

AGREEMENT

Between the

NORTH CANAAN BOARD OF EDUCATION

and the

NORTH CANAAN FACULTY ASSOCIATION

July 1, 2018 - June 30, 2022

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AGREEMENT

This Agreement is between the North Canaan Board of Education (hereinafter referred to as the "Board"), and the North Canaan Faculty Association (hereinafter referred to as the "Association").

ARTICLE 1 RECOGNITION

- 1-1 The Board recognizes the Association as the exclusive representative of all the certified professional employees of the Board, employed in positions requiring a teaching or special services certificate and teachers working under a durational shortage area permit, but excluding those categorized as Administrators, for the purpose of negotiations with respect to salaries and other conditions of employment about which either party wishes to negotiate pursuant to Connecticut General Statutes section 10-153g. The Association recognizes the Board as the employer vested with the sole and exclusive powers and authorities to direct and administer the operation of the school district. The Board retains all rights as prescribed by law subject only to the limitations imposed by the language of this Agreement.
- 1-2 The Board reserves the right to them alone to establish policies and take administrative action as mandated under the statutes of the State of Connecticut.
- 1-3 The term "teacher" as used in this Agreement, except where otherwise specifically indicated, is considered to apply to all teachers described in Section 1-1 above and shall mean a person employed in a position requiring a certificate issued by the State Board of Education and included in the teachers unit as defined by Section 10-153(b) of the Connecticut General Statutes.
- 1-4 The term "Superintendent" as used in this agreement is considered to apply to the Superintendent, Assistant Superintendent or anyone acting in that capacity.
- 1-5 "Length of Service" shall mean continuous employment with the Board of Education from the teacher's last date of hire.

ARTICLE 2 NEGOTIATION

- 2-1 Negotiation Over a Successor Agreement
 - 2-1.1 The Board and the Association agree to abide by the Connecticut General Statutes.

2-2 Severability

- 2-2.1 In the event that any provision or portion of this agreement is illegal or 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.
- 2-2.2 This Agreement shall not be altered, amended, or changed except in writing after mutual agreement of the parties and after ratification by duly authorized groups and signed by the Board and the Association which writing shall be appended hereto and become part hereof.

ARTICLE 3
GRIEVANCE PROCEDURE

3-1 Definitions

- 3-1.1 A "grievance" shall mean a complaint by a teacher or group of teachers covered by this Agreement, or the Association, that there has been a violation, misinterpretation, or inequitable application of the terms of this Agreement or the conditions of employment, except that the term "grievance" shall not apply to (a) any matter for which a method of review is prescribed by law; (b) any rule or regulation of the State Commissioner of Education; (c) any by-law of the Board of Education; (d) any matter which according to law is either beyond the scope of the Board authority or limited to unilateral action by the Board alone; (e) complaint of a non-tenured teacher or a teacher working under a durational shortage area permit which arises by reason of his/her not being re-employed; or (f) a complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.
- 3-1.2 "Days" shall mean days when school is in session except during the period July 1 August 31 when "days" shall mean Monday, Tuesday, Wednesday, Thursday, and Friday.
- 3-1.3 "Party in interest" shall mean the teacher, teachers or Association making the complaint, including their designated representatives as provided herein.
- 3-1.4 "Forms" shall mean the appropriate forms as appended hereto in Appendix D.

3-2 Purpose

- 3-2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may

occasionally arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

- 3-2.2 Nothing herein contained shall be construed as limiting the right of any party in interest having a grievance or dispute to discuss the matter informally with any appropriate member of the administration.

3-3 Procedure

- 3-3.1 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 and every effort shall be made to expedite the process. The time limits specified may, however, be extended by written agreement of the parties in interest.
- 3-3.2 In the event a Grievance is filed on or after June 1, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
- 3-3.3 If a teacher(s) does not file a written grievance with his/her immediate supervisor within twenty (20) days after the teacher(s) knows or should have known of the act or condition on which the grievance is based, then the Grievance shall be waived. A grievance filed with the Professional Rights and Responsibilities Committee must reach Level One within thirty (30) days of the date of the grievance.

3-4 Level One - Principal or Immediate Supervisor

- 3-4.1 A teacher or group of teachers of the unit with a grievance or dispute shall first discuss it with his/her or their immediate supervisor or Principal, either directly or through the representative of the aggrieved, with the objective of resolving the matter informally.
- 3-4.2 If a teacher or group of teachers is not satisfied with the outcome of the informal grievance procedures as defined in the above, then the teacher or teachers shall present his/her or their claim as a written grievance to the Principal on form 1.
- 3-4.3 The Principal shall, within five (5) days after receipt of the written grievance, render his/her decision in writing to the aggrieved on form 2 in duplicate.
- 3-4.4 One copy of form 2 is to be returned to the Principal by the aggrieved within three (3) days with a response indicated.

3-5 Level Two - Superintendent of Schools

- 3-5.1 In the event that the aggrieved is not satisfied with the disposition of his/her grievance at Level One, or in the event that no written decision has been rendered by the Principal within five (5) days after presentation of the written grievance, he/she or his/her representative may file within three (3) days of the decision or within eight (8) days after the formal presentation a written grievance with the Superintendent of Schools on form 1.**
- 3-5.2 The Superintendent shall represent the administration at this level of the grievance procedure. Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved and/or his/her representatives in an effort to resolve it.**
- 3-5.3 The Superintendent shall within ten (10) days after the hearing, render his/her decision in writing to the aggrieved on form 3 in duplicate.**
- 3-5.4 One copy of form 3 is to be returned to the Superintendent by the aggrieved within three (3) days with a response indicated.**

3-6 Level Three - Board of Education

- 3-6.1 In the event that the aggrieved is not satisfied with the disposition of his/her grievance at Level Two, or in the event no decision has been rendered within ten (10) days after he/she has first met with the Superintendent, he/she or his/her representative may file within three (3) days of the decision or within thirteen (13) days after the formal presentation a written grievance, indicating such dissatisfaction, with the Board on form 1.**
- 3-6.2 A committee of the Board shall, within ten (10) days after receipt of the appeal, meet with the aggrieved and/or his/her representative for the purpose of resolving the grievance.**
- 3-6.3 The Board shall, within twenty (20) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved on form 4 in duplicate.**
- 3-6.4 The aggrieved shall return one copy of form 4 to the chairman of the Board within three (3) days with a response indicated.**

3-7 Level Four - Arbitration

- 3-7.1 If the aggrieved is not satisfied with the disposition of his/her grievance at Level Three, he/she may within three (3) days after the decision, or within thirty-six (36) days after the Board meeting, request, in writing on form 1 to**

the president of the Association that his/her grievance be submitted to arbitration.

- 3.7.2 The Association shall, within five (5) days after receipt of such request, render its determination to the Board and to the aggrieved on form 5 as to whether or not the grievance is meritorious and the reasons therefore.
- 3-7.3 If the grievance is deemed meritorious by the Association, the chairman of the Board and the president of the Association shall, within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence and indicate such on form 5. If the parties are unable to agree upon an arbitrator within five (5) days, the American Arbitration Association shall immediately be called upon to select the single arbitrator. The Board and the Association shall be bound by the rules and procedures of the American Arbitration Association.
- 3-7.4 The arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the record of prior hearings, and shall hold such further hearings with the aggrieved and other parties in interest as he/she shall deem requisite.
- 3-7.5 The arbitrator shall limit himself/herself to the issues submitted and shall consider nothing else. He/she can neither add anything to nor subtract anything from the Agreement between the parties.
- 3-7.6 The arbitrator shall, within ten (10) days after the close of the hearings, render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning, and conclusion on the issues submitted. The decision of the arbitrator shall be final and binding upon all parties in interest.
- 3-7.7 The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

3-8 Rights of Teachers to Representation

- 3-8.1 No reprisals of any kind shall be taken by the Board or by any member of the administration or by the Association or aggrieved against anyone by reason of participation in the grievance procedure or support of any participant thereto.
- 3-8.2 Representation at any level of the grievance procedure shall be limited to the grievant and/or an authorized Association representative, except that only the Association may present a grievance at Arbitration.

3-9 Miscellaneous

- 3-9.1 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.**
- 3-9.2 Copies of the forms to be used in processing a grievance and for reporting decisions and recommendations shall be made available by the Superintendent and the chairman of the Professional Rights and Responsibilities Committee of the Association.**

ARTICLE 4
TERMINATION AND RECALL PROCEDURES

4-1 General Statement of Policy

It is recognized that under State law the Board has the responsibility to maintain good public elementary and secondary schools and to implement the educational interests of the State. However, recognizing also that it may become necessary to eliminate professional staff positions in certain circumstances, this policy is adopted to provide a fair and orderly process should such eliminations become necessary. This article shall not apply to employees holding durational shortage permits. These individuals have no contractual right in reference to layoff and/or recall.

