing of their programs for the coming school year, including the grades and/or subjects that they will have, as soon as practicable and under normal circumstances not later than the last day of school.
3. To the extent possible, changes in grade assignments in the elementary section and in subject assignment in the seventh (7th) and eighth (8th) grade shall be voluntary, and in any case, shall not be affected or announced without a prior personal conference with the individual teacher involved. A change in assignment within a building unit may be handled directly by the supervising Principal following a conference with the teacher concerned.

D. Teacher Meetings

1. Faculty meetings called by the Principal will be held monthly, will generally commence as close to 3:30 p.m. as possible and will normally be one (1) hour in duration from the time they begin and, to the extent possible will be scheduled well in advance. Attendance is required.
2. To the extent possible, special committee meetings, including team meetings, called by the Principal or his/her designee will be scheduled well in advance. Attendance is required.
3. Teachers may be excused from such meetings if prior arrangements are made with the Principal. Teachers are expected to attend teacher meetings and may only be excused from this obligation with a reasonable excuse previously discussed with and agreed to by the Principal. The Principal will provide the team leader with the name(s) of any teacher excused from attending such meetings. Failure to attend teacher meetings of any sort without a prior approved excuse by the Principal may subject a teacher to appropriate discipline.

E. Planning Periods

1. In addition to the lunch period, five (5) planning periods a week for middle school and unified arts personnel, without formal assignment, will be granted.
2. Teachers in Pre-Kindergarten through Grade Five shall have, in addition to their lunch period, one hundred fifty (150) minutes of planning per week.
3. Normally, within a regular five (5) day school week, in addition to the planning time referenced above, a minimum of one (1) common planning period, lasting a minimum of thirty (30) minutes in duration, shall be provided per week.

F. Duty Free Lunch Period

The teacher workday shall have a scheduled one-half (½) hour duty free lunch period.

G. Access to Teacher's Personnel Files

1. No material originating after original employment shall be placed in a teacher's personnel file unless the teacher has been notified and has had opportunity to review the material. 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 he/she is asked to sign materials 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.

2. Any substantive complaint made against the teacher, by a parent, student or other person, shall promptly be called to the attention of the teacher. In no case shall any anonymous and/or unsubstantiated complaint be placed in any teacher's file.
3. A teacher shall have access to his/her personnel file with notification of at least twenty-four (24) hours.

H. Listing of Vacancies

1. There will be a preliminary listing of vacancies within the teachers' bargaining unit and consideration will be given to local applicants.
2. A vacancy shall be defined as a position, which is caused by death, retirement, discharge, resignation, elimination of a position, a transfer, or the creation of a new position.
3. These positions will apply to regular teachers' positions, and, where practicable, to such programs as summer school, night school, homebound and tutorial work when need to fill a vacancy arises.
4. The President of the Association will receive a copy of all postings by e-mail. Electronic notification is sufficient notice of postings and a letter in the mail shall not be required.
5. A teacher who may be interested in vacancies, which occur after the close of the school year and prior to the opening of the next school year, shall submit a request of notification of posting to the Superintendent prior to the close of the school year.

I. Professional Education

1. Upon satisfactory completion of a course that has been approved in writing by the Superintendent and submission of proof of payment and a copy of the official transcript showing successful completion of the course, the Board will pay one-half ($\frac{1}{2}$) the cost for professional courses in an accredited college or university in a planned, graduate level program related to the teaching profession. All courses are subject to approval in writing by the Superintendent or his/her designee. The reimbursement shall be calculated based on the tuition rate charged at public Connecticut colleges or institutions and shall not be higher than the cost of one-half ($\frac{1}{2}$) the cost of a professional course at the University of Connecticut.
2. The obligation of the Board under this Article and Section shall not exceed twelve thousand five hundred dollars (\$12,500) per fiscal year.
3. Requests for tuition payment will be honored on a first come-first served basis.

4. Payment to an individual teacher shall not exceed twelve (12) credits per year. Teachers who have just entered the teaching profession and are in their first (1st) or second (2nd) year of teaching may not be reimbursed for more than one (1) course per semester during the school year. In the event that the allotted funds have not been expended as of May 31st of any given school year, the remaining funds may be used to reimburse teachers for additional credits beyond the original twelve (12), so long as first (1st) and second (2nd) year teachers are not being reimbursed for more than one (1) course per semester during the school year. This prohibition on first (1st) and second (2nd) year teachers, cited herein, shall not apply during the summer months.

