CONTRACT

BETWEEN

CLINTON BOARD OF EDUCATION

AND

EDUCATION ASSOCIATION OF CLINTON

JULY 1, 2019 – JUNE 30, 2022

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ARTICLE I - RECOGNITION

The Board recognizes the Education Association of Clinton, hereafter known as the Association, as the exclusive representative, pursuant to 10-153a through 10-153g of the Connecticut General Statutes, as amended, of all certified professional employees of the Board in positions requiring teaching, other certificate, or Durational Area Shortage Permit, not in the administrators' unit or otherwise excluded by law, and excluding temporary substitutes.

ARTICLE II - PROFESSIONAL NEGOTIATIONS

Section 2.1

The Association and the Board agree to negotiate in good faith in accordance with the law. Any agreement so negotiated shall be reduced to writing and signed by the Board and the Association.

Section 2.2

During negotiation, the Board and the Association shall exchange relevant data, points of view and proposals and counterproposals.

Section 2.3

The Superintendent of Schools or his/her designee shall provide necessary information to the Association for negotiations with the Board of Education.

Section 2.4

"NO STRIKE CLAUSE"

The Association agrees that it shall not call, authorize, instigate, sanction or condone any strike, slowdown, work stoppage or other concerted refusal to perform any assignment on the part of any employees during the period of this agreement or any extension thereof. It is recognized that the Board of Education has and will continue to retain, whether exercised or not, the full and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of Clinton, in all its aspects.

Section 2.5

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

Any agreement reached with the Board, shall be reduced to writing, shall be signed by the Board and the Association, and shall become an addendum to this Agreement.

ARTICLE III - DUES DEDUCTION

Section 3.1 Conditions of Continued Employment

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

Section 3.2 Deductions

The Clinton Board of Education agrees to deduct from each teacher an amount equal to the Association membership dues by means of payroll deductions. The amount of the deduction from each paycheck for membership dues shall be equal to the total Association membership dues divided by eighteen and shall be deducted from the first and second paychecks of each month for a total of eighteen deductions per year beginning with the first paycheck in October. The amount of Association membership dues shall be certified by the Association to the Board of Education prior to the opening of school each year.

Section 3.3 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.

Section 3.4 Forwarding of Monies

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

Section 3.5 Lists

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

Section 3.6 Indemnification

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 compliance with this Article.

The Board shall give the Association written notice of any claim against it under this Article, as soon as the Board or its agents become aware of such claim. The Board and the Association shall cooperate fully in the investigation and defense of any such claim.

ARTICLE IV - GRIEVANCE PROCEDURE

Section 4.1 Purpose

- a. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise under specific provisions of this agreement.
- b. Nothing herein contained shall be construed as limiting the right of any member of the unit to discuss informally a concern or problem with any appropriate member of the administration.
- c. Nothing herein shall be construed as limiting the right of either party to seek judicial intervention with regard to questions concerning the arbitrability of a dispute. An action seeking judicial intervention shall be sought within a reasonable time after a demand to arbitrate the grievance dispute. This provision shall not constitute a waiver of either party's right to seek judicial review of the question of arbitrability when that question has been submitted to the arbitrator.

Section 4.2 Definitions

- a. A "grievance" shall be defined as a complaint by a teacher, a group of teachers, or the Association, that there has been a violation or misinterpretation of a specific provision or provisions of this agreement to the detriment of the teacher, or teachers concerned, or the Association.
- b. The term "grievant" as used in this grievance procedure shall mean any certified employee within the bargaining unit covered by this agreement, as well as the Association in the event the Association files a grievance.
- c. The term "days" shall be defined as days when school is in session, except after June 1st when "days" shall mean calendar days.

Section 4.3 Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered the maximum and every effort should be made to expedite the process. The time limits specified, however, may be extended by mutual agreement. If a teacher has not filed a written grievance as provided for at Level One of this procedure within thirty (30) days after the teacher knew or should have known of the circumstances giving rise to the grievance, then the grievance shall be considered waived.

Failure to process a grievance to the next level within the time specified shall constitute an acceptance of the decision at the prior level.

a. Level One - School Principal

- 1. If a teacher feels that he/she may have a grievance, he/she may first discuss the matter with his/her principal or other appropriate administrator in an effort to resolve the problem informally.
- 2. If the grievant is not satisfied with such disposition of the matter, he/she shall have the right to have the Association assist him/her in further efforts to resolve the problem informally with the principal or other appropriate administrator.
- 3. If the grievant is still not satisfied with the disposition of the matter, he/she shall reduce the grievance to writing, stating the provision or provisions of the agreement allegedly violated and/or misinterpreted, and submit it to the principal. The principal shall, within ten (10) days of the filing of the grievance in writing, give a written answer with a copy to the Association.

b. Level Two - Superintendent of Schools

- 1. If the grievant is not satisfied with the disposition of the grievance at Level One or if no decision is rendered within ten (10) days of filing at Level One, the grievant shall within five (5) days of the decision or the expiration of the time limit for rendering a decision, (whichever is sooner) file the written grievance with the Superintendent of Schools.
- 2. The Superintendent shall, within ten (10) days after receipt of the grievance, meet with the grievant and the Association representative, if any, for the purpose of resolving the grievance.
- 3. The Superintendent shall, within five (5) days after the meeting, render his/her decision and reasons in writing to the grievant with a copy to the Association.

c. Level Three - Board of Education

- 1. If the grievant is not satisfied with the disposition of the grievance at Level Two or if no decision is rendered within five (5) days after such meeting at Level Two, the grievant shall within five (5) days after the decision or the expiration of the time limit for rendering a decision, (whichever is sooner) file the written grievance with the Board of Education.
- 2. The Board of Education or a committee thereof shall meet with the grievant and the Association representative, if any, within ten (10) days of written receipt of the grievance for the purpose of resolving the grievance.
- 3. The Board shall, within ten (10) days after such a meeting, render its decision and reasons in writing to the grievant, with a copy to the Association.

d. Level Four - Arbitration

- 1. If the grievant is not satisfied with the disposition of the grievance at Level Three or if no decision has been rendered within ten (10) days after the meeting at Level Three, he/she shall within five (5) days of receipt of the Level Three decision or the expiration of the time limit for rendering a decision, (whichever is sooner) request in writing to the President of the Association to submit his/her grievance to arbitration. A copy of the written request shall be delivered to the Superintendent's Office.
- 2. After consideration of the grievance, the Association may submit the grievance to arbitration within fifteen (15) days of receipt of the grievance request by notifying the Board of Education, in writing, of its intent to proceed to arbitration.
- 3. The arbitrator shall be mutually selected by the Board and the Association within fifteen (15) days of receipt of notification by the Board of Education. Should the parties be unable to mutually select an arbitrator within fifteen (15) days of the receipt of notice by the Board, the Association may submit the grievance to the American Arbitration Association, which shall administer the proceedings under the Labor Arbitration Rules of the Association.
- 4. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions. The arbitrator shall have no

- authority to add to, subtract from, or in any way modify the terms of this agreement. The decision of the arbitrator shall be final and binding.
- 5. The cost for the services of the arbitrator shall be borne equally by the Board and the Association.

Section 4.4 Rights of Representation

- a. No reprisals of any kind shall be taken by either party against any participant in the grievance procedure by reason of such participation.
- b. Any teacher may be represented at Levels One, Two and Three of the grievance procedure by a Board employee who is a designated representative of the Association, or by any officer or paid staff member of the Association.

Section 4.5 Miscellaneous

- a. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.
- b. A grievance filed at any level of this procedure must be in writing and must contain the following information:
 - 1. The name(s) of the grievant(s);
 - 2. A statement of the nature of the grievance;
 - 3. A statement of the provision(s) of the contract allegedly misinterpreted or misapplied;
 - 4. The result of previous discussions or decisions, if any;
 - 5. Grievant(s)' signature indicating dissatisfaction with decisions previously rendered; and
 - 6. Remedy requested.

The forms for filing and processing grievances shall be prepared by the Superintendent after consultation with the Association. Such documents shall be made available through the Superintendent's office to all parties.

- c. If an alleged grievance results from an action or a failure to act by the Superintendent of Schools, or his/her designee, or by the Board of Education, the grievance may be initiated at the procedural level at which the action occurs or fails to occur.
- d. No adjustment of any grievance, whether by informal or formal means shall be inconsistent with the terms of this agreement unless such adjustment is in writing and signed by the representatives of the Board of Education and the Association.