4-2 Procedure

- 4-2.1 The Board may, in the first instance, exercise its right and power to reduce the number of teaching staff positions without determining which teacher contracts will be terminated, if any, or what other staffing changes will be made to effectuate the purpose of position elimination.**
- 4-2.2 Prior to commencing action to terminate teacher contracts under this policy, the Board will give due consideration of its ability to effectuate position eliminations and/or reduction in staff by:
 - 1. Voluntary retirements**
 - 2. Voluntary resignations****
- 4-2.3 If the position of a teacher who has attained tenure status is eliminated by the Board, such teacher will have the right to be placed in an available position for which he or she is certified and qualified. Available positions shall include those held by non-tenured teachers.**
- 4-2.4 When the Board votes to eliminate a position in a department or subject area, the following criteria shall apply in determining what teaching contracts, if**

any, will be subject to termination. The criteria shall be applied sequentially and are:

- (a) Certification
- (b) Total continuing paid teaching experience in the school district. Unpaid leaves of more than one semester will not count in the calculation of total paid teaching experience. However, such leave shall not be considered an interruption of total continuing teaching experience.
- (c) Performance as determined by written summary evaluation.
- (d) In the event that the application of the criteria (a) (b) (c) is not sufficient to determine which teacher's contract will be subject to termination, the date of contract signing will be the determining factor.

4-3 Recall Procedure

If the contract of employment of a teacher is terminated because of elimination of teaching positions, the name of that teacher shall be placed on a reappointment list and remain on such list for a period of two (2) years. If a position becomes open during such two (2) year period, teachers shall be recalled in the inverse order of being laid off, provided said teacher is certified and qualified for said position. The teacher will be notified in writing by certified mail, return receipt requested, sent to his/her last known address, at least thirty days prior to the anticipated date of reemployment. In determining whether a teacher is qualified for reappointment, the Board shall consider criteria as set forth in 4-2.4 above. The teacher shall accept or reject the reappointment in writing within ten (10) days of receipt of notice. If the appointment is accepted, the teacher shall receive a written contract of employment within twenty (20) days of receipt of the teacher's reply by the Board. If the teacher rejects the appointment offer or does not respond according to this procedure within ten (10) days, the name of the teacher will be removed from the recall list.

- 4-4 The provisions of Article 4-1 and 4-2.1 shall not be subject to the grievance procedure as set forth in Article 3.

ARTICLE 5 **PROTECTION OF TEACHERS**

- 5-1 Teachers shall report immediately in writing to their Principal or immediate supervisor and to the Superintendent all cases of assault or legal action suffered by them in connection with their employment.

- 5-2 The Board and the Association recognize the "Protection of Teachers" is provided for in Connecticut General Statutes.

ARTICLE 6 USE OF TEACHER VEHICLES

6-1 Insurance on Vehicles

- 6-1.1 The Board is protected, under the non-ownership clause of its transportation insurance, against judgment arising from accidents in which a school teacher, using his/her personal vehicle on school business, is involved. The first claim, however, is placed against the owner of the vehicle.
- 6-2 Mileage reimbursement where authorized by the Board will be at the rate specified by the I.R.S. and adjusted as per date of publication by the I.R.S.

ARTICLE 7 LEAVES

7-1 Personal Illness

- 7-1.1 Fifteen days of sick leave per year will be granted to each teacher. Unused sick leave will be accumulated to a maximum of one hundred seventy (170) days. If the accumulated sick leave is exceeded, salary deductions thereafter will be at the per diem rate of full salary until employment of the teacher is terminated.
- 7-1.2 A medical certificate is required for sick leave of any duration if a teacher's absence from duty occurs frequently or habitually and when, in the judgment of the Principal, evidence indicates reasonable cause for requiring such certificate.
- 7-1.3 The Board agrees that the first thirty (30) school days of any approved leave covered by Workers' Compensation will not be counted as sick leave. A teacher receiving Workers' Compensation pay shall receive a rate of pay equal to the difference between his/her earned salary and Workers' Compensation pay for the first thirty (30) days of the teacher's leave, unless greater coverage is required by law. Beyond the first thirty (30) days of the teacher's leave, except in cases covered by Connecticut General Statutes Section 10-236a, the teacher may use accumulated sick leave up to sixty days

(60) on a pro-rated basis to supplement his/her workers' compensation temporary disability benefits so that the teacher receives full pay.

7-1.4 After accumulated sick leave has been exhausted a leave of absence will be granted without pay to the end of the school year for extended illness, injury or disability (including disability arising out of pregnancy) occurring during the summer or within the school year. However, determination should be made by June 15 as to whether the teacher will be able to return to full-duty status the following September or whether a replacement should be hired. In the event of full recovery after a replacement has been hired, the teacher will be given special consideration when there is a vacancy in an equivalent position.

- (a) All insurance, retirement, and other teacher benefits shall continue in force for any teacher on leave without pay, provided that the teacher pays all premiums, contributions, and other costs requisite to keep such benefits in force during such period.

7-2 Family Illness

7-2.1 Where the teacher's presence is required, up to three days leave per year, noncumulative, will be granted by the Principal for illness of a teacher's child, spouse, spouse's parent, parent or dependent.

7-3 Bereavement

7-3.1 Up to five days leave at any one time, non-cumulative, will be granted by the Principal for death in the immediate family - here defined as husband, wife, either spouse's parent or legal guardian, grandparent, grandchild, child, sister, brother, or other relative/dependent living within the teacher's household.

7-4 Personal Leave

7-4.1 When arrangements cannot be made by the teacher for a time outside of the regular school day, each teacher is entitled to two (2) days personal business leave per year, non-cumulative, with full pay.

7-4.2 In the case of religious holidays, up to three (3) days per year may be granted with no resulting loss in personal days.

7-4.3 Notification of personal or religious leave must be made in writing at least five (5) school days in advance, except in emergencies which prevent such advance notice.

7-4.4 Personal leave shall not be used either immediately before or after a scheduled holiday or vacation without prior approval of the Superintendent or his/her

designee. A teacher making such a request must submit a specific statement of the reason for the leave before the Superintendent or his/her designee approves the request. Permission for leave requests shall not be arbitrarily or unreasonably withheld.

- 7-4.5 Personal business leave generally refers to business that cannot be transacted outside of school hours including, but not limited to, the following: attendance at the graduation exercise or travel to a graduation of self or an immediate family member, marriage of self or a member of the immediate family, and compulsory legal matters.

7-5 Sabbatical Leave

- 7-5.1 Desiring to reward professional performance and encourage independent research and achievement, the Board hereby initiates the policy of sabbatical leave for teachers for approved scholarly programs whether or not carried on in an academic institution, subject to the following conditions. It is understood that the granting of sabbatical leaves is within the discretion of the Board of Education.

- (a) Not more than one teacher in the North Canaan Elementary School shall be absent on sabbatical leave at any one time.
- (b) Request for sabbatical leave must be received by the Superintendent in writing in such form as may be required by the Board no later than December 31 of the year proceeding the school year for which the sabbatical leave is requested. The Board shall reply within a thirty (30) day period.
- (c) The teacher has completed at least seven consecutive full school years of service in the school district.
- (d) Salary paid to a teacher on sabbatical leave shall be paid at the rate of three-fourths ($\frac{3}{4}$) of his/her basic salary which would have been in effect had he/she remained in the system, proportionate with the length of the leave.
- (e) The teacher shall agree to return to employment in the North Canaan Public Schools for one full year for each one-half year's leave. Upon such return the teacher shall be placed on the appropriate step in the salary schedule as though such teacher had not been on leave.
- (f) Basic salary paid teachers on sabbatical leave will be advanced upon a personal note, repayable within two years from completion of the agreed study period if the individual fails to return for the required one or two years. The note which the teacher shall execute shall include the obligation to pay the Board's reasonable attorneys' fees in the event the teacher fails to return from sabbatical leave or leaves the Board's employ prior to the expiration of the

required one or two year period. Such note shall be reduced on a pro-rata basis and shall be automatically canceled upon completion of the agreed term of post-study employment or upon permanent disability or death of the teacher. For example, ten (10) percent of a one-year obligation or five (5) percent of a two-year obligation will be canceled upon completion of each month of return service.

7-6 Jury Duty

- 7-6.1 If the teacher called for jury duty cannot be excused from such duty on his/her own request or the request of the Principal or Superintendent of Schools, he/she shall receive leave for jury duty.
- 7-6.2 The teacher shall notify the Principal upon receipt of a summons to jury duty.
- 7-6.3 The teacher receiving leave for jury duty shall receive a rate of pay equal to the difference between his/her earned salary and jury fee.