J. Reduction in Professional Staff

1. Should any situation exist making it necessary for the Board to reduce the number of teachers, determination of those who are to be released is to be made in the order listed below:
 - a) Vacancies due to retirement or resignations are to be considered before release takes place.
 - b) Certification.
 - c) Non-tenured teachers.
 - d) Tenured teachers.
2. In the event that the criteria outlined above are found not to be definitive enough, the following criteria will be imposed first on non-tenured teachers and then on tenured teachers factors listed below and in order of importance:
 - a) Total continuous contractual experience in the system (excluding any prior RIF from the system).
 - b) Qualifications and ability, as determined by review of the teacher's performance, through the school's professional evaluation plan.
 - c) Total years of teaching experience.
 - d) Degree status.
3. The name of any teacher whose services have been terminated because of elimination of position or a reduction of professional staff shall be placed upon a reappointment list for a period of one (1) year.
4. Any teacher on the reappointment list shall receive a written offer of reappointment at least thirty (30) days, if possible, prior to the date of reemployment. The teacher

shall accept or reject the appointment in writing within ten (10) days. If he or she accepts the appointment, he or she shall receive confirmation of reappointment at least fifteen (15) days prior to the effective date of reemployment, where possible. Any teacher who declines reappointment during the recall period shall be dropped from the reappointment list.

5. Teachers who are released from employment shall be given first opportunity to fill a vacant position for which they are certified in the reverse order of layoff. No new teacher shall be hired until all teachers on the reappointment list have been recalled or have declined the offering.

ARTICLE V

SALARY

A. Salary

The salary schedules for positions filled by the teachers covered by this Agreement are set forth in Appendices A through C (Salary Schedules) attached, which shall be considered part of this Agreement.

B. Payment of Salaries

1. All teaching personnel may select one of the following paycheck options:
 - a) Twenty-four (24) paychecks on every other Friday from September to June; or
 - b) Twenty-six (26) paychecks on every other Friday from September to June.
2. Each teacher must notify the Superintendent in writing of said election at the time of signing his/her contract.

C. Extra Pay for Extra Duty

1. Extra-duty for which extra compensation shall be paid, and the amount of such compensation, are set forth in Appendix D (Stipends For Extra Duty) which is attached hereto and expressly made a part of this Agreement.
2. Payments to be made in two (2) equal payments, the first half way through the assignment and the second upon completion of the assignment.
3. The Board agrees to negotiate the salary, benefits, and working conditions of any extracurricular positions newly created during the life of this Agreement.
4. After school bus duty shall be compensated at the individual teacher's hourly wage per Article IV (Teacher Assignments-Related Matters), Section B (Length of Day), of this Agreement.

D. Longevity

1. A longevity plan will provide a two hundred fifty dollar (\$250.00) stipend for teachers with fifteen (15) years of credited teaching experience. This stipend shall be provided annually in addition to the teacher's placement on the salary schedule.
2. At least ten (10) of these years shall have been as a teacher in the Pomfret Public Schools.
3. All teachers hired on or after July 1, 1995 shall not be eligible for longevity pay under this Agreement.

E. Pay Deductions

1. Pay deductions will be set at 1/N of salary, where N is the number of days of the teacher work year.
2. In addition to those payroll deductions required by law, (e.g., teachers shall be eligible to participate in a "tax sheltered" annuity plan established pursuant to U.S. Public Law No. 87-370), the following agencies are eligible for payroll deductions. All requests for deductions must be in writing on approved authorization forms.
 - a) The list of approved deductions is as follows:
 - (1) Pomfret Community Education Association.
 - (2) Connecticut Education Association.
 - (3) National Education Association.
 - (4) Tax Sheltered Annuity Plans.
 - (5) Credit Union.
 - (6) Other.
 - b) Changes in deductions will be implemented upon written request with thirty (30) days advance notice.
 - c) Teachers shall have a choice to participate in one of eight (8) tax-sheltered annuities sponsored by the Board.

3. Section 125 Deductions

The Board shall establish a Section 125 program for health and dependent care, as permitted by the IRS, into which teachers may voluntarily enroll. The Board shall maintain this program so long as at least five (5) teachers are enrolled in the program at all times. The Board shall be responsible for the initial setup fee to begin the program and the annual program fee to continue the program. The teachers who enroll shall be responsible for any and all other fees, including monthly fees.