ARTICLE V - SALARY SCHEDULES AND PAYMENTS

Section 5.1 Salary Schedules

- a. Teachers' Salary Schedules are attached hereto as Appendix B.
 - 1. Definitions the terms used in the above schedules shall be interpreted and applied in accordance with the following definitions:
 - (a) Bachelor's a baccalaureate degree earned at an accredited college or university.
 - (b) Bachelor's plus 30 credits completion of thirty (30) credits beyond the Bachelor's degree, at an accredited college or university, and possession of a Connecticut Professional Certificate.
 - (c) Master's a Master's degree earned at an accredited college or university.
 - (d) Bachelor's plus sixty (60) credits thirty (30) credits beyond a Professional Certificate in a planned program, in an educationally related discipline, approved by the Superintendent. No teacher shall be permitted to move to the BA+60 lane unless in a planned program approved by the Superintendent prior to July 1, 2008.
 - (e) Master's plus 30 credits a second Master's Degree in a discipline other than the discipline in which the initial Master's Degree was attained or the completion of thirty (30) credits beyond the Master's Degree in a planned program approved by the Superintendent or a Certificate of Advanced Study; or a Master's Degree which by state certification or state licensing requirements is 60 credits beyond the Bachelor's Degree. The degree credits or certificate must be in an educationally related discipline.
 - (f) The Superintendent of Schools shall be informed in writing of each teacher's plan of study and approve this plan before it is carried out. Such approval is to be signed by the Superintendent of Schools. This qualification will not apply to programs arranged by an approved university or college, however, the Superintendent must be informed of such a program.
 - (g) Any teacher seeking advancement to a higher salary schedule must submit an official transcript and degree, or photocopies of

same to the Superintendent of Schools no later than September 1 (October 1 for summer school credits) of the year for which the advancement is required. These documents will become part of the teacher's file records.

- (h) If a teacher receives prior to September 1 (October 1 for summer school credits) of a given year sufficient academic credit to warrant advancement to a higher salary schedule but fails to submit an official transcript that indicates the degree to the Superintendent no later than September 1 (October 1 for summer school credits) of a given school year, said teacher may submit an official transcript that indicates the degree to the Superintendent no later than February 1st of the following year. A teacher who submits the specified documents by the established deadline will advance to the higher salary schedule for thirteen (13) payments that same year.
- 2. Placement all members of the unit shall be placed on the appropriate step in the salary schedule taking into consideration the following:
 - (a) Degree status as defined in section a.1. above.
 - (b) Full credit for previous teaching experience in public, private, and military dependency schools, provided that such experience shall have been continuous service of at least one-half of any school year up to the time of employment.

Such credit for previous non-teaching experience as the Superintendent, in his/her discretion, deems appropriate based on the relevance of such experience to a newly hired teacher's assignment, up to a maximum of three (3) years experience or up to five (5) years in a shortage area as determined by the Connecticut State Department of Education.

Intermittent or short-term substitute service will not be credited as teaching experience.

- (c) Credit for service in the Peace Corps or Vista to a maximum of two (2) years.
- (d) Full credit for active service in the Armed Forces of the United States when such service interrupts Clinton teaching experience.
- (e) Credit on the salary schedule for active service in the Armed Forces of the United States whenever served shall be one year for twelve (12) through twenty-one (21) months, two (2) years

for twenty-one (21) or more months. Two (2) years maximum credit.

- (f) Based on written evaluations and conferences by administrators with the teacher(s), the Board of Education reserves the right to withhold a salary raise from such teacher(s). Said decision to withhold a salary raise shall be grievable commencing at Level II of the grievance procedure.
- (g) Substitute teachers who are employed by the Board and who work up to but not beyond forty (40) days in the same assignment are not by law considered members of the Association, and the Board shall have full discretion to determine the salary and benefits provided to those individuals.
- (h) A long-term substitute is defined as any certified teacher employed in his or her area of certification, has been granted a waiver by the State Department of Education (SDE), or has been granted a durational shortage area permit by SDE for forty-one (41) or more days in the same assignment within the same school year and who replaces another bargaining unit member and is employed.
 - Long-term substitute teachers who are retained with the stated expectation that they shall work for the Board for the entire school year or for a known defined period of time of forty-one (41) days or more, shall be entitled to all benefits, terms and conditions of employment described in and provided for in the collective bargaining agreement, except as outlined below.
 - 2. Long-term substitutes who work forty-one (41) or more school days in the same assignment, but less than the entire school year shall be placed at the first (1) step of the B.A. degree lane of the salary schedule effective the forty-first (41) day and shall receive no other benefits. Commencing with the ninety-first (91) work day of continuous employment any long term substitute shall be placed on the appropriate step of the salary schedule in accordance with Article V 5.1.a.2 and shall be eligible for full insurance benefits subject to eligibility requirements and to carrier regulations.

- (i) In any work year, a teacher on an unpaid leave of absence lasting a full work year shall not receive a year of experience for the period of the unpaid leave. A teacher working at least ninety-three (93) days in any work year, inclusive of paid leave time, shall be credited with a year of experience as if he or she had worked the full year. A teacher working less than ninety-three (93) days in any work year, shall not receive a year of experience for that year.
- b. Extra-curricular salary schedules are attached hereto as Appendix C.
- c. Other salary schedules attached hereto as Appendix B.
- d. Teachers shall be paid their annual salaries as follows:
 - 1. The annual salary shall be paid in twenty-six (26) equal payments beginning with the first regular biweekly payday following the start of the teacher's work year, and the normal July and August payments paid in total on the last pay check in June.
 - 2. All salary payments may be made by automatic deposit at the bank of any individual teacher's choice.
- e. If a payday falls on a holiday, payments shall be made on the business day prior to the holiday. If a payday falls during school vacation or after the last day of the school year for teachers, paychecks shall be available for pick-up for teachers who do not have direct deposit, and the administration shall notify teachers of the location for picking up checks.
- f. If, with proper and legal notification, termination of employment occurs prior to the end of the school year, the teacher shall be paid a pro rata portion of the annual salary on the basis of the total number of days worked relative to the total days in the work year as provided in Article VII. If a teacher resigns or leaves employment without appropriate notice, said teacher's salary shall not be prorated and shall cease effective immediately.
- g. Having performed his/her contract obligations to the school system, a teacher who resigns after the end of the school year is entitled to appropriate Health Insurance through August 31; and his/her contribution as provided in Article VIII will be deducted from his/her last pay check.
- h. Other payroll deductions:
 - 1. In addition to those payroll deductions required by law or as provided for in this Agreement, the following agencies are eligible for payroll

deductions. All requests for voluntary deductions must be in writing on approved authorization forms.

2. (a) The list of approved deductions shall include:

Education Association of Clinton
Credit Union
Dependent Care Assistance Plan
Flexible Spending Account
Tax Sheltered Annuity Plans
Up to two CEA endorsed disability plan carriers

(b) The Board and the Association agree that there shall be up to ten (10) companies eligible for deductions for tax sheltered annuity plans. When there are fewer than ten (10) companies being used, the Board shall notify the Association so that substitute companies may be added to the list of those eligible.

In addition to the above, deductions for the State of Connecticut Deferred Compensation 457 Plan shall be available.

The parties' agreement to permit deductions for tax sheltered annuity plans for these companies shall not in any way be construed as Board or Association approval or endorsement of these companies. The Board and the Association expressly disclaim any investigation of the soundness or merits of these companies or their tax sheltered annuity plans.

3. If a teacher terminates his/her employment at some time during the year and the full amount of his/her contribution to either the Flexible Spending Account (FSA) or the Dependent Care Assistance Plan (DCAP) has not been deducted from his/her checks, then the balance shall be deducted from the last check issued to that teacher.

4. Dues Deduction

- (a) Each of the Groups named in Section 5.1 h.2 above shall certify to the Board in writing the current rate of its membership dues. Any Group which shall change the rate of its membership dues shall give the Board thirty (30) days written notice prior to the effective date of such a change.
- (b) Deductions referred to in Section 5.1 h.2 above shall be made on the first two pay days of each month for a period of nine (9) months beginning in October. The Board shall not be required

to honor for any month's deduction any authorizations that are delivered to it later than two (2) weeks prior to the distribution of the payroll from which the deductions are to be made.

- (c) Each organization for which the Board is required to make voluntary dues deductions shall provide the Superintendent by September 25 with a list of the names of those employees who have voluntarily authorized the Board to make such deductions.
- (d) If a teacher terminates his/her employment at some time during the year and the full amount of dues has not been deducted from his/her check, then the balance shall be deducted from the last check issued to that teacher.
- (e) The organization(s) 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 organization(s) pursuant to this Article.

The Board shall give the organization(s) written notice of all claims against it under this Article as soon as the Board or its agents become aware of such claims. The Board shall cooperate fully with the organization(s) in the investigation or defense of claims made against the Board under this Article.

i. Continuing Education Unit (CEU) programs or equivalents which are utilized for the purpose of maintaining certification requirements of state law will not be applied toward advancement on the salary schedule.

Section 5.2 Contracts

The Board of Education agrees to issue an initial contract and an annual salary notification and intent to return statement. Copies of these forms are included in Appendix A.