7-7 Special Leave Request

- 7-7.1 Leaves not covered by the preceding sections may be granted by the Board of Education, without pay and without establishing precedents for similar requests, upon timely application from the teacher.

7-8 Maternity

- 7-8.1 An employee who is pregnant shall receive a leave of absence for the reasonable period of physical disability due to childbirth. Such leave shall be treated the same as any other short-term disability, and shall be with pay to the extent of accumulated sick leave. Except in the case of medical difficulties, sick leave is not normally expected to continue for more than six (6) weeks after delivery. Upon her return the teacher shall be assigned to her former position.
- 7-8.2 Forms signed by the teacher's physician, indicating commencement and termination of temporary disability due to pregnancy, will be supplied by the Superintendent's office.

7-9 Parenting Leave

- 7-9.1 Any tenured teacher in the bargaining unit shall be eligible, upon written request to, and approval of, the Superintendent, which approval will not be unreasonably withheld, for an extended leave for the purpose of parenting. Such leave shall be without pay and fringe benefits and for a period of time of not less than one (1) semester or more than two (2) school years from the date of the beginning of said leave. Any such leave must begin within six (6) years

of the birth or adoption of the child for whom the leave is taken. Any parenting leave must be followed by a term of active continuous employment of at least one (1) school year before such leave can be taken again. Teachers on parenting leave must notify the Superintendent of their intention to return to work on or before March 15th of the leave year or the position will be considered vacant and will be filled in accordance with Article 14-2.

- 7-9.2 A teacher on such leave shall, if reinstated, be reinstated on the first day of school in the subsequent school year, or as otherwise determined by the Superintendent with Board approval.
- 7-9.3 No benefits (including seniority) shall accrue while any teacher is on said leave but all benefits existing on the commencement of leave shall be restored upon reinstatement. Any such reinstated teacher whose leave exceeded one semester shall be placed on the step of the salary schedule he or she occupied during the last school year worked by the teacher. Any such reinstated teacher whose leave did not exceed one semester, shall be placed on the salary schedule one step higher than that he or she occupied during the last school year worked (unless said leave and said reinstatement occurs in the same school year). No step movement is earned upon reinstatement from parenting leave unless such step movement is included in Appendix A for the respective salary schedule for the subsequent school year.
- 7-9.4 At the end of such leave, the teacher shall be reinstated to a position equivalent to that held at the time the said leave began if such a position exists.
- 7-9.5 Except in emergency situations, a request for such leave shall be made at least sixty (60) days prior to its commencement unless, in the case of an adoption, a teacher receives knowledge of the effective adoption date less than sixty (60) days prior to commencement of leave, in which case such request shall be made upon receipt of such knowledge.
- 7-9.6 Where both parents are covered by this agreement, they shall not be eligible for such leave at the same time.
- 7-9.7 No teacher shall be eligible for more than one such leave per child.
- 7-9.8 Any such teacher may continue to participate in the group medical insurance plans at his or her own expense during the period of such leave.

7-10 Consultants' Leave

- 7-10.1 Each teacher will, with permission from his/her Principal, Director of Pupil Services, and/or Superintendent, be allowed two (2) days without loss of pay for the purpose of acting as a consultant within his/her particular area of

expertise. The teacher may choose to take these days with or without pay. If the teacher elects to take the day with pay, all consultation fees shall be signed over to the Board.

7-11 Sick Leave Bank

- 7-11.1 Each teacher shall be permitted to contribute three (3) days from his/her sick leave accumulation reserve each school year to a "Sick Leave Bank" which shall be established to aid teachers who suffer prolonged illness and whose sick leave accumulation has been exhausted. The bank shall be built up to a maximum of one hundred and fifty (150) days.
- 7-11.2 A teacher may be permitted, on written application, to draw up to thirty (30) days against the sick leave bank after his/her own accumulated sick leave has been exhausted.
- 7-11.3 The following conditions shall apply:
 - (a) Additions to the bank shall be made at the beginning of each school year.
 - (b) A person withdrawing from membership in the bank will not be permitted to withdraw the contribution days.
 - (c) Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member to the bank.
 - (d) Sick leave shall mean the leave the teacher has for that year plus his/her accumulation.
 - (e) The Sick Bank will be administered by a committee of four (4), two of whom shall be appointed by the Association and two by appointment of the Superintendent.

ARTICLE 8
SCHOOL DAY AND YEAR

- 8-1 Each teacher will be on duty before and/or after school for a total of thirty-five (35) minutes daily to plan and carry out individual professional responsibilities. Exceptions may be approved by the Principal. The total length of the regular teacher work day shall be seven hours and ten minutes.

- 8-2 Should the length of the teachers' work day be increased, teachers shall be compensated at the hourly rate of 1/1.295 of their annual salary.
- 8-3 If a teacher's work year is extended by the Board beyond 186 days, additional compensation for any such days shall be at the rate of 1/186 of the teacher's salary. If a teacher's work year is reduced by the Board to less than 186 days, the compensation for any affected teacher shall be reduced by 1/186th for each day that the work year is reduced.
- 8-4 Effective July 1, 2018, the teacher work year shall be 186 days and consist of a total of one hundred and eighty (180) student contact days. Four (4) days of the teacher work year beyond the student contact days shall be used as professional development in-service days for the teachers.
- 8-5 Notwithstanding Section 8-4 above, the teacher work year for new hires in the district shall be 187 work days. The additional orientation day shall occur in August, before the school year commences.

ARTICLE 9

LUNCH PERIODS

- 9-1 Teachers shall have a duty-free lunch period of not less than twenty minutes.

ARTICLE 10

CLASS SIZE AND TEACHER LOAD

- 10-1 Optimum class size for kindergarten and first grade will be eighteen (18) to twenty-two (22) pupils, and for other grades twenty (20) to twenty-five (25). The Board will give consideration to splitting classes when enrollment begins to move appreciably beyond these optimum sizes.
- 10-2 All teachers shall have an average of one (1) preparation and planning period per day equal in length to the amount of time allotted for specialist instruction in art, music, and physical education, computer and library, as long as these special instruction classes are offered.

ARTICLE 11

MEETINGS

- 11-1 A schedule of local faculty meetings will be developed by September 1st of each school year. These will be arranged for a given day of the week. They will generally be held

monthly and not more frequently than twice monthly. A predetermined time for beginning and ending such meetings will be established. General information items not requiring discussion will be distributed via faculty bulletins.

ARTICLE 12
BOARD DETERMINATION OF PAY INCREASE STATUS

- 12-1 The Board reserves the right to withhold a step and/or general wage increase in cases where service is deemed less than satisfactory. A decision to withhold such increase will be made by the Superintendent and shall be communicated to the teacher no later than May 15th. Said action shall be based upon written evidence presented by the Superintendent to the teacher and the Principal. This evidence shall indicate that attempts have been made by supervisory personnel to aid the teacher in correcting the reported inadequacies. These efforts to help the teacher must have been made during the period commencing September 1st of the current work year and ending May 1st of the current year. After one year of satisfactory service, as determined by the evaluation plan, the teacher will be placed on the step of the salary schedule appropriate with his/her education and length of service.

ARTICLE 13
JUST CAUSE

- 13-1 No teacher shall be demoted, disciplined, or reduced in pay or benefits without just cause.

ARTICLE 14
ASSIGNMENT AND TRANSFER

- 14-1 Assignment of teachers to grades or subject areas is the responsibility of the school administrators. When a change of assignment is contemplated by the administration, the Principal or Superintendent will discuss the advantages and disadvantages of the move with the teacher or teachers involved prior to making the move. When a teacher desires a change of position within the school, the teacher will apply in writing to the Superintendent and Principal stating the reasons. If the change is not granted, a letter from the Superintendent or Principal will be sent to the teacher explaining the reason(s) for not granting the change of position. Current teachers shall receive notification of their programs for the ensuing school year prior to June 1st. In the event of a change in circumstances or conditions during the months of June through August (resignation, death, leave of absence, financial constraints, renovation, and so forth), such assignments may be changed as required thereby with prompt notice to the teacher.

- 14-2 Vacancies in certified positions in the North Canaan elementary schools caused by retirement, resignation, death or termination, or newly created positions shall be posted. A copy of the posting notice shall be sent to the president of the Association at his/her home address. During the school year the notice will be posted for at least ten (10) days prior to the deadline for submitting applications. During the summer recess, notice to the president of the Association shall constitute posting.