F. Membership Dues Deductions

1. Association Membership Dues

- a) The Association shall, at least ten (10) days prior to October first of each school year, give written notification to the Business Office of the amount of its membership dues and those of the NEA and CEA, which are to be deducted in that school year under such authorizations. Said membership dues deductions will begin with the first pay period in October and will continue for nine (9) more pay periods for a total of ten (10) periods.
- b) The balance of the annual membership dues shall be deducted from the final paycheck of any teacher resigning his/her position, receiving a leave of absence or terminating his/her employment after the opening of school.
- c) The right of refund to teacher's 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.
- d) The Association shall indemnify and save the Board and/or the town harmless against all claims, demands, suits or other forms of liability, which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.
- e) No later than October 31st of each year, the Board shall provide the Association with a list of those teachers who have voluntarily authorized the Board to deduct membership dues for any of the Associations named in Section E (Pay Deductions), Paragraph 2. The Board shall notify the Association monthly of any changes in said list. Any teacher desiring to have the Board discontinue the deductions he/she has previously authorized must notify the Board and the Association concerned in writing to my local Association and school business office between August 1st and September 1st of each year for that school year's membership dues.

ARTICLE VI
DEGREE DEFINITIONS

- A. The Salary Schedules listed in this Agreement shall be interpreted and applied in accordance with the following definitions:

1. Bachelor

A baccalaureate degree earned at an accredited college or university.

2. Master

A Master's Degree earned at an accredited college or university.

3. Sixth Year

A second Master's Degree in a discipline related to the teaching field; or the completion of thirty (30) credits beyond the Master's Degree in a planned program related to the teaching field, approved by the Superintendent, at an accredited college or university.

4. Master's Plus Sixty (60) Credits

The completion of thirty (30) credits beyond a second Master's Degree or Sixth Year program in a discipline related to the teaching field, e.g., school psychologist, speech pathologist, reading consultant. Certified teachers possessing a Master's Degree plus sixty (60) credits shall receive an additional two thousand six hundred dollars (\$2,600) above their scheduled Sixth Year step.

- B. No teacher presently on the Masters or Sixth year schedule, or those currently working towards a Master, Fifth (5th) or Sixth (6th) year degree, who was employed by the Board prior to July 1, 2008, will be reduced because of failure to meet these criteria.
- C. Change in salary will be awarded upon receipt of documentation to the Superintendent verifying that degree requirements or approved planned program have been completed at an accredited college or university in the teaching profession. The Superintendent of Schools shall be notified by November 30th of any anticipated change in degree for the following academic year.

ARTICLE VII
INSURANCE BENEFITS

A. Insurance Coverage

1. The Board shall provide for each teacher, and his/her dependents, who is covered by this Agreement and employed fifty percent (50%) or more of the time, an opportunity to participate in a health insurance plan as set forth below.
2. The benefits enumerated herein will be provided by the Board and co-paid as provided in the Agreement for teachers employed less than fifty percent (50%) of the time on a pro-rata basis related to the teacher's work.

B. Teachers may elect health insurance coverage under one (1) of the following plans listed below in Sections B.1 (PPO) and B.2 (High Deductible Health Plan/Health Savings Account) subject to the cost-sharing arrangements described within this Article:

1. PPO

a) Full family coverage:

- (1) Inpatient hospital per admission co-pay: Five hundred dollars (\$500) per day up to a maximum of two thousand dollars (\$2,000). Under certain circumstances a preadmission certification is required.
- (2) Outpatient surgery co-pay: Five hundred dollars (\$500).
- (3) Home and office /ObGyn/maternity/allergy co-pay: Thirty dollars (\$30).
- (4) Specialist office visit/outpatient mental health: Forty-five dollars (\$45).
- (5) Outpatient mental health/outpatient rehab for PT, OT, ST, Chiro co-pay: Thirty dollars (\$30) due to state mandate.
- (6) Laboratory visit co-pay: Zero dollars (\$0) in a freestanding facility/thirty dollars (\$30) in an office setting/forty dollars (\$40) in an outpatient hospital.
- (7) Preventive care co-pay: Zero dollars (\$0).
- (8) Emergency room co-pay: Two hundred dollars (\$200).
- (9) Urgent care co-pay: Seventy-five dollars (\$75).
- (10) Diagnostic X-ray co-pay: Zero (\$0) dollars in a freestanding facility/thirty dollars (\$30) in an office setting/forty dollars (\$40) in an outpatient hospital.
- (11) High Cost Diagnostic (MRI/CAT, etc.) co-pay: Seventy-five dollars (\$75) with a maximum of three hundred seventy-five dollars (\$375) per member per year.
- (12) Unlimited life time maximum benefit in-network:
- (13) Prescription co-pay: Five dollars (\$5) for Tier 1/thirty-five dollars (\$35) for Tier 2/and forty-five dollars (\$45) for Tier 3 managed prescription drug rider with a two thousand dollar (\$2,000) calendar year maximum. There shall be a thirty (30) day supply for retail and a ninety (90) day supply for mail order. Mail order shall be at two times (2x) the co-pay.