Section 5.3 Extra-Pay Positions

a. Teachers who hold extra-pay positions shall be automatically reappointed annually unless they are notified otherwise by the Superintendent within the established deadlines. Such notification shall be in writing. Teachers who do not desire to be reappointed to an extra-pay position shall so notify the Superintendent, in writing, within the established deadlines.

- b. The deadlines for appointment for seasonal extra-pay positions shall be the end of each season (see subparagraph d). For full year positions, the deadline shall be March 1.
- c. The Board of Education and the Association agree that appointments to extrapay positions are annual in nature and that these positions do not carry tenure. In the event that an extra-pay position is eliminated for not more than two (2) years, preference shall be given to the teacher who held the position at the time of its elimination. Appointments to these positions are solely at the discretion of the Board of Education.
- d. Salaries for seasonal extra-pay positions shall be paid in one (1) lump sum on the second regular paydays in December, April and June.
- e. Payment for full-year positions shall be in three (3) equal payments: On the second regular paydays in December, April and June.
- f. Payments to Mentor Teachers shall be paid in one (1) lump sum on the second regular payday in April.
- g. Payment for extra-pay positions which are subject to Teachers' Retirement shall be folded into the teacher's salary and paid in twenty-six (26) equal payments.

Section 5.4 Classroom Work Beyond Calendar Days

- a. Any teacher required to work on classroom or assignment related materials beyond the school calendar days will be paid on the basis of his/her annual salary per day (calculated based on the total days in the work year as provided in Article VII), prorated to hours worked based upon the workday when school is in session, with a minimum assignment of three (3) hours for any day worked.
- b. Every staff member must recognize his/her 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 schools function.

Section 5.5 Part-time Teachers

a. Teachers hired for fractional positions shall be paid at standard percentage rates, e.g.:

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4/5 position - 80% of full-time salary 3/5 position - 60% of full-time salary 2/3 position - 67% of full-time salary
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b. Part-time employees shall receive pro-rata sick leave benefits and shall be placed at the appropriate salary step in accordance with Article V - 5.1.a.2.

Those part-time teachers who are paid at a salary rate of fifty percent (50%) or more shall be entitled to full insurance benefits subject to carrier regulations and eligibility requirements.

ARTICLE VI - TEACHER WELFARE PROVISIONS

Section 6.1 Protection of Teachers

- a. A teacher shall report immediately in writing to his/her principal and to the central office all cases of assault suffered by him/her in connection with his/her employment.
- b. This report shall be forwarded to the Board which shall comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, unless such information is confidential, and shall act in appropriate ways as liaison between the teacher, and the police and the Courts.
- c. Whenever a teacher is absent from school as a result of personal injury caused by an assault arising out of and in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence for up to one calendar year without using sick leave. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any worker's compensation awarded for temporary disability due to the said assault injury for the period for which salary is paid. The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his/her duties. The Board will designate two physicians; the teacher may choose one of the two.

Payment of the salary benefit set forth in this paragraph shall be contingent upon the teacher's filing a worker's compensation claim. In the event the Worker's Compensation Commissioner determines that such claim is not compensable, the Board will have no obligation to the teacher under this Article.

Section 6.2 Accident and Sickness Benefits

- a. A teacher shall report immediately in writing to his/her principal and to the central office all cases of personal injury caused by an accident arising out of and in the course of his/her employment.
- b. Whenever a teacher is absent from school as a result of personal injury caused by an accident arising out of and in the course of his/her employment (other than an assault), he/she may elect to charge all or part of such absence during

the period of temporary disability due to the accident to the sick leave days to his/her credit under the Board's rules and regulations pertaining to sick leave. In which event he/she shall receive the sick leave pay to which he/she is entitled for the period so charged to his/her sick leave credits, less the amount of any temporary disability payments received under the worker's compensation laws due to said injury for any period for which such sick leave is paid. In the absence of such election said teacher shall not receive his/her sick leave payments during the period of his/her absence for temporary disability due to the accident, and his/her sick leave credits shall not be reduced by temporary disability due to the injury. Acceptance of sick leave payments (other than those made under 6.1 c. in connection with injury due to an assault) for any period for which the teacher may be entitled to receive disability payments under the worker's compensation laws shall constitute an election to charge his/her absence for such period to the sick leave days to his/her credit.

Section 6.3 Teacher Assignment

- a. The assignment and transfer of teachers within the School System is the responsibility of the Superintendent of Schools, and shall not be exercised in an arbitrary and capricious manner. In the determination of assignments, the reasonable requests and wishes of the teacher shall be honored to the extent that these do not conflict with the requirements and best interests of the School System.
- b. Teachers shall be notified in writing of their program assignment for the coming school year, including the schools to which they will be assigned, the grades, subjects and group levels that they will teach, and any special or unusual classes that they will have, as soon as practical and under normal circumstances not later than the close of the school year. In the event of a change in circumstances or conditions after the close of the school year, assignments may be changed with prompt notice in writing to the teacher's last known address.

Guidance counselors who are required to work during the summer months shall be given notice of summer work dates, under normal circumstances prior to June 1. In the event of a change in circumstances or conditions after June 1, the dates may be changed with prompt notice in writing to the guidance counselor's last known address.

c. Changes in assignment shall be effectuated only after a conference between Building Principal and the teacher concerned except in the case of changes made after the close of the school year, as provided in (b) above, in which case a conference between the Building Principal and the teacher shall be scheduled as soon as mutually convenient after receipt of notice of assignment change by the teacher concerned.

- d. In arranging schedules for teachers assigned to more than one school, an effort shall be made to limit the amount of interschool travel. Such teachers shall be notified of any change in their schedules as soon as possible.
- e. Planning Periods For purposes of this Article, planning periods shall be defined as non-teaching time when the teacher's energies are devoted to activities affecting teaching readiness and the improvement of pupil adjustment and achievement.

Elementary teachers shall be entitled to a minimum of 190 minutes per five (5) day school week. The building administrator in consultation with the school based scheduling committee at the elementary schools shall make every effort to apply the following criteria in scheduling: (1) teacher preparatory time shall be scheduled within the instructional day; (2) an individual preparation period of at least thirty (30) minutes shall be scheduled for each teacher per day.

Each middle school and high school teacher shall be entitled to five (5) planning periods per a five (5) day school week.

Planning Periods at The Morgan School

Teachers shall be entitled to one (1) preparation period per day on Mondays, Thursdays, and Fridays (shortened period days). Teachers shall be entitled to one and one-half (1 ½) preparation periods over Tuesdays and Wednesdays (extended period days).

Duty Periods at The Morgan School

Teachers shall be assigned one-half (1/2) duty period over Tuesdays and Wednesdays (extended period days).

f. Teaching Periods –

The normal schedule for high school teachers shall be five (5) teaching periods per day on Mondays, Thursdays and Fridays (shortened period days). Teachers shall be assigned three (3) teaching periods per day on Tuesdays and Wednesdays (extended period days)

The normal schedule for middle school teachers shall be five (5) teaching periods per day.

The following criteria shall be utilized in scheduling secondary teachers:

- 1. Alternative sign-ups for elective courses (e.g. first/second choice);
- 2. Alternative scheduling which may be employed to provide conflict-free schedules;
- 3. No predetermined number of teachers who may be assigned to teach six (6) teaching periods per day;

- 4. Input of teachers within the department potentially affected by the assignment of an additional teaching period;
- 5. The number of times any given teacher is assigned a sixth teaching period should be minimized;
- 6. When assigned an additional teaching period, an effort will be made to minimize the number of different courses, preparations, and levels of instruction as well as the number of students assigned;
- 7. Prior to assigning an additional teaching period, the administration shall first seek volunteers. No teacher shall be involuntarily assigned to teach a sixth period when a qualified volunteer is available.

In any event, no more than three (3) teachers in any one department may be assigned to an additional teaching period per day. When said teachers are assigned to an additional teaching period per day they shall be relieved of all other non-teaching duties and shall only be assigned to homeroom duty when all other teachers are assigned to a homeroom duty. When a science teacher is assigned to a laboratory, in addition to the normal schedule for high school teachers, said teacher shall be relieved of all other non-teaching duties and shall only be assigned to homeroom duty when all other teachers are assigned to a homeroom duty.

The administration will make every reasonable effort to provide 200 minutes of cooperative planning time per week for teachers at the middle school. The administration shall provide, at a minimum, 150 minutes of cooperative planning time per week for such teachers.

Program Chairs at the High School shall, in addition to their regular planning period, be assigned one (1) non-teaching period solely devoted to their assignment as Program Chairs, or by mutual agreement between the Program Chair and the Principal, devoted to teaching an additional class or independent study. Program Chairs may elect to teach an additional period per day upon written request in writing instituted by the Program Chair. Such volunteerism shall not constitute a binding agreement for future years.

The parameters of 6.3a and f are subject to re-negotiations in the event of change in school schedules.