ARTICLE 15
PROFESSIONAL GROWTH

- 15-1 Every teacher recognizes a responsibility for continuous effort to keep abreast of new or developing activities within his/her own field or within the cultural context in which our school functions.
- 15-1.1 A variety of planned, Board sponsored activities will be set up in cooperation with the Region One Professional Development and Evaluation Committee. The variety may be broad or narrow, depending upon the needs of the school. These may include subject or grade level study groups, curriculum committees, classes within the adult education program, local school study groups, university courses, approved individual work or independent study single session meetings, demonstrations or workshops, and trips or visits within or outside of the Region.
- 15-1.2 Reimbursement for approved out-of-Region visits or trips will be in full with mileage reimbursement at the rate specified by the I.R.S. and adjusted as per date of publication by the I.R.S.
- 15-2 Assigned summer or vacation paid duties excepting summer school teaching.
- 15-2.1 When it is specifically in the interest of the educational program to have an individual teacher do special work or take special training at Board expense, such assignment will be initiated by the Superintendent of Schools and paid at the rate of \$38.00 per hour. No teacher can be required to accept such summer or vacation assignment even though compensation is offered. Any such assignment acceptable to a teacher must have Board approval.
- 15-3 Leave for Professional Purposes
- 15-3.1 Out-of-district visits or professional meetings may be initiated by the teacher or the administration. One (1) day trips must be approved by the Principal. Trips of two (2) or more days must have prior approval by the Superintendent, and programs of three (3) or more days' duration must have approval by the Board of Education as well.

- 15-3.2 Reimbursement for the costs of leave for professional purposes will be at the rate of one hundred percent (100%) of the total cost submitted by the teacher unless the teacher elects to incur the expenses.

ARTICLE 16
BOARD OF EDUCATION FUNCTIONS

- 16-1 The Board retains all rights as prescribed by law subject only to the limitations imposed by the language of this Agreement.

ARTICLE 17
PERFORMANCE

- 17-1 It is understood and agreed that teachers shall continue to serve under the direction of the Superintendent of Schools and in accordance with Board and administrative policies, rules, and regulations, provided that the language of the Agreement shall supercede and prevail over any conflicting provisions.

ARTICLE 18
SEVERANCE

18-1 **Severance Allowance**

- 18-1.1 Except in the case where a teacher is terminated for cause the Board agrees to pay a severance allowance of fifteen percent (15%) of the teacher's basic salary provided that the teacher has spent at least twenty (20) years in the district. Teachers must notify the Superintendent prior to February 1st of the year they intend to retire except for special circumstances, provided the employee submits full written disclosure explaining why notice is late.
- 18-1.2 In the event of the teacher's death prior to retirement, the allowance will be paid to the teacher's designated beneficiaries.

ARTICLE 19
SALARY CHECKS AND DEDUCTIONS

- 19-1 All teachers shall have the option of being paid their annual salary bi-weekly on either of the following schedules:

- 19.1.1 Twenty-two (22) equal payments August through June depending on the calendar year.
OR
- 19.1.2 Twenty-six (26) equal payments August through June depending on the calendar year, with a lump sum payment in June.
- 19.1.3 Board agrees to provide direct deposit to the institution of the teacher's choice.
- 19-2 In the event a teacher leaves the employ of the Board before the end of the school year, a salary adjustment would be computed at the per diem rate of earned salary.
- 19-3 A teacher may, on written request, have deductions made from his/her salary for any of the approved list set forth on Appendix C.
- 19-4 Service Fee
 - 19-4.1 Conditions of Employment. All teachers employed by the Board shall, as a condition of employment, join the Association or pay a service fee to the Association. Said service fee shall be not greater than the amount uniformly required of members of the Association which represents the costs of collective bargaining, contract administration and grievance adjustment.
 - 19-4.2 Deductions. The Board of Education agrees to deduct from each teacher an amount equal to the Association membership dues or service fee by means of payroll deduction. Association membership dues or service fee will be deducted in twenty (20) equal installments beginning with the first paycheck in September. The amount of Association membership dues and service fee shall be certified by the Association to the Board prior to the opening of school each year.
 - 19-4.3 Subsequent Employment. Those teachers whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the remaining school year.
 - 19-4.4 Forwarding of Monies. The Board agrees to forward to the Association each month a check for the full amount of money deducted during that month. The Board shall include with such check a list of teachers from whom said deductions were made.
 - 19-4.5 Save Harmless. The Association agrees to indemnify, defend and hold the Board harmless against all liability, fees and costs that may arise by reason of any action taken by the Board in compliance with the provisions of this section. The Association is free to hire counsel of its choice.

- 19-4.6 The singular reference to the Association herein shall be interpreted as referring to the North Canaan Faculty Association, the Connecticut Education Association and the National Education Association.

ARTICLE 20
FORMS AND DEFINITIONS

- 20-1 Prior to the end of the school year, each teacher shall receive notice of his/her placement on the salary schedule for the following year based upon information in the file at that time.
- 20-2 The term "per diem rate" as used in this Agreement shall mean the teacher's salary divided by the number of days in that teacher's contracted school year.
- 20-3 The term "teacher's salary" as used in this Agreement is specified as follows:
- 20-3.1 Basic salary refers to the salary specified in Appendix A.
- 20-3.2 Full salary refers to the "basic salary" plus monies paid under Appendix B.
- 20-3.3 Earned salary refers to either "basic" or "full" accrued salary, to depend on whether the duties under Appendix B have been performed.

ARTICLE 21
PLACEMENT ON SALARY SCHEDULE

- 21-1 New teachers will be placed on the salary schedule in accordance with their training and prior experience as outlined below:
- 21-1.1 New teachers will be placed on the salary schedule at or above BA Step 1. Up to full salary credit for prior experience may be granted according to the current salary schedule after evaluation by the Superintendent in conference with the candidate. No teacher will be placed higher on the salary schedule than existing teachers with the same credited experience.

Except, in areas designated as shortage areas by the Commissioner of Education, the Superintendent or his/her designee may approve of starting people on the schedule up to three (3) steps beyond that indicated by credited previous teacher experience and step placement of existing district employees.

- 21-1.2 **Equivalency of prior relevant non-teaching experience may be worked out by a candidate and the Superintendent subject to approval of the employing Board of Education.**
- 21-1.3 **Evaluation of previous experience and the granting of less than full service credit may be in order when there has been an absence from teaching service for more than five years; when prior service was under other than public school auspices; or when a retired teacher is returning for temporary service. Such evaluation will be done by the Superintendent in conference with the candidate and will be embodied in the Superintendent's recommendation to the Board.**
- 21-2 **Up to two years of salary credit will be granted for full time active military service or for active Peace Corps service on a year for year basis.**
- 21-3 **The following definitions will apply to training status:**
- 21-3.1 **Bachelor - a baccalaureate degree earned at an accredited college or university.**
- 21-3.2 **Master - a master's degree earned at an accredited college or university or a full year of study within an approved doctoral program (as the preparing institution defines the equivalent of a full year of study but not less than twenty-four (24) credit hours of study).**
- 21-3.3 **Sixth Year - the sixth year may be evidenced by a Professional Diploma or Certificate awarded by an approved institution within a two-year post Master's Program.**
- (a) or a second one-year master's degree, which is relevant to the teaching assignment;**
- (b) or the sixth year may be a year's study (as the preparing institution defines the equivalent of a full year of study) taken within an approved doctoral program in which an individual who has completed the master's degree is fully matriculated;**
- 21-3.4 **Teachers presently employed on the sixth year schedule will retain their position on such schedule. Teachers covered by this contract who have earned doctorate degrees shall be placed on the appropriate step of the Doctorate Schedule.**
- 21-3.5 **Change in degree status will occur in September or February. Teachers who anticipate changes in degree status must notify the school administrator by February 1st of the preceding year and must declare whether the change will take place in September or February. In order to obtain the degree change, such teachers must provide the school administrator with an official transcript verifying**

the degree status before August 31st for September change and before January 31 for a February change. Degree status will not take place without the submission of such verification and the late submission of such verification will cause the degree change to take place at the next change time. That is, a late September submission would become effective the following February.

ARTICLE 22 INSURANCE

22-1 Health Insurance

Eligible teachers may participate in the insurance plan described in this Article.

22-1.1

Each teacher who is eligible for individual, two person or family coverage under the health insurance plan described below may elect to be covered by executing and returning to the Board between June 1 and June 20 of each year the form attached to this Agreement as Appendix E.

Only teachers who work at least a .5 FTE for the North Canaan Elementary School are eligible to participate in the Board's group health and dental insurance coverage.