(14) Vision Rider

2. High Deductible Health Plan/Health Savings Account (HDHP/HSA)

- a) The Board shall implement a High Deductible Health Care Plan with a Health Savings Account feature, including the following components:

| | In-Network | Out-of Network |
|--|---|---|
| Annual Deductible (individual/aggregate family) | \$2,500/\$5,000 Combined deductible | |
| Co-insurance | 100% | 80% |
| Out of Pocket Maximum (individual/aggregate family) | \$3,500/\$7,000 | \$5,000/\$10,000 |
| Preventive Care | Deductible not applicable | 20% co-insurance after deductible, subject to co-insurance limits |
| Prescription Drug Coverage | Treated as any other medical expense, subject to deductible | 20% co-insurance after deductible, subject to co-insurance limits |

- b) The Board will fund fifty percent (50%) of the applicable HSA deductible amount. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts in two (2) equal installments, one (1) in September and the second (2nd) in January. The Parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed teachers. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.
- c) A Health Reimbursement Account (HRA) will be set up for any teacher who is precluded from participating in a Health Savings Account (HSA) because the teacher receives Medicare and/or veteran's benefits. The annual maximum reimbursement by the Board for teachers participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for teachers enrolled in the HSA.

3. HDHP-HSA Premium Cost Sharing Requirements:

- a) The HDHP/HSA plan shall be the core insurance plan. For any teacher wishing to remain in the PPO plan, the Board will contribute toward the cost of that plan an amount equal to the dollar amount contributed by the Board toward the premium of the HDHP/HSA plan for the teacher's coverage level. Any teacher remaining enrolled in the PPO plan shall pay the full difference between the dollar amount contributed by the Board and the full cost of the PPO plan.

b) The premium cost share for the HDHP/HSA shall be as follows:

- (1) 2020-2021: Board pays seventy-seven percent (77%); teacher pays twenty-three percent (23%).
- (2) 2021-2022: Board pays seventy-seven percent (77%); teacher pays twenty-three percent (23%).
- (3) 2022-2023: Board pays seventy-seven percent (77%); teacher pays twenty-three percent (23%).

C. Full Service Dental Insurance

1. The Board shall provide, subject to the teacher's premium cost contribution, each teacher and eligible dependents with the Full Service Dental Plan.
2. At the teacher's option and with no cost to the Board, the teacher may select to enroll in the Rider A dental benefits.
3. The yearly dental premium share for the duration of this Agreement shall be twenty-three percent (23%).

D. Group Life Insurance

The Board shall maintain a life insurance policy at fifty thousand dollars (\$50,000) per teacher.

E. Health Care Insurance Upon Death of a Teacher

The Board shall, upon the death of any member of the teaching staff, allow the surviving spouse of said teacher to buy into existing health care insurance without cost to the Board in accordance with the terms of respective insurance carriers.

F. Change in Carriers/Plans

1. The Board shall have the right to self-insure and if it elects to provide insurance coverage through alternative carriers and/or plan administrators, the Board shall meet and confer with the Association prior to implementing any such change. Any change in coverage shall result in coverage that is comparable to that in existence prior to such change. Disputes as to any changes in coverage and plan administration being comparable to that in existence prior to a change shall be resolved forthwith by final and binding arbitration as provided for in this Agreement, before an arbitrator experienced in insurance matters.
2. The Board shall make available, on an optional basis, at no cost to the teachers an IRS Code Section 125 Premium only plan.

G. Disability Insurance

The Board shall provide teachers with access to a disability insurance program that each teacher may access at his/her own cost, with no financial contribution from the Board.

H. Excise Tax

The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-48) has set forth and codified under the Internal Revenue Code (IRC) §49801 the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. Should any federal statute or regulation be mandated to take effect during the duration of the term of this Agreement, 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 in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will re-open Article VII (Insurance Benefits), including any related insurance Appendices of the current collective bargaining Agreement, for the purpose of addressing the impact of the excise tax. No other provision of the Agreement shall be re-opened during such mid-term negotiations.