Section 6.4 Teacher Transfers

- a. When a reduction in the number of teachers in a school is necessary, volunteers shall be transferred to another school first.
- b. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent of Schools or his/her designee at which time the teacher shall be notified of the reason or reasons for the transfer.

- c. When involuntary transfers are necessary in the judgment of the school administration, length of service in the school system shall be a major consideration in determining which teacher is to be transferred. Teachers shall be transferred only to positions within their area of certification.
- d. Notice of transfer shall be given to teachers as soon as practicable and under normal circumstances no later than June 1st.

Section 6.5 Reduction of Staff Because of Elimination of Position

- a. Teachers who have acquired tenure will have first preference for retention in positions for which they are certified and qualified. This shall include first preference with regard to positions that are held by non-tenured teachers, in addition to positions which are open and available. For the purpose of determining years of service under this Section, no credit shall be given for unpaid leaves of absence lasting a full work year. Unpaid leaves of absences lasting less than a full work year shall be pro-rated consistent with the amount of the unpaid leave period.
- b. Within the separate category of non-tenure teachers, the following criteria will be considered to determine the teacher or teachers to be released:
 - 1. Areas of certification by the State Department of Education;
 - 2. Total years of teaching in the Clinton School System from most recent date of hire;
 - 3. Educational needs of the school system;
 - 4. Yearly written evaluations;
 - 5. Special training and experience; and
 - 6. Total years of experience in teaching.
- c. Within the separate category of tenured teachers, to determine which teacher is to be terminated as a result of elimination of a teaching position, the following criteria will be considered in the order listed:
 - 1. Areas of certification by the State Department of Education:
 - 2. Total years of teaching in the Clinton School System from most recent date of hire;
 - 3. Educational needs of the school system;
 - 4. Yearly written evaluations:
 - 5. Special training and experience; and
 - 6. Total years of experience in teaching.

It may be necessary to consider more than one of the above criteria to identify the teacher being terminated.

d. Recall

- 1. Any teacher whose employment is severed as a result of the elimination of teaching position(s) shall be placed on the recall list. No vacancy shall be filled or posted prior to the attempt to recall a qualified teacher from the recall list.
- 2. Tenured teachers shall be recalled before non-tenured teachers provided that they are certified as defined by the Connecticut State Department of Education and qualified in an area in which an opening occurs.
- 3. The Board shall recall teachers in the reverse order of layoff, provided the teacher is certified, as defined by the State Department of Education, and qualified in an area in which an opening occurs. In determining the qualification of a teacher for an opening, the factors listed in paragraph c, of this Article shall be considered.
- 4. Teachers shall be retained on the recall list according to the following:
 - (a) Teachers who have completed three (3) or less continuous years of service in the Clinton Public Schools shall be retained on the recall list for two (2) years; and
 - (b) Teachers who have begun or surpassed their fourth continuous year of service in the Clinton Public Schools shall be retained on the recall list for three (3) years.
- 5. All teachers on the recall list shall be required to notify the Superintendent, in writing, of their intention to remain on the recall list for the following year, if eligible in accordance with the above, before January 1 of the preceding school year. The written notification shall also contain the teacher's current address. If the Superintendent is not notified by the specified date, the teacher automatically will be removed from the recall list.
- 6. In the event that a teacher is recalled, the teacher will accept or reject in writing his/her offer of rehire within fifteen (15) days of the receipt of written notification of position availability from the Superintendent. This notification of position availability will be mailed to the teacher's last known address.

If the teacher rejects the offer, the teacher shall forfeit all recall rights. The teacher's failure to provide to the Superintendent written notification concerning the offer of rehire within thirty (30) days of the mailing of written notification shall be considered a rejection of the offer.

- 7. A teacher rehired from layoff shall have his/her accumulated sick leave restored provided the teacher has not taken the leave or received reimbursement for the leave.
- 8. A teacher rehired from the layoff shall be credited with his/her years of teaching experience in the Clinton School System earned prior to the layoff.

Section 6.6 Promotions

Promotion shall mean any position within the bargaining unit which includes a salary differential. All teachers shall be given a reasonable opportunity to apply for such positions and preference shall be given to qualified teachers currently employed by the Board provided, however, that the Board reserves the right to fill any promotional position in a manner which it feels best serves the interest of the School System.

Section 6.7 Posting of Vacancies

- a. Vacancies shall mean all openings of bargaining unit positions within the school system which occur as a result of death, termination, retirement, leaves of absence approved prior to March 1, resignation, non-renewal, or a newly created position. A vacancy shall also include an opening in a bargaining unit position which occurs as a result of a transfer that takes place following the close of school in June but prior to August 15.
- b. All vacancies in positions requiring certification shall be posted on the district website and via e-mail (using @clintonpublic.org addresses) to members of the bargaining unit at least three (3) business days (Monday through Friday) prior to the anticipated application closing date.
- c. When, in the judgment of the Board of Education, teachers currently employed by the Board and outside candidates are substantially equal in qualification, preference shall be given to the qualified employee.
- d. The Board reserves the right to fill any position in a manner which it feels best serves the interest of the school system subject to the other provisions of this section.

Section 6.8 In-Service Training

- a. Release time for Curriculum Development workshops will be provided for each teacher during the school year.
- b. The Board of Education will reimburse teachers holding Professional Certificates for the cost of books for any approved graduate credit courses

taken, provided such books are given to the school system as part of a professional library. A dated receipt is necessary as proof for reimbursement.

Section 6.9 Personnel File

Each teacher shall have a personnel file. Each teacher may also have a supervisory file kept by the building principal or other appropriate administrator. No item of evaluation, criticism, complaint or reprimand shall be introduced into the personnel file or the supervisory file unless the teacher is informed of the existence of such item. In no case shall any anonymous complaint be placed in any teacher's personnel or supervisory file.

The teacher may submit a written notation regarding any material in the personnel or supervisory file, and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign the material placed in the personnel or supervisory file, such signature shall be understood to indicate the teacher's awareness of the material; but, in no instance, shall said signature be interpreted to mean agreement with the content of the material.

Teachers shall have the opportunity to review and discuss any evaluation reports with their supervisors, and to review the contents of their personnel and/or supervisory files as maintained by the building principals, supervisors or the Superintendent.

Section 6.10 Just Cause

No teacher shall be reprimanded or suspended without just cause.

Section 6.11 Special Education -- Physical Restraint

A teacher who has a special education student with an IEP providing for physical restraint shall be provided with training in proper techniques for physical restraint. The Superintendent shall convene a committee of teachers and administrators to discuss safety issues related to physical restraint and means of addressing staff concerns regarding such.

ARTICLE VII - WORKING CONDITIONS

Section 7.1 New Teachers

New teachers may be required to report for one extra day of orientation prior to the start of the teacher work year.

Section 7.2 School Day

- a. The starting and dismissal times of all schools shall be established by the school administration. The administration agrees to consult with the Association in the establishment of these times. Such starting and dismissal times shall be published not later than June 1.
 - 1. For purposes of this article of the Agreement, the teacher's basic work day and work year shall be as follows: The teacher's basic work day shall be seven (7) hours and twenty-one (21) minutes inclusive of instructional time, planning and preparation time, before/after school duty, and a duty-free lunch period.
 - 2. Any extension of this work day, except as permitted by the terms of this Agreement, shall be compensated at an hourly rate prorated based on the length of the school year and the length of the school day as provided in this Agreement.
 - 3. (a) Any extension of the work year, except as permitted by the terms of this Agreement, beyond the number of days in the work year established pursuant to this Agreement, shall be compensated at a daily rate prorated based on the number of days in the work year as provided in this Agreement.
 - (b) The work year of 186 days shall include 183 student days and two (2) professional development days which shall be of six (6) hours duration not including lunch, and one other non-instruction day.
 - The scheduling of these additional work days will be by mutual agreement between the administration and the Association.
 - 4. Current practices regarding after-school day responsibilities, such as planning and placement team meetings, workshops and other practices, not specifically modified by the terms of this Article, shall not be considered extensions of the work day.
 - 5. Lengthening of the school day in lieu of a work day(s) shall not be considered extensions of the work day or work year. A work day scheduled as a school day which does not meet the legal requirements of a school day shall not be considered as a day in the work year.
- b. Planning and Placement Team Meetings The Board agrees to make an effort to schedule these meetings during the work day.

- c. Building Principal Meetings -- Teachers may be required to attend two (2) building principal meetings per month. The duration of such meetings shall not exceed one and one-half (1 ½) hours beyond the teacher's work day. In the months during which there is early dismissal for Professional Development, the second meeting shall be held on the early dismissal day. The district shall provide professional development (CEU's) activities for teachers during this time. Additional meetings may be scheduled in the event of an emergency. When not used for building principal meetings, the time may be used for alternative activities.
- d. Evening Conferences Teachers may be required to attend three (3) evening parent conferences each school year. These conferences shall be scheduled by the administration.
- e. Guidance Counselors may be assigned to work flexible schedules for three sixweek periods per year (one each in the fall, winter, and spring). During each of these periods, each guidance counselor will work four (4) evenings.