22-1.2

The Board shall offer one insurance plan to eligible teachers, the Connecticut Partnership Plan 2.0 (hereinafter the Partnership Plan). The plan benefits shall be as set forth in the Partnership Plan effective on July 1, 2018 including any subsequent amendments or modifications made to the Partnership Plan by the State and its employee representatives (a summary of which is affixed to Appendix F of this document). The administration of the Partnership Plan, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the Partnership Plan.

22-1.3

The Partnership Plan contains a Health Enhancement Plan (HEP) component. All employees participating in the Partnership Plan are subject to the terms and provisions of the HEP. Within eighteen (18) months of joining the plan, all employees and dependents must meet the minimum requirements of HEP. In the event Partnership Plan administrators impose the HEP non-participation or noncompliance monetary fee (NCMF) per month premium cost increase or the deductible fee increase, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The NCMF per month premium cost increase shall be implemented through payroll deduction, and the increase to annual deductible shall be implemented through claims administration.

22-1.4

Premium rates will be established by the State of Connecticut for the relevant periods, and shall be inclusive of medical, vision, and Prescription (Rx). Based on such rates, the Board and Association shall agree on a blending methodology and establish a blended rate to provide the same rate to active and retired teachers in accordance with statute.

22-1.5

Teachers shall pay the following premium cost-sharing percentages for the Partnership Plan.

For 2018-2019	Teachers shall pay 21.0% of the cost of the annual premium for the Partnership Plan
For 2019-2020	Teachers shall pay 20.0% of the cost of the annual premium for the Partnership Plan.
For 2020-2021	Teachers shall pay 19.0% of the cost of the annual premium for the Partnership Plan.
For 2021-2022	Teachers shall pay 19.0% of the cost of the annual premium for the Partnership Plan.

All new teachers hired after 6/30/06 who work less than 1.0 FTE for the Board, but equal to or greater than .5 FTE, will pay a proportionate amount for the insurance plan that is based on their FTE differential. For example, a .5 FTE teacher would pay 50% for his/her insurance, and a .8 FTE teacher would pay 20% for his/her insurance. At no time, however, during the life of this Agreement shall a teacher who works less than full time for the Board pay a lower percentage for his/her insurance than 1.0 FTE teachers. (Accordingly, in 2018-2019 work year, a .8 FTE teacher would pay 21% for his/her health insurance) Exceptions may be made for shortage area teachers, as that term is defined on an annual basis by the State Department of Education.

22-1.6

In any re-opener negotiations as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the plan set forth in Article 22 of the 2014-2018 collective bargaining agreement to be the baseline for such negotiations, and the parties shall consider the following additional factors:

1. Trends in health insurance plan design outside of the Partnership Plan;
2. The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

Re-opener negotiations shall occur under the following conditions:

- (a) If the Partnership Plan in its current form is no longer available; or if the benefit plan design of the Partnership Plan is modified as a result of a change in the State's collective bargaining agreement with SEBAC, and if such modifications would substantially increase the cost of the medical insurance plan offered herein.
- (b) If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the Partnership Plan, or if additional fees and/or charges for the SPP Partnership Plan are imposed so as to affect the Board, any of which amendments, changes, fees, or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein,
- (c) If the total cost of the Partnership Plan would trigger an excise tax under the Internal Revenue Code Section 4980I, otherwise known as the Affordable Care Act, in the 2020 calendar year.

Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.

22-2 Dental Insurance

The Board shall offer two dental insurance plan options from the Connecticut Partnership Plan 2.0 to eligible teachers (a summary of which is affixed to Appendix G of this document). The benefits that will be effective on July 1, 2018 for the two plan options, as set forth in the Partnership Plan documentation issued by the State of Connecticut, are as follows:

(1) Partnership Plan 2.0 Option 4 (\$1,000 Annual Maximum Plan with \$1,500 Lifetime Orthodontia Max and a \$25 individual/\$75 family deductible);

and

(2) Partnership Plan 2.0 Option 5 (Unlimited Maximum Plan with no deductible, no Orthodontia).

Either dental plan may be subsequently amended or modified by the State and its employee representatives.

The administration of the two dental plan options, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the Partnership Plan.

Teachers shall make payment for a percentage of the annual cost of the dental insurance benefit based on the following schedule:

2018-2019	19.5%
2019-2020	19.5%
2020-2021	19.5%
2021-2022	19.5%

22-3 Section 125 Deductions

The North Canaan School District shall implement and maintain a Section 125 pre-tax deduction in accordance with the applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provision) so long as said provisions allow for such a plan. The North Canaan Board of Education shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of the employee insurance premium contributions. Neither the Association nor any employee covered by this agreement shall make any claim or demands nor maintain any action against the school district or any of its members or agents for taxes, penalties, interests or other cost or loss arising from the use of the wage deduction form or from a change in law that may reduce or eliminate the employee tax benefits to be derived from this plan. Further, the parties agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining agreement and the carrier's insurance plan.

22-4 Life Insurance:

23-3.1 The Board shall provide and pay one hundred percent (100%) of the premium cost of term life insurance equal to \$85,000 for non-tenured teachers; and \$170,000 for tenured teachers (a summary of which is affixed to Appendix H of this document).

22-4 Change of Insurance Carrier

The Board may substitute any insurance carrier for any insurance carrier specifically named in this Agreement so long as the new insurance coverage provides an overall level of benefits that remains substantially equivalent to or better than the current insurance coverage. The "substantially equivalent to or better than" standard shall be applied on program-wide analysis, including the network, and shall not be benefit specific.

At least sixty (60) days prior to changing insurance carriers, the Board or its designee shall notify the Association in writing. Upon request, the parties shall meet to discuss the proposed change. Should the Association and the Board disagree that the changes proposed would provide substantially equivalent coverage, when viewed in total, the disagreement shall be subject to impartial arbitration before a mutually agreeable member of the American Arbitration Association. The Board will not change to the new insurance carrier until the Arbitrator's decision has been issued in writing.

ARTICLE 23
SUBSTITUTES

- 23-1 This article will not pertain to emergency situations, which arise during the school day or to days or half days for which a substitute is paid.
- 23-2 In the event that a teacher is required to cover a class or portion of a class for a teacher who is absent for an entire day, said teacher will be compensated at a rate proportional to the amount of time spent in substitution, based on a substitute teacher's daily rate of pay.

ARTICLE 24
TUITION REIMBURSEMENT

- 24-1 Teachers who successfully complete graduate level courses in a program of courses approved by the Superintendent of Schools shall be reimbursed at a rate equal to fifty percent (50%) of the cost of a credit hour at the Connecticut State University up to a maximum of six (6) credit hours annually.
- 24-2 Reimbursement shall be made within thirty (30) days of the date that the teacher submits to the Superintendent the college receipt for the payment together with written evidence from the college that the teacher has satisfactorily completed the course, with a grade of B or better.
- 24-3 To be eligible for reimbursement, the teacher must have prior approval of such graduate level courses from the Superintendent or his/her designee.
- 24-4 Decisions of the Superintendent to approve or disapprove course reimbursement shall not be subject to the grievance procedure set forth in Article 3 of this Agreement.

ARTICLE 25
EVALUATION

- 25-1 Any allegation that the Administration has violated a procedure contained within the District's teacher evaluation plan may be filed as a grievance pursuant to Article 3 of this Agreement. All such grievances shall be in writing and filed within ten (10) business days of the alleged act or omission regarding procedure(s) under the evaluation plan, and shall recite the specific procedure(s) under the evaluation plan allegedly violated and the specific relief requested. Nothing herein shall be interpreted to provide a right to any teacher, or the Association, to file a grievance regarding the contents, merits, or any aspect of any teacher's evaluation except for procedural violations.

ARTICLE 26
DURATION

26-1 The provisions of this Agreement shall be effective as of July 1, 2018 and shall remain in full force and effect and shall bind and inure to the benefits of the parties hereto and their successors, to and including June 30, 2022.

IN WITNESS HERETO, each of the parties hereunto has caused these presents to be executed by its proper officer, hereunto duly authorized, and its seal affixed hereto as of the date and year first above written.

NORTH CANAAN ELEMENTARY
SCHOOL FACULTY ASSOCIATION

By Melissa A. Bachito

Its President

Hereunto duly authorized

Date: 3/29/18

NORTH CANAAN ELEMENTARY
SCHOOL BOARD OF EDUCATION

By Karen Riccardelli

Its Board Chair

Hereunto duly authorized

Date: 3/29/18

APPENDIX A
SALARY STEP MOVEMENT

Due to the necessity of moving up the salary schedule at the precise mid-way point of year 1, 2018-2019; and Year 3, 2020-2021, the following guide shall be used to track which steps current and future teachers move to year to year during the life of this Agreement. Steps with an asterisk (*) designate step movement for new teachers hired for the respective school year at the lowest step of the salary schedule. This chart is merely an illustration of each teacher's expected step increase from year to year. This chart has no impact on the precise salary step schedules for each work year.