ARTICLE VIII
LEAVES

A. Sick Leave

1. Teachers shall be entitled to sick leave, up to fifteen (15) days per year, with full pay for personal sickness or personal injury, for which the teacher's absence from school is required. Unused sick leave shall be accumulated from year to year, up to a maximum number of one hundred eighty (180) days, so long as the teacher is continuously in the service of the Board.
2. Sick leave of more than four (4) consecutive school days for personal illness will require a doctor's certificate.
3. Teachers may use up to seven (7) personal sick days for sick family members. Family members consist of spouse, children, parents, in-laws, or other relatives permanently residing with the teacher. Leave pursuant to this provision shall be in situations where initially the leave does not qualify for Family and Medical Leave (i.e., less than three (3) consecutive days and where the sick family member is not necessarily under the continuing treatment of a health care provider).
4. Teachers becoming ill during the school day shall notify the administration before going home.

5. Sick Leave Severance Pay

A teacher shall receive twenty-five percent (25%) pay for accumulated sick leave up to one hundred fifty (150) days on retirement from teaching while a member of the teaching staff in Pomfret. Retirement shall be in accordance with statutes regarding retirement from the State of Connecticut Teachers' Retirement System. Teachers who are hired after July 1, 2008, shall receive fifteen percent (15%) pay for accumulated sick leave up to one hundred fifty (150) days on retirement from teaching while a member of the teaching staff in Pomfret. Any teacher who intends to resign for purposes of retirement must submit his/her resignation by January 1st of the school year in which he/she intends to retire. Payment under this section shall be made after the July 1 that follows the school year in which the teacher retires. Teachers hired on or after July 1, 2011 shall not be eligible for this benefit.

B. Family and Medical Leave

1. A teacher who is an "eligible employee" as defined under the Federal Family and Medical Act ("FMLA"), 29 U.S.C. §1601, *et seq.*, as amended from time to time, shall be granted up to twelve (12) weeks of FMLA leave during a twelve (12) month period (or the amount required in the Act, as amended, if the amount differs) in accordance with the Act.
2. Any accumulated paid leave time must be exhausted first in situations where the leave being taken by the teacher is covered by the Act, and said paid leave shall be included in, and shall not be in addition to, the aforementioned twelve (12) weeks of allowable leave.
3. A medical certificate acceptable to the Board of Education shall be required for FMLA leave situations.
4. Teachers on leave without pay shall not continue to accumulate sick leave; however, the continuity of employment shall be preserved for purposes of seniority.
5. Teachers on FMLA leave shall have their health insurance coverage maintained during such leave on the same terms as if they had continued to work; provided if the teacher fails to return to work, the teacher shall be liable for the retroactive premium payments in accordance with the FMLA.

C. Childrearing Leave

1. Any teacher shall be entitled, upon written request submitted to the Superintendent, to an unpaid leave of absence for the purposes of childrearing. If a child is born or adopted before March 1st, the teacher shall be entitled to a childrearing leave for the balance of that school year. If the child is born or adopted after March 1st, the teacher shall be entitled to a childrearing leave for the balance of

the school year and, upon request may take a leave of absence for the following school year. For a non-tenured teacher, if a child is born or adopted during the school year, the teacher shall be entitled to an unpaid childrearing leave for the balance of that school year only. If a teacher is entitled by law to FMLA leave, the Board shall designate any child-rearing leave taken under this Article as FMLA leave.

2. Such childrearing leave shall be subject to the following conditions:
 - a) Teachers requesting leave shall submit not less than sixty (60) days written notice of the anticipated date such leave shall commence. The Superintendent/Principal shall make appropriate arrangements should it become impossible for the teacher to provide sixty (60) days notice. Circumstances including, but not limited to, shall be with a physician's note, the premature birth, or a change in the adoption date that is beyond the control of the teacher.
 - b) During the period of childrearing leave, the insurance benefits package shall be as if the teacher were employed and working at school and consistent with the Agreement, for up to twelve (12) weeks, consistent with the FMLA. For any additional time taken by the teacher, the teacher shall be responsible for the full costs of the health insurance premiums. Teachers returning from childrearing leave shall be placed on the salary schedule at the same level as other teachers in the system with the same teaching experience in years. Teachers shall receive credit for one (1) year of teaching experience if they taught at least ninety (90) days during the school year in which the childrearing leave commences.
3. Upon completion of the childrearing leave, the teacher shall return to the position vacated or to a comparable position. Teachers shall provide written notification of their intent to return from such leave by April 1st of the year prior to the end of their childrearing leave. Failure to provide such written notification shall serve as a resignation of employment.
4. The period of childrearing leave shall not be counted towards seniority, but such leave shall not constitute a break in seniority.