Section 7.3 Lunch and Playground Periods

No teacher shall be responsible for lunchroom or playground duty.

Section 7.4 Teacher Conferences and Visiting Days

The Board will provide an allowance of no less than five thousand dollars (\$5,000) per year for expenses incurred for conference and visiting days, not including substitution. All requests must have prior approval by the Superintendent or his/her designee. The Superintendent may approve, not subject to the grievance procedures, teachers paying part or all expenses in attending a conference.

Section 7.5 Interactive Video

- a. The school administration, in its discretion, may propose an interactive video class assignment to a teacher, and the teacher may decline such assignment, without fear of discipline. The Board shall provide teachers assigned to teach such classes with the appropriate training necessary for proper set-up, use and maintenance of the distance learning center equipment, or otherwise provide for the same through assignment of a trained assistant, aide or otherwise.
- b. It is not the purpose of interactive video to eliminate bargaining unit positions or reduce the total number of bargaining unit members employed or hours worked as a result of the implementation of the interactive video. This does not preclude the use of interactive video to provide an instructional program where limited enrollment, funding, or other circumstances preclude a course offering taught by a bargaining unit member in a classroom setting.

ARTICLE VIII - HEALTH INSURANCE

Section 8.1 Insurance -- Active Employees

- a. <u>Medical Insurance</u>. The Board shall provide the following option for medical insurance coverage for eligible employees and their eligible dependents:
 - 1. Effective July 1, 2019, the Board shall offer teachers the State Partnership Plan 2.0 in lieu of the insurance plans (Preferred Provider Plan and the High Deductible Health Plan with a Health Savings Account) offered under the July 1, 2017-June 30, 2020 collective bargaining agreement.
 - 2. In the event that the State Partnership Plan 2.0 substantially changes with respect to plan design or cost, the Board may re-institute the plans in effect as of June 30, 2019.
 - 3. Effective July 1, 2019, teachers shall pay nineteen percent (19%) of the premium costs, as such is determined by the State of Connecticut.
 - 4. Effectively July 1, 2020, teachers shall pay nineteen and one-half percent (19.5%) of the premium costs, as such is determined by the State of Connecticut.
 - 5. Effectively July 1, 2021, teachers shall pay twenty and one-half percent (20.5%) of the premium costs, as such is determined by the State of Connecticut.
- b. <u>Dental Benefits</u>. Effective July 1, 2019, the Board shall provide teachers and eligible dependents with the Cigna Dental Partnership Plans provided under Option 3 at the same premium cost shares as the medical insurance (19%, 19.5%, 20.5%).
- c. <u>Life Insurance</u>. The Board shall pay ninety percent (90%) of the cost of life insurance coverage in the amount of seventy-five thousand dollars (\$75,000).

Section 8.2 Insurance -- Retirees

Retirees in all insurance plans pay one hundred percent (100%) of the cost minus any payment from the state made on behalf of the retiree.

Any teacher who, upon retirement from the Clinton School System, receives actual payment for current Teacher Retirement Benefits immediately after retirement (as defined in C.G.S. §§ 10-183 f (a), (b), (c) or § 10-183aa) will be permitted to participate in all group insurance plans available to active teachers, until such time

as the teacher is eligible for Medicare and thus eligible to participate in the State sponsored plan. The maximum life insurance coverage available will be an amount equal to no more than fifty (50) percent of the teacher's pre-retirement life insurance, which shall be reduced to a maximum of five thousand dollars (\$5,000) at age sixty-five (65). The surviving spouse of a deceased retiree will be permitted to participate in all group medical insurance plans available to active teachers at his/her own cost, until such time as the spouse is eligible for Medicare and thus eligible to participate in the State sponsored plan.

Section 8.3 Change of Carriers

Nothing herein shall be interpreted to prevent the Board from obtaining coverage which is substantially equivalent as a whole from alternative insurance carriers, or through self-insurance, so long as there is no interruption in coverage, except that the E.A.C. may reject any proposed change in insurance carriers on the basis of non-equivalent coverage, including its administration within sixty (60) school days from notice of such proposed change. In the event the Association rejects the proposed change in insurance carriers, the Board may submit the question of whether the proposed insurance coverage is substantially equivalent as a whole to the present coverage to the American Arbitration Association, which shall administer the proceedings under the labor arbitration rules of the Association. The arbitrator's decision shall be in writing and shall be final and binding. The cost for the services of the arbitrator shall be borne equally by the Board and the Association.

Section 8.4 Premium Conversion, Flexible Spending Accounts and DCAP

The Board shall continue to provide a plan whereby teachers' premium cost sharing shall be on a pre-tax basis. The Board shall also establish such plan(s) as are required to allow teachers to elect participation in:

- (1) a flexible spending account, with a two thousand five hundred dollar (\$2,500.00) per year limit on medical expense reimbursements; and/or
- (2) a dependent care assistance plan with such annual limit as permitted under the Internal Revenue Code.

These plans shall be established and administered in accordance with Internal Revenue Code requirements.

Section 8.5 Managed Benefits

Managed Benefit Guidelines apply to the health insurance plans offered penalties for non-compliance shall be as imposed by the carrier.

Section 8.6 Excise Tax

The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the

imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2020. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect in the 2019-2020 contract year triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will reopen the insurance provisions of the contract for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

ARTICLE IX - LEAVES

Section 9.1 Sick Leave

- a. All certificated professional employees shall be granted annually fifteen (15) days of sick leave with full pay accumulative to one hundred eighty (180) days. Teachers shall be notified by January 1 of their accumulated sick leave.
- b. Upon the retirement or permanent disability of a teacher, as defined in the Teacher's Retirement Act (Connecticut General Statute §10-183b et seq.) payment over and above regular compensation shall be made for the total accumulated sick leave at the rate of sixty-five dollars (\$65) per day up to one hundred eighty (180) days maximum.
- c. Voluntary Sick Leave Bank
 - 1. A sick leave bank shall be established for the purpose of allowing bargaining unit members to contribute accumulated sick leave which shall be available to other contributing members that have exhausted sick leave due to a chronic illness, series of chronic illnesses, catastrophic injury, serious illness or combination of same as further enumerated by rules and regulations established by a committee of the Board of Education and the Education Association of Clinton.
 - 2. Said committee made up of three (3) Board designees and three (3) Association designees shall meet and promulgate rules and regulations regarding the bank including but not limited to contribution levels, entrance to the bank, withdrawal from the bank, eligibility and any other regulations that they deem necessary to the functioning of and implementation of this Article. Rules and regulations developed and/or amended by such committee and agreed to by the Association and Board are hereby incorporated by reference.

d. Any teacher may be given an alternative assignment or use available sick leave when, in the written opinion of his/her physician, a condition at the site of his/her assignment, constitutes a threat to the teacher's health, the viability of a pregnancy, or the health of an unborn child. Alternative assignment decisions shall be at the option of the Superintendent of Schools and such decisions shall not be subject to the grievance procedure.

Any teacher not eligible to join the "sick bank" by virtue of a lack of sick day accumulation, who has exhausted his/her sick leave as a result of such condition, shall, for the purposes of this section, be deemed a member of such bank. This membership shall be limited to that period of time the teacher is absent from his/her assignment as a result of such condition.

Absences for which a worker's compensation claim has been filed shall not be subject to the provisions of this section.

Section 9.2 Temporary Leave

- a. Each member of the unit shall be entitled to a total of five (5) days leave of absence with pay each year for the following reasons:
 - 1. Required court attendance as a party or witness or required attendance at an administrative hearing as a party or as a witness under subpoena;
 - 2. Birth of child;
 - 3. Marriage ceremony (self, children, parent, siblings);
 - 4. Illness in the immediate family (for the purposes of this subsection immediate family shall be defined as children, parents, spouse, in-laws, domestic partner);
 - 5. Death in the immediate family (for the purposes of this subsection immediate family shall be defined as children, parents, siblings, spouse, grandchildren and grandparents, in-laws, domestic partner);
 - 6. Attendance at funeral of relatives (for the purposes of this subsection relatives shall be defined as children, parents, siblings, aunts, uncles, spouse, grandchildren and grandparents, in-laws, domestic partner);
 - 7. Religious holidays which require absence from work; and

Each member of the unit shall be entitled to use two (2) of the above five (5) days each year without having to state a reason. These two (2) days may not be taken to extend a holiday or school vacation, or on professional development

days, unless the teacher can demonstrate that there is good cause for the absence and that he/she has no choice as to the date of the event.

b. Application for such leave shall be made in writing at least forty-eight (48) hours in advance of the intended leave day and, if applicable, shall state the reason for the leave. The Superintendent shall notify the applicant of his/her decision to grant or deny the request twenty-four (24) hours in advance of the intended leave period. In the event that circumstances make prior application for a leave-of-absence day impossible, the Superintendent of Schools shall have the discretion to grant or deny payment for such a day upon written application which shall be submitted the next day.