YEAR TO YEAR STEP MOVEMENT

2017-2018	2018-19	2019-20	2020-21	2021-22
				2
			2 *	2
		2 *	3	3
	1 *	2	3	3
1	2	2	3	3
2	3	3	4	4
3	4	4	5	5
4	5	5	6	6
5	6	6	7	7
6	7	7	8	8
7	8	8	9	9
8	9	9	10	10
9	10	10	11	11
10	11	11	12	12
11	12	12	13	13
12	13	13	13	13

If a teacher requests to take a full year or two-year leave of absence, and the Board grants such a request during the term of this 2018-2022 Agreement, the teacher, the Association and the Board shall address, at that time, how the teacher's salary may be impacted upon his/her return to a teaching position in the North Canaan Public Schools.

APPENDIX A-1
2018-2019
SALARY SCHEDULE

For the school year 2018-2019, the salaries of all certified professional employees shall be in accordance with the salary schedules and provisions set forth in the contract.

STEP	BA	MA	6 th	DOC
1	40,579	44,204	45,587	49,288
2	41,465	45,825	47,487	51,340
3	43,019	47,886	49,862	53,906
4	44,633	50,158	52,356	56,600
5	46,307	52,665	55,002	59,432
6	48,065	55,297	57,722	62,700
7	49,847	58,063	60,608	66,150
8	51,840	60,965	64,548	69,786
9	54,180	64,283	69,010	74,290
10	57,904	69,161	74,239	78,448
11	62,600	74,368	79,647	84,616
12	65,861	78,050	83,503	88,930
13	69,808	82,544	88,227	94,170

All teachers not at maximum in the 2017-2018 school year shall move to the next highest step number for the 2018-2019 school year at the precise mid-way point of the 2018-2019 work year. However, the Board and the Association have agreed that teachers will receive a pro-rated salary for the entire 2018-2019 work year that incorporates the increase associated with the mid-year step movement, beginning at the commencement of the 2018-2019 work year. Thus, the gross salary amount in each individual teacher's paycheck should be uniform across the work year. **Please see the actual salary schedule to be paid out in Appendix A-1a.**

New teachers hired for the commencement of 2018-2019 with no previous teaching experience or credits and not teaching in a shortage area, will be placed on Step 1 of the salary schedule and shall not receive midyear step movement. All other teachers hired for the commencement of 2018-2019 will be placed according to the collective bargaining agreement and receive midyear step movement allowing them to earn the same as existing teachers with the same or similar experience.

APPENDIX A-1a
ACTUAL SALARY SCHEDULE TO BE PAID – 2018-2019

STEP	BA	MA	6 th	DOC
1	40,579	44,204	45,587	49,288
1 to 2	41,022	45,014	46,537	50,314
2 to 3	42,242	46,856	48,675	52,623
3 to 4	43,826	49,022	51,109	55,253
4 to 5	45,470	51,412	53,679	58,016
5 to 6	47,186	53,981	56,362	61,066
6 to 7	48,956	56,680	59,165	64,425
7 to 8	50,844	59,514	62,578	67,968
8 to 9	53,010	62,624	66,779	72,038
9 to 10	56,042	66,722	71,625	76,369
10 to 11	60,252	71,765	76,943	81,532
11 to 12	64,230	76,209	81,575	86,773
12 to 13	67,491	79,892	85,432	91,550
13	69,808	82,544	88,227	94,170

This chart shows the actual gross salaries to be paid to teachers. The gross salary amount in each individual teacher's paycheck should be uniform across the work year.

New teachers hired for the commencement of 2018-2019, with no previous teaching experience or credits and not teaching in a shortage area, will be paid at the Step 1 salary rate for the entirety of the 2018-2019 work year, and will not receive a blended rate of Step 1 and 2.

APPENDIX A-2
2019-2020
SALARY SCHEDULE

For the school year 2019-2020, the salaries of all certified professional employees shall be in accordance with the salary schedules and provisions set forth in the contract.

STEP	BA	MA	6 th	DOC
2	41,805	46,201	47,877	51,761
3	43,372	48,279	50,271	54,349
4	44,999	50,570	52,785	57,065
5	46,687	53,097	55,454	59,920
6	48,459	55,750	58,195	63,214
7	50,256	58,540	61,106	66,692
8	52,266	61,465	65,078	70,358
9	54,624	64,811	69,576	74,899
10	58,379	69,729	74,848	79,091
11	63,113	74,978	80,300	85,309
12	66,401	78,691	84,188	89,659
13	71,079	84,047	89,834	95,884

All teachers not at maximum in the 2018-2019 school year shall remain on the same step number they moved to at the mid-year point of 2018-2019 in the 2019-2020 school year, except that teachers at Step 1 in the 2018-2019 school year shall move to Step 2.

APPENDIX A-3
2020-2021
SALARY SCHEDULE

For the school year 2020-2021, the salaries of all certified professional employees shall be in accordance with the salary schedules and provisions set forth in the contract.

STEP	BA	MA	6 th	DOC
2	42,119	46,548	48,236	52,150
3	43,698	48,642	50,648	54,756
4	45,337	50,949	53,181	57,492
5	47,037	53,495	55,870	60,368
6	48,823	56,169	58,632	63,688
7	50,633	58,979	61,564	67,192
8	52,658	61,926	65,566	70,886
9	55,034	65,297	70,098	75,460
10	58,817	70,252	75,410	79,684
11	63,587	75,541	80,903	85,950
12	66,900	79,281	84,820	90,332
13	72,323	85,518	91,406	97,562

All teachers not at maximum in the 2019-2020 school year shall move to the next highest step number for the 2020-2021 school year at the precise mid-way point of the 2020-2021 work year. However, the Board and the Association have agreed that teachers will receive a pro-rated salary for the entire 2020-2021 work year that incorporates the increase associated with the mid-year step movement, beginning at the commencement of the 2018-2019 work year. Thus, the gross salary amount in each individual teacher's paycheck should be uniform across the work year. **Please see the actual salary schedule to be paid out in Appendix A-3a.**

New teachers hired for the commencement of 2020-2021 with no previous teaching experience or credits and not teaching in a shortage area, will be placed on Step 2 of the salary schedule and shall not receive midyear step movement. All other teachers hired for the commencement of 2020-2021 will be placed according to the collective bargaining agreement and receive midyear step movement allowing them to earn the same as existing teachers with the same or similar experience.

APPENDIX A-3a
ACTUAL SALARY SCHEDULE TO BE PAID – 2020-2021

STEP	BA	MA	6th	DOC
2	42,119	46,548	48,236	52,150
2 to 3	42,908	47,595	49,442	53,452
3 to 4	44,517	49,795	51,915	56,124
4 to 5	46,187	52,222	54,525	58,930
5 to 6	47,930	54,832	57,251	62,028
6 to 7	49,728	57,574	60,098	65,440
7 to 8	51,645	60,453	63,565	69,038
8 to 9	53,846	63,612	67,832	73,174
9 to 10	56,926	67,774	72,754	77,572
10 to 11	61,202	72,896	78,156	82,818
11 to 12	65,243	77,411	82,861	88,142
12 to 13	68,556	81,152	86,779	93,947
13	72,323	85,518	91,406	97,562

This chart shows the actual gross salaries to be paid to teachers. The gross salary amount in each individual teacher's paycheck should be uniform across the work year.

New teachers hired at Step 2 for the 2020-21 work year shall be paid at the Step 2 salary rate for the entirety of the 2020-2021 work year, and will not receive a blended rate of Step 2 and 3.

APPENDIX A-4
2021-2022
SALARY SCHEDULE

For the school year 2021-2022, the salaries of all certified professional employees shall be in accordance with the salary schedules and provisions set forth in the contract.

STEP	BA	MA	6th	DOC
2	42,380	46,837	48,535	52,473
3	43,969	48,943	50,962	55,095
4	45,618	51,265	53,511	57,848
5	47,329	53,827	56,216	60,742
6	49,126	56,517	58,995	64,083
7	50,947	59,345	61,946	67,609
8	52,985	62,310	65,973	71,325
9	55,376	65,702	70,533	75,928
10	59,182	70,688	75,878	80,178
11	63,981	76,009	81,404	86,483
12	67,314	79,773	85,346	90,892
13	73,495	86,904	92,887	99,143

All teachers not at maximum in the 2020-2021 school year shall remain on the same step number they moved to at the mid-year point of 2020-2021 in the 2021-2022 school year.