D. Personal Leave

1. A total of three (3) non-cumulative days with pay, per year shall be granted for personal business that cannot be transacted outside of regular school hours, including, but not limited to, the following categories:
 - a) For legal reasons.
 - b) For marriage (self, children, parents, siblings and siblings of spouse).
 - c) For religious holidays.

d) For attendance at graduation exercises (self, spouse, son, daughter).

2. Personal leave shall not normally be granted immediately prior to or following a school holiday or vacation unless prior approval of the building Principal is obtained.

E. Professional Leave

1. Professional leave shall be granted at full pay for:

a) One (1) day to visit another school system.

b) Institutes, conferences, professional assignments of that which will increase the teacher's value to the school organization.

2. This leave may be granted with permission by the Principal. Request for professional leave and reason for approval or denial shall be in written form.

3. The Board of Education will defray the program tuition expenses of those participating in such programs. Request for tuition expenses and approval or reason for denial of funds shall be in written form.

F. Jury Leave

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 teacher shall receive a rate of pay equal to the difference between the professional salary and the jury fee.

G. Workers Compensation

In the event a teacher is absent from work because of an injury or illness for which there has been a determination by the Workers' Compensation Commissioner or the Workers' Compensation Insurance Carrier that such injury or illness arose in the course of the teacher's employment and is compensable, he/she may use accumulated sick leave to make up the difference between the workers' compensation payments and his/her full salary for up to one (1) calendar year following such injury.

H. Sabbatical Leave

1. Teachers who have served ten (10) consecutive years of satisfactory service with the Pomfret Board of Education and who, hold a Master's degree or have completed thirty (30) hours beyond the Bachelors degree may, upon recommendation of the Superintendent and with the approval of the Board, be granted leave of absence for the purpose of advanced graduate study in the field of education, or in a program outlined by the teacher and the Board. The following conditions will apply:

- a) Applicants must file with the Superintendent of Schools a statement of the definite purpose for which such leave of absence is desired. In the case of sabbatical leave for study, this statement must include the institution at which the individual is to study and courses to be pursued. The program must be completely outlined by the teacher and approved by the Board.
- b) Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be required no later than January 1st of the year proceeding the school year in which the sabbatical is requested. It is understood that the deadline of January 1st may be waived at the discretion of the Superintendent.
- c) Teachers granted sabbatical leaves of absence are required to report once during the semester to the Superintendent of Schools concerning current program status. If such reports are unsatisfactory or not in keeping with the program as described, the leave may be terminated by the Board at any time at the recommendation of the Superintendent.
- d) Such leave shall be granted for one (1) full semester or one (1) entire year. Teachers taking leave shall not be eligible for such leave again until seven (7) years have expired after return to service. One (1) sabbatical leave only will be granted in any one (1) year.
- e) A teacher on sabbatical leave will receive one-half ($\frac{1}{2}$) of his/her present base salary for one (1) full year of leave.
- f) The teacher, as a condition to the acceptance of a sabbatical leave, shall agree to return to employment in the system for three (3) full years. In the event the teacher does not return, the teacher shall reimburse the Board fully for all sabbatical payments.
- g) In case a teacher returns for part of the three (3) year period, the reimbursement will be prorated. A legal agreement will be signed to this effect, in a form satisfactory to the Board. In the event of default, the Board will exercise whatever means available to collect all monies not repaid.
- h) Applications for such leave of absence granted within any school year shall be acted on by the Board at its first business meeting in January of the preceding year.
- i) The year in which a leave of absence takes place will be designated as a year of credit on the salary schedule. The sabbatical shall not affect continuity of service or accrual of seniority toward longevity payments. Teachers on sabbatical leave shall have the opportunity to continue their health insurance coverage at their own expense for the duration of the leave.

2. Any teacher who has been granted sabbatical leave shall return to the position in which he/she was employed when the leave became effective or to a comparable position.
 3. The decision whether to grant a sabbatical leave shall be within the sole discretion of the Board, and shall not be subject to the grievance procedure.
- I. The Board, in its sole discretion, may grant unpaid, extended leaves of absence to teachers who request such leave.
 - J. Bereavement Leave

All teachers shall be entitled to up to three (3) days bereavement leave per death in the immediate family. Immediate family shall include the teacher's spouse, father, mother, father-in-law, mother-in-law, sister, brother, child, step-child, step-parent, step-sister, step-brother, grandparents, grandchild or any person of the immediate household regardless of relationship.