In the discretion of the Superintendent of Schools, additional days of temporary leave of absence with pay, charged to the teacher's accrued sick leave, may be granted to a unit member. The decision of the Superintendent in granting or denying such leave shall not be grievable. Teachers requesting leave under this subsection must clearly state the reasons for utilization of temporary leave time.

- c. Leaves taken pursuant to paragraph a, items 1 through 7, shall be in addition to any sick leave to which a member of the unit is entitled.
- d. The Association accepts the responsibility to encourage staff members to use temporary leave days with discretion. The Association shall receive annually a list of all staff members who have used temporary leave days and the number of such days used.

Section 9.3 Extended Leaves

- a. Teachers who wish to apply for an extended leave of absence without pay must do so in writing to the Superintendent of Schools no later than March 1, preceding the school year for which the request is made.
- b. The Board of Education will act on the Superintendent's recommendation during the month of March.
- c. The Superintendent will, by registered mail, send a notification letter no later than October 15 preceding the school year in which a teacher on extended leave is returning, reminding him/her that failure to notify the Superintendent by December 15 will be viewed as a resignation. A teacher on such extended leave of absence must inform the Superintendent, in writing, of his/her plans for the next school year no later than December 15 of the school year for which the leave of absence is granted. Failure to so notify the Superintendent shall be viewed as a voluntary resignation.
- d. The Board of Education may waive the March 1 deadline if it deems such action is warranted.

Section 9.4 Medical Leaves of Absence

Upon request and with appropriate medical verification, a medical leave of absence will be granted to tenured teachers only for the remainder of the school year and for the next year ensuing. The Superintendent will, by registered mail, send a notification letter no later than October 15 preceding the school year in which a teacher on extended leave is returning, reminding him/her that failure to notify the Superintendent by December 15 will be viewed as a resignation. A teacher on such extended leave of absence must inform the Superintendent, in writing, of his/her plans for the next school year no later than December 15 of the school year for which the leave of absence is granted. Failure to so notify the Superintendent shall be viewed as a voluntary resignation.

Section 9.5 Leave of Absence for Child Rearing

- a. Upon request, a leave of absence without pay for childrearing will be granted to teachers for the balance of the school year in which childbirth or adoption occurs (and the following school year in cases where leave begins after March 1st).
- b. The Superintendent will, by registered mail, send a notification letter no later than October 15 preceding the school year in which a teacher on extended leave is returning, reminding him/her that failure to notify the Superintendent by December 15 will be viewed as a resignation. A teacher on such extended leave of absence must inform the Superintendent, in writing, of his/her plans for the next school year no later than December 15 of the school year for which the leave of absence is granted. Failure to so notify the Superintendent shall be viewed as a voluntary resignation.
- c. Teachers on childbearing leave are encouraged at their discretion to participate in district professional development activities.

Section 9.6 Sabbatical Leave

The Board of Education shall review and may approve worthwhile programs or independent work subject to the following conditions:

a. Requests for sabbatical leave must be received by the Board of Education in writing in such form as may be required no later than February 1 of the year preceding the school year in which the sabbatical is requested. It is understood that the deadline of February 1 shall be waived at the discretion of the Board of Education when fellowships, grants or scholarships awarded late in the year make such a deadline unreasonable. Any teacher whose application for sabbatical leave is not approved by the Board shall receive written notification of the denial with reasons stated.

- b. A sabbatical leave shall be for a full academic year and the professional staff member shall be paid at 75% of his/her annual rate including 100% longevity if any. Insurance benefits shall continue in full force as if the teacher were not on sabbatical leave.
- c. The teacher shall be eligible for an initial sabbatical leave after at least seven (7) consecutive full school years of active service in this system. A second sabbatical may be granted after another seven (7) year period.
- d. A teacher on sabbatical leave, as a condition to the granting of such leave, shall agree in writing to return to employment in the Clinton School System for a period of two (2) school years upon the conclusion of sabbatical leave or, in the alternative, to reimburse the Board of Education completely for all payments made by the Board during the period of sabbatical leave. Further, the teacher shall execute a promissory note in the amount the teacher will be paid while on such leave, payable to the Clinton School System. The terms of the note will state that if a teacher chooses not to return to employment for two (2) school years after returning from sabbatical leave, he/she shall be held financially responsible for paying to the Board the amount received while on sabbatical leave. The Board shall waive said promissory note when a teacher is unable to fulfill its terms as a result of illness, disability or death.
- e. The returning teacher shall be placed on the appropriate step on the salary schedule as though he/she had been in active service in the system for the year of the sabbatical leave. The sabbatical shall not effect continuity of service nor accrual of seniority toward longevity benefits.
- f. A teacher applying for sabbatical leave shall include in such application any known source of income that shall accrue to the applicant as a direct result of the sabbatical leave planned program. The Board may in such case award said sabbatical leave so that the combined total of directly related sabbatical income and the sabbatical leave Board payments do not exceed 100% of the teacher's annual rate. In the event that such directly related income becomes available after the commencement of the leave, then the teacher shall reimburse the Board so that the combined total of sabbatical leave payment and directly related sabbatical income do not exceed 100% of the teacher's annual salary rate.
- g. A teacher must work at least one-half of the work year for that year to be considered a year of teaching service.

ARTICLE X - NOTICE OF RETIREMENT

A teacher who intends to retire shall give notice, in writing, to the Superintendent, in accordance with the following:

- a. If the teacher intends to retire at the end of the school year, the notice shall be given not later than December 15. If the teacher provides timely notice in accordance with this provision, the teacher shall be entitled to one (1) paid temporary leave day for the purpose of attending to his or her business with the Teacher Retirement Board.
- b. If the teacher intends to retire at some other time during the school year, notice shall be given at least ninety (90) calendar days in advance.
- The notice periods provided herein shall be waived in any case where the teacher becomes unexpectedly unable to work due to an unanticipated medical condition or a family illness or injury which requires that the employee provide care.

ARTICLE XI - GENERAL PROVISIONS

- a. It is understood that teachers shall continue to serve under the direction of the Superintendent of Schools and in accordance with the Board and administrative policies, rules and regulations, including those set forth in the Clinton Teacher's Manual, as amended, provided that the provisions of the Agreement shall supersede and prevail over any conflicting provisions.
- b. There shall be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in its activities.
- c. Each principal shall continue to provide every teacher with a Teacher's Handbook, the contents of which shall not be contrary to Board of Education Policies or the terms of this Agreement.
- d. Copies of the Board of Education Policies Manual shall be available on the school district website. The Superintendent shall send any changes made to the Board of Education Policies Manual electronically to the Association President at the same time as the changes are sent to Board members.
- e. This Agreement will be incorporated as part of Board policy for the term of said Agreement.
- f. If any portion of this Agreement is ruled invalid for any reason, the remainder of the Agreement shall remain in full force and effect.

- g. Terms of Agreement copies shall be distributed to all teachers, Board of Education members, and administrators no later than thirty (30) days after this Agreement is legal and binding. The parties agree to split the costs of providing the above-noted copies of the Agreement.
- h. Minutes of the Board of Education meetings are to be made available on the school district website.
- i. Teacher Organizations shall reimburse the Board of Education for cost of supplies used in organization business.
- j. The Teacher Organizations have the right to display notices, circulars and other materials on a bulletin board located in the Faculty Rooms. These must be in good taste as determined by the Principal.
- k. Complaints regarding working conditions, which are not covered by this Agreement, and the welfare of teachers shall be informally discussed with the school principal and, if unresolved, shall be discussed with the Superintendent before the Board of Education considers such complaint. Such complaints shall not be subject to the grievance procedure.

ARTICLE XII - DURATION AND EFFECTIVE DATES

The provisions of this Agreement shall be effective as of July 1, 2019 and shall continue and remain in full force and effect to and including June 30, 2022.

THIS AGREEMENT MADE AND ENTERED INTO by and between the Clinton Board of Education (hereinafter referred to as the "BOARD") and the EDUCATION ASSOCIATION OF CLINTON (hereinafter referred to as the "ASSOCIATION").