New teachers hired at Step 2 before or during the 2020-2021 work year, who did not receive mid-year step movement, will remain at Step 2 of the salary schedule for the 2021-2022 work year.

APPENDIX B
ELEMENTARY SCHOOL
EXTRA PAY FOR EXTRA DUTY

1. Coaches shall be paid by the sports season as follows:

	1.0%	1.0%	1.0%	1.0%
	2018-2019	2019-2020	2020-2021	2021-2022
Soccer	\$1,930	\$1,949	\$1,969	\$1,989
Basketball	\$1,930	\$1,949	\$1,969	\$1,989
Baseball & Softball	\$1,930	\$1,949	\$1,969	\$1,989

2. Additional Stipend Positions shall be paid as follows:

	1.0%	1.0%	1.0%	1.0%
	2018-2019	2019-2020	2020- 2021	2021- 2022
Team Leaders (36 hours of work per year)	\$1,004	\$1,014	\$1,024	\$1,034
Computer Coordinator-assigned summer work	\$38.99/hr	\$39.38/hr	\$39.77/hr	\$40.17/hr
Overnight Trip (per teacher/per night)	\$95.28	\$96.24	\$97.20	\$98.17
Student Council Advisor	\$255 total	\$257 total	\$260 total	\$262 total
Yearbook Advisor	\$508.69	\$513.77	\$518.91	\$524.10
School Drama Advisor	\$2,037 total	\$2,058 total	\$2,078 total	\$2,099 total
Quiz Bowl Advisor	\$505 total	\$510 total	\$515 total	\$520 total
Band	\$930	\$940	\$949	\$958
PBIS Advisor	\$505 total	\$510 total	\$515 total	\$520 total
Skating Club	\$303	\$306	\$309	\$312
Running Club	\$303	\$306	\$309	\$312
Assistant to Principal* (\$ in 2017-2018)	TBD	TBD	TBD	TBD

*Refer to summer 2018 MOU for details regarding this job description and compensation for the duration of this Agreement.

2. **Additional Stipend Positions** – Certified personnel within the local school will be given first consideration for all extra pay for extra duty positions.

*** No new paying programs under Extra Pay for Extra Duty maybe instituted without prior local Board of Education approval.**

3. **TEAM Mentors** – Mentors are expected to work with new teachers in the TEAM program for two consecutive years. TEAM Mentors will receive an annual stipend per mentee at the completion of each year of service. The stipend shall equal the following regardless of whether state funding for this program is reduced or withdrawn: \$520
4. **Instructional Coach** – Instructional coaches will receive an annual stipend of \$1,200 or prep time accommodations, but must be mutually agreed upon between the teacher and building principal.

APPENDIX C
SALARY DEDUCTIONS

A staff member may, on written request, have deductions made from his/her salary for any of the approved list below:

Teachers' Retirement Fund (pension);
North Canaan Faculty Association (professional dues)
Bristol Teachers' Credit Union;
Advanced Benefit Strategies (Section 125)
Salisbury Bank (H.S.A.).

NORTH CANAAN TAX-SHELTERED ANNUITIES

Vanguard
Fidelity
VOYA
Brighthouse
Ameriprise Financial Services
AXA Equitable

The Board may, upon petition from the Association, add entities to the list of approved deductions.

APPENDIX D

Type or Print

Form 1

FORMAL GRIEVANCE PRESENTATION

(to be completed by aggrieved person)

Aggrieved
Person: _____

Date of Formal
Presentation: _____

Home Address of
Aggrieved Person: _____

School: _____

Level of Grievance
(check applicable level)

* One * Two * Three * Four

STATEMENT OF GRIEVANCE:

ACTION REQUESTED:

(signature and formal date of grievance
at the applicable level)

_____ (signature of aggrieved)	_____ (date)
* One _____	_____
* Two _____	_____
* Three _____	_____
* Four _____	_____

APPENDIX D

Type or Print

Form 2

DECISION OF PRINCIPAL

(To be completed by the Principal or other appropriate administrator
within 5 days of formal grievance presentation)

Aggrieved
Person: _____

Date of Formal
Presentation: _____

School: _____ Principal (or other
Administrator): _____

DECISION OF PRINCIPAL:

Date of
Decision _____
(signature of Principal)

AGGRIEVED PERSON'S RESPONSE: (to be completed by aggrieved within 3 days of
decision)

* I accept the above decision and a grievance no longer exists.

* I hereby appeal to the Superintendent of Schools for a review of this grievance.

Date of Response: _____
(signature of aggrieved)

APPENDIX D

Type or Print

Form 3

DECISION OF SUPERINTENDENT

(To be completed by the Superintendent of Schools or his designate within 3 days after hearing with aggrieved or his/her representative. Hearing to be held within 10 days after receipt of appeal.)

Aggrieved
Person: _____

Date of Formal
Presentation: _____

Date Hearing held
by Superintendent: _____

DECISION OF SUPERINTENDENT:

Date of
Decision _____
(signature of Superintendent)

AGGRIEVED PERSON'S RESPONSE: (to be completed by aggrieved within 3 days of decision)

* I accept the above decision and a grievance no longer exists.

* I hereby appeal to the Board of Education for a review of this grievance.

Date of Response: _____
(signature of aggrieved)

APPENDIX D

Type or Print

Form 4

REVIEW BY BOARD OF EDUCATION

Aggrieved Person: _____ Date of Formal Grievance Presentation: _____

Date: _____

(signature of aggrieved)

BOARD RESPONSE:

(To be completed by Board of Education within 30 days after Board hearing with aggrieved or his/her representative. Board hearing to be held within 10 days after receipt of appeal.)

Date Appeal Received by Board of Education: _____ Date Hearing Held by Board of Education: _____

DECISION OF BOARD OF EDUCATION AND THE REASONS THEREFORE:

Date _____

(authorized signature for the Board)

AGGRIEVED PERSON'S RESPONSE: (to be completed by aggrieved within 3 days of decision)

* I accept the above decision and a grievance no longer exists.

* I hereby refer the above decision to the president of the Association and request that this grievance be submitted to arbitration.

Date of Response: _____

(signature of aggrieved)

APPENDIX D

Type or Print

Form 5

DETERMINATION REGARDING ARBITRATION

(To be completed by Association President and PR&R Committee Chairman within 5 days of receipt of request from aggrieved that grievance be submitted to arbitration.)

Aggrieved Person: _____ Date of Formal Grievance Presentation: _____

Association President: _____ Date Request for Arbitration Received: _____

DETERMINATION BY ASSOCIATION:

- * The Association, through its PR&R Committee, has determined that this grievance is not meritorious and/or that submitting it to arbitration is not in the best interests of the school system. The grievance therefore is closed.
- * The Association, through its PR&R Committee, has determined that this grievance is meritorious and that submitting it to arbitration is in the best interests of the school system. The grievance therefore is hereby submitted to arbitration.

REASONS THEREFOR:

Date of Determination: _____

(signature of PR&R chairman)

(signature of Association President)

DESIGNATION OF ARBITRATOR: (To be completed by Board Chairman and Association President)

The parties have agreed upon and selected _____ as arbitrator to whom the appended grievance is hereby submitted. (name of arbitrator)

Date of Designation: _____

(signature of Association President)

APPENDIX E
HEALTH INSURANCE ELECTION FORM

NOTE: This form will be updated for the 2018-2019 school year. Substitute below an updated version of the form used in North Canaan in 2017-2018 (called "Budget Planning Worksheet) to indicate an employee's health insurance choices that begins as below:

North Canaan Elementary School

To: All faculty

NAME _____

Budget Planning Worksheet (2017-2018)

1. Which health insurance category will you fall under? Please select ...

APPENDIX F
INSURANCE SUMMARY OF BENEFITS

PARTNERSHIP 2.0 SCHEDULE OF BENEFITS (effective 10/1/2017)