ARTICLE IX **JUST CAUSE**

No teacher shall be disciplined (including written reprimand) without just cause. Before a final decision to impose discipline on a teacher is made, the teacher shall be provided with a statement of reasons at least twenty-four (24) hours in advance and shall be entitled to respond to those reasons at a meeting with the appropriate administrator. The teacher shall have the right to have a representative of the Association present at any such meeting.

ARTICLE XX **GENERAL PROVISIONS**

- A. If an Article or Section of this Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.
- B. There shall be no alteration, variation, no amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both Parties.
- C. In the event of any conflict between any previously adopted policy, rule, practice, or regulation of the Board and any provision of the Agreement, the terms of this Agreement shall control.
- D. The Board shall provide written notice to the Association President of any new or updated Board policies.

ARTICLE XI
DURATION

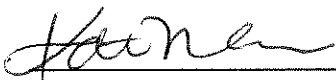
This Agreement shall become effective on July 1, 2020 and remain in effect through June 30, 2023.

ARTICLE XII
SIGNATURE BLOCK

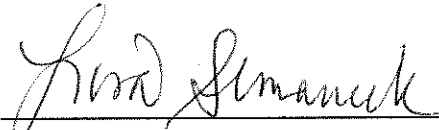
IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized, and their seals affixed hereto as of the date and year in Article XI (Duration) above.

For the Pomfret Board of Education

For the Pomfret Community
Education Association



Kathleen Cerrone, Chairperson



Lisa Semancik, President

Date: November 20, 2019

APPENDIX B
SALARY SCHEDULE FOR
2020-2021

| <u>STEP</u> | <u>BA</u> | <u>MA</u> | <u>6TH YEAR</u> |
|-------------|----------------------|----------------------|----------------------------|
| 1 | 45,945 1½-46,929 | 48,702 1½-49,686 | 51,065 1½-52,050 |
| 2 | 47,913 2½-48,898 | 50,670 2½-51,656 | 53,034 2½-54,020 |
| 3 | 49,883 3½-50,867 | 52,641 3½-53,626 | 55,005 3½-55,989 |
| 4 | 51,852 4½-52,836 | 54,611 4½-55,594 | 56,973 4½-57,957 |
| 5 | 53,820 5½-55,003 | 56,577 5½-57,759 | 58,941 5½-60,123 |
| 6 | 56,186 6½-57,367 | 58,941 6½-60,123 | 61,305 6½-62,487 |
| 7 | 58,548 7½-59,730 | 61,305 7½-62,487 | 63,668 7½-64,850 |
| 8 | 60,911 8½-62,290 | 63,668 8½-65,046 | 66,032 8½-67,411 |
| 9 | 63,668 9½-65,046 | 66,423 9½-67,802 | 68,790 9½-70,167 |
| 10 | 66,423 10½-68,286 | 69,180 10½-71,056 | 71,544 10½-73,488 |
| 11 | 70,149 11½-72,646 | 72,931 11½-75,462 | 75,431 11½-78,054 |
| 12 | 75,142 12½-77,503 | 77,993 12½-80,385 | 80,677 12½-83,154 |
| 13 | 79,863 | 82,776 | 85,631 |

- A. Teachers who are not on the maximum step of each salary lane in 2019-2020 shall move half (½) a step during the 2020-2021 school year. The mid-year step shall be annualized.
- B. New teachers hired during the 2020-2021 school year shall be placed on a half (½) step of the 2020-2021 salary schedule.

APPENDIX B
SALARY SCHEDULE FOR
2021-2022

| <u>STEP</u> | <u>BA</u> | <u>MA</u> | <u>6TH YEAR</u> |
|-------------|-----------|-----------|----------------------------|
| 1 | 46,749 | 49,554 | 51,959 |
| 2 | 48,751 | 51,557 | 53,962 |
| 3 | 50,756 | 53,562 | 55,968 |
| 4 | 52,759 | 55,567 | 57,970 |
| 5 | 54,762 | 57,567 | 59,972 |
| 6 | 57,169 | 59,972 | 62,378 |
| 7 | 59,573 | 62,378 | 64,782 |
| 8 | 61,977 | 64,782 | 67,188 |
| 9 | 64,782 | 67,585 | 69,994 |
| 10 | 67,585 | 70,391 | 72,796 |
| 11 | 71,377 | 74,207 | 76,751 |
| 12 | 76,457 | 79,358 | 82,089 |
| 13 | 81,261 | 84,225 | 87,130 |

Teachers who are not on the maximum step of each salary lane in 2020-2021 shall move the remainder of the previous half (½) step during the 2021-2022 school year. The mid-year step shall be annualized.