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

CLINTON BOARD OF EDUCATION

By

Erica Gelven Chairperson

Date of Signing

EDUCATION ASSOCIATION OF CLINTON

By

Emily Kelsey

President

Date of Signing

APPENDIX A

INDIVIDUAL CONTRACT

TO:	
FROM:	
2	ed teacher with the Clinton Board of Education
commencing	
Please sign and return to me one (1) co	opy of this memo to serve as a contract.
Si	uperintendent of Schools
T. 1 1 0' /	
Teacher's Signature	
Date	

APPENDIX A

SALARY NOTIFICATION

and

INTENT TO RETURN

TO:	
FROM:	
You are hereby notified that your s	alary for the 2020_ school year is \$
Please sign and return to me one (1) copy on or before, 20 to serve as
notification of your intent to return to em	ployment.
	Superintendent of Schools
Teacher's Signature	
Date	

APPENDIX A

BOARD OF EDUCATION CLINTON, CONNECTICUT

Annual Extra Pay Duty Agreement

The Clinton, Connecticut Board of E	ducation hereby agrees to employ:
to perform the Extra Pay Assignment(s) of	in the School for the school
year beginning, 20_ and endi	ng, 20
This Agreement covers only the above	ve-stated extra assignment(s) which (is/are) in
addition to the regular teaching duties provi	ided for in the Teacher's Contract.
The Board of Education has voted an	d hereby agrees to pay said teacher, and said
teacher agrees to accept, for services during	g the above-stated period, an annual salary of \$
in periodic installments payable as	follows:
beginning, 20_, and subje	ct to required deductions for the U.S. Withholding
Tax, and other agreed-to deductions which	the teacher may in writing authorize.
By Teacher	By Superintendent of Schools
1 Caoner	superintendent of Schools
Date	Date

APPENDIX B

SALARY SCHEDULE 2019-2020

STEP	EXP	BA	BA+30	MA	BA+60	MA+30
1	0	45,696	48,371	50,825	51,343	53,244
2	1	47,175	49,856	51,717	52,831	54,141
3	2	50,044	52,729	54,200	55,962	56,871
4	3	53,482	56,167	58,031	59,887	61,165
5	4-6	56,883	59,571	61,887	63,849	65,562
6	7	61,135	63,803	66,630	68,702	70,907
7	8-9	65,700	68,339	71,738	73,926	76,690
8	10	68,124	70,737	74,454	76,702	79,783
9	11	70,548	73,135	77,170	79,479	82,876
10	12	73,198	75,882	80,068	82,464	85,987
11	13+	79,232	82,137	86,669	89,263	93,076

Subject to Article V, Section 5.1.a.2(f), all teachers who are not at maximum shall advance one step on the 2019-20 salary schedule.

APPENDIX B

SALARY SCHEDULE

2020-2021

STEP	EXP	BA	BA+30	MA	BA+60	MA+30
1	0	46,153	48,855	51,333	51,856	53,776
2	1	47,647	50,355	52,234	53,359	54,682
3	2	50,544	53,256	54,742	56,522	57,440
4	3	54,017	56,729	58,611	60,486	61,777
5	4	57,452	60,167	62,506	64,487	66,218
6	5-7	61,746	64,441	67,296	69,389	71,616
7	8	66,357	69,022	72,455	74,665	77,457
8	9-10	68,805	71,444	75,199	77,469	80,581
9	11	71,253	73,866	77,942	80,274	83,705
10	12	73,930	76,641	80,869	83,289	86,847
11	13+	80,024	82,958	87,536	90,156	94,007

Subject to Article V, Section 5.1.a.2(f), all teachers who are not at maximum shall advance one step on the 2020-21 salary schedule.

APPENDIX B

SALARY SCHEDULE

2021-2022

STEP	EXP	BA	BA+30	MA	BA+60	MA+30
1	0	46,799	49,539	52,052	52,582	54,529
2	1	48,314	51,060	52,965	54,106	55,448
3	2	51,252	54,002	55,508	57,313	58,244
4	3	54,773	57,523	59,432	61,333	62,642
5	4	58,256	61,009	63,381	65,390	67,145
6	5	62,610	65,343	68,238	70,360	72,619
7	6-8	67,286	69,988	73,469	75,710	78,541
8	9	69,768	72,444	76,252	78,554	81,709
9	10-11	72,251	74,900	79,033	81,398	84,877
10	12	74,965	77,714	82,001	84,455	88,063
11	13+	81,144	84,119	88,762	91,418	95,323

Subject to Article V, Section 5.1.a.2(f), all teachers who are not at maximum shall advance one step on the 2021-22 salary schedule.

Student Activities/Advisor Positions

Student Activity/Advisor Positions		201	9-20 (1.41	%)
		Step 1	Step 2	Step 3
Senior Yearbook	Morgan	\$2,773		
Co-Director-Musical	Morgan	\$2,981	\$3,189	\$3,385
Audio Visual	Morgan	\$2,773		\$3,140
Drama Coach	Morgan	\$2,773		\$3,140
High School Bowl Advisor	Morgan	\$1,798	\$1,917	
Math League Advisor	Morgan	\$1,798		\$2,036
J.V. Math League Advisor	Morgan	\$1,096		\$1,251
Literary Review Advisor	Morgan	\$1,798		
Student Council Advisor	Morgan	\$2,773		
Pupil Personnel Chairperson	District	\$2,141		
Saianaa Dagaynaa Chainnanaan	Pierson	\$2,141		
Science Resource Chairperson	Joel	\$2,141		
	Joel	\$2,141		
Gifted Resource Chairperson	Pierson	\$2,141		
	Eliot	\$2,141		
Coordinator Gifted Program	District	\$4,195		
After Hours Activities:				
Coordinators for Intellectually Gifted	Pierson	\$7,750		
and Other Programs	Eliot	\$7,750		
Interact Advisor	Morgan	\$1,798		
Team Leader				
(3-5 Teachers)	Eliot	\$4,195		
(6-8 Teachers	Eliot	\$4,524		
Head Teacher	Pierson	\$2,141		

Student Activities/Advisor Positions

Student Activity/Advisor Positions		202	2020-21 (1.0%)		
	÷	Step 1	Step 2	Step 3	
Senior Yearbook	Morgan	\$2,801			
Co-Director-Musical	Morgan	\$3,011	\$3,221	\$3,419	
Audio Visual	Morgan	\$2,801		\$3,171	
Drama Coach	Morgan	\$2,801		\$3,171	
High School Bowl Advisor	Morgan	\$1,816	\$1,936		
Math League Advisor	Morgan	\$1,816		\$2,056	
J.V. Math League Advisor	Morgan	\$1,107		\$1,264	
Literary Review Advisor	Morgan	\$1,816			
Student Council Advisor	Morgan	\$2,801			
Pupil Personnel Chairperson	District	\$2,162			
G. P. GI.	Pierson	\$2,162			
Science Resource Chairperson	Joel	\$2,162			
	Joel	\$2,162			
Gifted Resource Chairperson	Pierson	\$2,162			
	Eliot	\$2,162			
Coordinator Gifted Program	District	\$4,237			
After Hours Activities: Coordinators					
for Intellectually Gifted and Other	Pierson	\$7,828			
Programs	Eliot	\$7,828			
Interact Advisor	Morgan	\$1,816			
Team Leader					
(3-5 Teachers)	Eliot	\$4,237			
(6-8 Teachers	Eliot	\$4,569			
Head Teacher	Pierson	\$2,162			

Effective with the 2005 contract, the step system for the Extra Pay Schedules shall be eliminated. All those newly appointed shall be placed at Step 1. Those with continuing appointments at higher steps shall remain on the higher steps but shall not be further advanced. As positions with appointees at Step 2 and/or 3 become open, Steps 2 and 3 shall be eliminated.

Student Activities/Advisor Positions

Student Activity/Advisor Positions		203	21-22 (1.4	%)
		Step 1	Step 2	Step 3
Senior Yearbook	Morgan	\$2,840		
Co-Director-Musical	Morgan	\$3,053	\$3,266	\$3,467
Audio Visual	Morgan	\$2,840		\$3,215
Drama Coach	Morgan	\$2,840		\$3,215
High School Bowl Advisor	Morgan	\$1,841	\$1,963	
Math League Advisor	Morgan	\$1,841		\$2,085
J.V. Math League Advisor	Morgan	\$1,122		\$1,282
Literary Review Advisor	Morgan	\$1,841		
Student Council Advisor	Morgan	\$2,840		
Pupil Personnel Chairperson	District	\$2,192		
	Pierson	\$2,192		
Science Resource Chairperson	Joel	\$2,192		
	Joel	\$2,192		
Gifted Resource Chairperson	Pierson	\$2,192		
	Eliot	\$2,192		
Coordinator Gifted Program	District	\$4,296		
After Hours Activities: Coordinators				
for Intellectually Gifted and Other	Pierson	\$7,938		
Programs	Eliot	\$7,938		
Interact Advisor	Morgan	\$1,841		
Team Leader				
(3-5 Teachers)	Eliot	\$4,296		
(6-8 Teachers	Eliot	\$4,633		
Head Teacher	Pierson	\$2,192		

Effective with the 2005 contract, the step system for the Extra Pay Schedules shall be eliminated. All those newly appointed shall be placed at Step 1. Those with continuing appointments at higher steps shall remain on the higher steps but shall not be further advanced. As positions with appointees at Step 2 and/or 3 become open, Steps 2 and 3 shall be eliminated.