GENERAL	IN-NETWORK SERVICES	OUT-OF-NETWORK SERVICES
Annual Deductible	\$350 Individual,\$700 two person, \$1,050 three person, \$1,400 family max	\$300 individual, \$600 two person, \$900 family
Out-of-Network Cost-Share (Coinsurance after meeting Deductible)	Not Applicable	20% of allowable Usual Customary and Reasonable charges plus 100% of billed charges in
Maximum out of Pocket Limit (Excluded from calculation: premiums, balance billing, deductibles, out-of-network cost sharing, charges for non-covered services and charges for non-essential services)	\$2,000 individual, \$4,000 family	\$2,300 individual, \$4,900 family
Lifetime Maximum	None	None
Person responsible for obtaining Prior Authorization	Participating Provider or Physician	Member
PREVENTIVE SERVICES	Patient Share	Patient Share
Well Child Care:	No Co-pay	Deductible plus Coinsurance
Adult Physical Exams:	No Co-pay	Deductible plus Coinsurance
Preventive Gynecological Visit	No Co-pay	Deductible plus Coinsurance
Mammography	No Co-pay	Deductible plus Coinsurance
Immunizations and Vaccinations Includes those needed for travel	No co-pay	Deductible plus Coinsurance
MEDICAL SERVICES	In Network Patient Share	Out of Network Patient Share
Primary Care Physician	\$0 preferred provider/\$15 Co-pay participating provider	Deductible plus Coinsurance
Specialist Physician (Includes in-office procedures)	\$15 Co-pay participating provider (\$0 preferred provider for Allergy & Immunology, Cardiology, Endocrinology, ENT, Gastroenterology, OB-GYN, Ophthalmology, Orthopedic Surgery, Rheumatology, Urology - Applies in CT only)	Deductible plus Coinsurance
Vision exam and Refraction: 1 exam per calendar year (when performed as part of an exam)	\$15 Co-pay	Deductible plus 50% Coinsurance 1 exam per calendar year
Routine Hearing Screening: One per calendar year (when performed as part of an exam)	\$15 Co-pay	Deductible plus Coinsurance
Maternity Outpatient (first visit only)	\$15 Co-pay	Deductible plus Coinsurance
MEDICAL SERVICES	In Network Patient Share	Out of Network Patient Share
Outpatient Surgery performed in hospital or licensed ambulatory surgery center (Includes colonoscopy) (Prior Authorization required)	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
Allergy Office Visit/Testing	\$0 preferred provider/\$15 Co-pay participating	Deductible plus Coinsurance
Allergy Injections Immunotherapy or other therapy treatments	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
Infertility Services Office Visit	\$15 Co-pay	Deductible plus Coinsurance
Outpatient Hospital/Inpatient Hospital	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
Gender Identity Disorder Services Office Visit	\$15 Co-pay	Deductible plus Coinsurance
Outpatient Hospital/Inpatient Hospital	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
Bariatric Surgery Office Visit	\$15 Co-pay*	Deductible plus Coinsurance
Outpatient Hospital/ Inpatient Hospital	No Co-pay	Deductible plus Coinsurance
Sleep Studies—attended (Prior Authorization required)	No Co-pay*	Deductible plus Coinsurance

HOSPITAL SERVICES	In Network Patient Share	Out of Network Patient Share
All Inpatient Admissions including Childbirth (Prior Authorization required)	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
Ancillary Services (Prior Authorization required)	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
Specialty Hospital (Prior authorization required) Utilization limit	No Co-pay if HEP Compliant* None	Deductible plus Coinsurance 60 days per covered person per calendar year
Skilled Nursing Facility (Prior authorization required) Utilization limit	No Co-pay if HEP Compliant* None	Deductible plus Coinsurance 60 days per covered person per calendar year
Inpatient Hospice Care (Prior authorization required) Utilization limit	No Co-pay* None	Deductible plus Coinsurance 60 days per covered person per calendar year
EMERGENCY/ URGENT CARE SERVICES	In Network Patient Share	Out of Network Patient Share
Emergency Room Treatment Waived if patient Admitted to hospital	\$250 (waived if admitted and waiver form is available)	\$250 (waived if admitted and waiver form is available)
Urgent Care Clinic (Out of country urgent care --\$15 co-pay)	\$15 Co-pay	Deductible plus Coinsurance
Walk-in Clinic	\$15 Co-pay	Deductible plus Coinsurance
Emergency Ambulance	No Co-pay if HEP Compliant*	No Co-pay*
OTHER HEALTHCARE SERVICES	In Network Patient Share	Out of Network Patient Share
High Cost Radiological & Diagnostic Tests: MRI, MRA, CAT, CTA, PET and SPECT scans (Prior authorization required)	\$0 copay preferred provider/20% for non-preferred provider in Connecticut (\$0 copay outside of Connecticut)	Deductible plus 40% Coinsurance in Connecticut. (Deductible and 20% coinsurance outside of Connecticut)
Diagnostic, Laboratory and X-ray Services	\$0 copay preferred provider/20% for non-preferred provider in Connecticut (\$0 copay outside of Connecticut)	Deductible plus 40% Coinsurance in Connecticut. (Deductible and 20% coinsurance outside of Connecticut)
Radiation Therapy	\$0 copay preferred provider/20% for non-preferred provider in Connecticut (\$0 copay outside of Connecticut)	Deductible plus 40% Coinsurance in Connecticut. (Deductible and 20% coinsurance outside of Connecticut).
Nutritional Counseling Maximum of 3 visits per Covered Person per Calendar Year	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
Private Duty Nursing (Prior Authorization Required)	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
Home Health Care Utilization Limits	No Co-pay if HEP Compliant if HEP Compliant visits per calendar year	Deductible plus Coinsurance 200 visits
In-Home Hospice	No Co-pay if HEP Compliant*	Deductible plus Coinsurance 200 visits
Acupuncture Limit: 20 visits per calendar year	\$15 Co-pay	Deductible plus Coinsurance
Infusion Therapy Unlimited	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
Surgical Removal of Breast Implant	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
OUTPATIENT REHABILITATION SERVICES	In Network Patient Share	Out of Network Patient Share
Physical or Occupational Therapy Prior Authorization may be required Benefit limit	No Co-pay if HEP Compliant* Unlimited	Deductible plus Coinsurance 30 visits per calendar year
Chiropractic Therapy Benefit Limit	No Co-pay if HEP Compliant* Unlimited	Deductible plus Coinsurance 30 visits per calendar year
Speech therapy: Covered only for treatment resulting from autism, stroke, tumor removal, injury or congenital anomalies of the oropharynx Benefit limit:	No Co-pay if HEP Compliant* Unlimited	Deductible plus Coinsurance 30 visits per Calendar Year

Autism Services: Behavioral, Outpatient, Rehabilitation, Physical, occupational, and speech therapy	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
Cardiac Rehabilitation Therapy	\$0 preferred provider/ No Co-pay if HEP Compliant*	Deductible plus Coinsurance
Other Therapy Services: Radiation, Chemotherapy for treatment of cancer, Electroshock, Kidney Dialysis in Hospital or free-standing dialysis center	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
MEDICAL DEVICES/SUPPLIES	In Network Patient Share	Out of Network Patient Share
Home Oxygen Diabetic equipment and supplies	No Co-pay	Deductible plus Coinsurance
Specialized Formula (Prior Authorization required)	No Co-pay	Deductible plus Coinsurance
Wig—Covered only for patient who suffers hair loss as result of chemotherapy)	No Co-pay	No Co-pay
Hearing Aids—Coverage limited to Dependent children 12 years of age or younger. (Limited to one set of hearing aids within a 24 month period) Effective July 1, 2016—Age restriction on Coverage will be removed, benefit limited to one set of hearing aids within a 24 month period (Prior Authorization	No Co-Pay	Deductible plus Coinsurance
Foot Orthotics	No Co-pay	Deductible plus Coinsurance
Durable Medical Equipment and Prosthetic Devices (Prior Authorization required for items over \$500)	No Co-pay	Deductible plus Coinsurance
Medical and Ostomy Related Services	No Co-pay	Deductible plus Coinsurance
MENTAL HEALTH & SUBSTANCE ABUSE	In Network Patient Share	Out of Network Patient Share
Outpatient Treatment for Mental Health Care	\$15 Co-pay	Deductible plus Coinsurance
Inpatient Treatment In a Hospital or Residential Treatment Center for Mental Health Care (Prior Authorization required)	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
Outpatient: Substance Abuse	\$15 Co-pay	Deductible plus Coinsurance
Inpatient Substance Abuse Treatment In a Hospital or Substance Abuse Treatment Facility (Prior Authorization required)	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
PENALTY		
Penalty for Failure to Obtain Prior Authorization for Covered Services		\$500 or 20% of allowable charges, whichever is less, plus 100% of billed amount in excess of allowable charges

* Copays waived if Health Enhancement Program (HEP) compliant.

The above schedule of benefits is information only. Please refer to the plan documents online for the official benefits and coverages.
<http://www.osc.ct.gov/ctpartner/>

MEMBER RESPONSIBILITIES WHEN OBTAINING HEALTH CARE—PRIOR AUTHORIZATION

1. Services Requiring Prior Authorization

Air Ambulance
Organ Transplant
Bariatric Surgery
Chemotherapy
Colonoscopy

Durable Medical Equipment over

Oral Surgery

Orthopedic Exercises
Outpatient Occupational Therapy
Outpatient Physical Therapy

Outpatient/ Surgery