APPENDIX C
SALARY SCHEDULE FOR
2022-2023

| <u>STEP</u> | <u>BA</u> | <u>MA</u> | <u>6TH YEAR</u> |
|--------------------|------------------|------------------|-----------------------------------|
| 1 | 47,216 | 50,050 | 52,479 |
| 2 | 49,239 | 52,073 | 54,502 |
| 3 | 51,264 | 54,098 | 56,528 |
| 4 | 53,287 | 56,123 | 58,550 |
| 5 | 55,310 | 58,143 | 60,572 |
| 6 | 57,741 | 60,572 | 63,002 |
| 7 | 60,169 | 63,002 | 65,430 |
| 8 | 62,597 | 65,430 | 67,860 |
| 9 | 65,430 | 68,261 | 70,694 |
| 10 | 68,261 | 71,095 | 73,524 |
| 11 | 72,091 | 74,949 | 77,519 |
| 12 | 77,222 | 80,152 | 82,910 |
| 13 | 82,074 | 85,067 | 88,001 |

Teachers who are not on the maximum step of each salary lane during the 2021-2022 school year shall move one (1) step during the 2022-2023 school year.

APPENDIX D
STIPENDS FOR EXTRA DUTY
(Per Position for 2020-2023)

| PROFESSIONAL RESPONSIBILITIES/POSITIONS | 2020-2021 | 2021-2022 | 2022-2023 |
|--|------------------|------------------|------------------|
| Science Coordinator (1) | 646 | 652 | 659 |
| Public Relations Coordinator | 323 | 326 | 329 |
| Class Advisor - Grade 8 (2) | 2,156 | 2,178 | 2,200 |
| Grade 8 Fundraising (1) | 1,294 | 1,307 | 1,320 |
| Mentor Teachers | 1,294 | 1,307 | 1,320 |
| Webmaster (1) | 1,294 | 1,307 | 1,320 |
| CLUBS/POSITIONS | | | |
| Chorus (1) | 1,617 | 1,633 | 1,649 |
| Jazz Band (1) | 1,617 | 1,633 | 1,649 |
| Yearbook (2) | 1,617 | 1,633 | 1,649 |
| Eagle's Eye (1) | 1,617 | 1,633 | 1,649 |
| National Junior Honor Society Advisor (2) | 1,132 | 1,143 | 1,154 |
| Math Counts Advisor (1) | 971 | 981 | 991 |
| Math Olympiad Advisor (1) | 1,132 | 1,143 | 1,154 |
| ATHLETIC/POSITIONS | | | |
| Athletic Coordinator (1) | 3,881 | 3,920 | 3,959 |
| Soccer Coach (2) | 2,103 | 2,124 | 2,145 |
| Varsity Basketball Coach (2) | 2,846 | 2,874 | 2,903 |
| Junior Varsity Basketball Coach (2) | 2,103 | 2,124 | 2,145 |
| Baseball Coach | 2,103 | 2,124 | 2,145 |
| Softball Coach | 2,103 | 2,124 | 2,145 |
| Cross Country Coach | 1,941 | 1,960 | 1,980 |
| Cross Country (Assistant Coach) | 1,520 | 1,535 | 1,550 |
| Track Coach | 2,103 | 2,124 | 2,145 |
| Track (Assistant Coach) | 1,520 | 1,535 | 1,550 |
| Athletic Supervisor (Home Games only) | 32.35/hour | 32.67/hour | 33.00/hour |
| HOURLY POSITIONS | | | |
| Graduation Accompanist | 32.35/hour | 32.67/hour | 33.00/hour |
| Summer School (4 certified/2 classified) | 32.35/hour | 32.67/hour | 33.00/hour |
| Summer Technology (1-55 hours) | 32.35/hour | 32.67/hour | 33.00/hour |
| Special Education Summer School | 32.35/hour | 32.67/hour | 33.00/hour |
| Professional Development Presenters (2 hours) | 131.00 | 132.00 | 133.00 |
| Curriculum Writers (50 hours) | 2,652 | 2,679 | 2,706 |