Program Chairpersons

	School	# Teachers	2019-20
Program Chairperson	Margan	3-5	\$4,195
	Morgan	6-8	\$4,524
Science Program	Margan	3-5	\$4,749
Chairperson	Morgan	6-8	\$5,125
Program Chairperson	Eliat	3-5	\$4,195
	Eliot	6-8	\$4,524

	School	# Teachers	2020-21
Program Chairperson	Мочеоп	3-5	\$4,237
	Morgan	6-8	\$4,569
Science Program	Мандан	3-5	\$4,796
Chairperson	Morgan	6-8	\$5,176
Program Chairperson	Eliot	3-5	\$4,237
	Ellot	6-8	\$4,569

	School	# Teachers	2021-22
Program Chairperson	Манаан	3-5	\$4,296
	Morgan	6-8	\$4,633
Science Program	Мандан	3-5	\$4,863
Chairperson	Morgan	6-8	\$5,248
D C1	Eliat	3-5	\$4,296
Program Chairperson	Eliot	6-8	\$4,633

APPENDIX C

EXTRA PAY SCHEDULE Mentor Teachers, Memorial Day Parade, Hourly Rates

Mentor Teachers

A teacher who serves as a Mentor shall receive a stipend for each school year of service as a Mentor. The stipend shall be prorated if the teacher serves as Mentor for only half of a school year. The amount of the stipend for the duration of this Agreement shall be as follows:

Mentors		
2019-20	\$997.74	
2020-21	\$1,007.72	
2021-22	\$1,021.83	

The stipend above shall be inclusive of the State mentor stipend, if any.

Memorial Day Parade

The two teachers who coordinate the student marching bands for the Memorial Day Parade shall each receive a stipend in each year of this Agreement. The amount of the stipend for the duration of this Agreement shall be as follows:

Memorial Day Parade		
2019-20 \$133.03		
2020-21 \$134.36		
2021-22 \$136.24		

	Hourly Rates			
Position	2019-20	2020-21	2021-22	
Summer Teacher	\$33.39	\$33.72	\$34.19	
Curriculum Chair	\$40.07	\$40.47	\$41.04	
Curriculum Other	\$32.08	\$32.40	\$32.85	
STEP Program	\$29.38	\$29.67	\$30.09	
Morgan Alternative Program				
Teacher-in-Charge	\$40.07	\$40.47	\$41.04	
Instructor	\$33.39	\$33.72	\$34.19	
Tutors	\$25.92	\$26.18	\$26.55	

APPENDIX C EXTRA PAY SCHEDULE – SPORTS

Position	School		2019-20	
		Step 1	Step 2	Step 3
Director of Athletics	Eliot/Morgan	\$7,822		
Basketball-Varsity	Morgan	\$5,426		\$6,125
Basketball-J.V	Morgan	\$3,246		
Basketball-Freshman	Morgan	\$2,433		
Cross Country	Morgan	\$3,851		\$4,301
Football-Head Coach	Morgan	\$6,309		
Football-Asst. Coach	Morgan	\$3,787		
Football-Freshman Coach	Morgan	\$3,787		
Football-Freshman A. Coach	Morgan	\$2,829		
Band Director	Morgan	\$1,321	\$1,414	\$1,502
Soccer-Varsity	Morgan	\$4,364		
Soccer-J.V.	Morgan	\$2,571		
Baseball-Varsity (Boys)	Morgan	\$4,386		
Baseball-J.V. (Boys)	Morgan	\$2,571		
Tennis	Morgan	\$3,252		
Track	Morgan	\$3,906		\$5,001
Track Assistant	Morgan	\$2,348	\$2,691	
Winter Track	Morgan	\$3,774		
Field Hockey-Varsity (Girls)	Morgan	\$4,364		\$5,320
Field Hockey-J.V. (Girls)	Morgan	\$2,615		
Softball-Varsity (Girls)	Morgan	\$4,386		
Softball-J.V. (Girls)	Morgan	\$2,571		
Cheerleading (Fall)	Morgan	\$2,415		
Cheerleading (Winter)	Morgan	\$2,415		
Golf	Morgan	\$3,087		
Gymnastics	Morgan	\$4,364		
Volleyball (Girls	Morgan	\$3,891		\$4,965
Volleyball-J.V. (Girls)	Morgan	\$2,342		
Wrestling	Morgan	\$4,486		
Wrestling-Assistant	Morgan	\$2,691		
Weight Training	Morgan	\$830		
Lacrosse – Varsity	Morgan	\$4,364		
Lacrosse – JV	Morgan	\$2,571		
Baseball (Boys)	Jared Eliot	\$2,571		
Basketball (Boys	Jared Eliot	\$3,246		\$3,906
Soccer (Boys & Girls)	Jared Eliot	\$2,615		
Cheerleading (Fall)	Jared Eliot	\$700		
Cheerleading (Winter)	Jared Eliot	\$700		
Field Hockey	Jared Eliot	\$2,615		
Basketball (Girls)	Jared Eliot	\$3,246		\$3,906
Softball (Girls)	Jared Eliot	\$2,571		+-,> 00

APPENDIX C

Position	School	2019-20
Intramurals		Step 1
Soccer	Jared Eliot	\$1,308
Field Hockey	Jared Eliot	\$1,308
Basketball	Jared Eliot	\$1,627
Softball	Jared Eliot	\$1,290
Baseball	Jared Eliot	\$1,290
Cross Country	Jared Eliot	\$1,270
Wrestling	Jared Eliot	\$1,355
Track and Field	Jared Eliot	\$1,290
Track and Field Asst.	Jared Eliot	\$1,171
Cheerleading (Fall)	Jared Eliot	\$364
Cheerleading (Winter)	Jared Eliot	\$364

Effective with the 2005 contract, the step system for the Extra Pay Schedules shall be eliminated. All those newly appointed shall be placed at Step 1. Those with continuing appointments at higher steps shall remain on the higher steps but shall not be further advanced. As positions with appointees at Step 2 and/or 3 become open, Steps 2 and 3 shall be eliminated.

APPENDIX C EXTRA PAY SCHEDULE -- SPORTS

Position	School		2020-21	
		Step 1	Step 2	Step 3
Director of Athletics	Eliot/Morgan	\$7,900		
Basketball-Varsity	Morgan	\$5,480		\$6,186
Basketball-J.V	Morgan	\$3,278		
Basketball-Freshman	Morgan	\$2,457		
Cross Country	Morgan	\$3,890		\$4,344
Football-Head Coach	Morgan	\$6,372		
Football-Asst. Coach	Morgan	\$3,825		
Football-Freshman Coach	Morgan	\$3,825		
Football-Freshman A. Coach	Morgan	\$2,857		
Band Director	Morgan	\$1,334	\$1,428	\$1,517
Soccer-Varsity	Morgan	\$4,408		
Soccer-J.V.	Morgan	\$2,597		
Baseball-Varsity (Boys)	Morgan	\$4,430		
Baseball-J.V. (Boys)	Morgan	\$2,597		
Tennis	Morgan	\$3,285		
Track	Morgan	\$3,945		\$5,051
Track Assistant	Morgan	\$2,371	\$2,718	
Winter Track	Morgan	\$3,812		
Field Hockey-Varsity (Girls)	Morgan	\$4,408		\$5,373
Field Hockey-J.V. (Girls)	Morgan	\$2,641		
Softball-Varsity (Girls)	Morgan	\$4,430		
Softball-J.V. (Girls)	Morgan	\$2,597		
Cheerleading (Fall)	Morgan	\$2,439		
Cheerleading (Winter)	Morgan	\$2,439		
Golf	Morgan	\$3,118		
Gymnastics	Morgan	\$4,408		
Volleyball (Girls	Morgan	\$3,930		\$5,015
Volleyball-J.V. (Girls)	Morgan	\$2,365		
Wrestling	Morgan	\$4,531		
Wrestling-Assistant	Morgan	\$2,718		
Weight Training	Morgan	\$838		
Lacrosse – Varsity	Morgan	\$4,408		
Lacrosse – JV	Morgan	\$2,597		
Baseball (Boys)	Jared Eliot	\$2,597		
Basketball (Boys	Jared Eliot	\$3,278		\$3,945
Soccer (Boys & Girls)	Jared Eliot	\$2,641		
Cheerleading (Fall)	Jared Eliot	\$707		
Cheerleading (Winter)	Jared Eliot	\$707		
Field Hockey	Jared Eliot	\$2,641		
Basketball (Girls)	Jared Eliot	\$3,278		\$3,945
Softball (Girls)	Jared Eliot	\$2,597		

APPENDIX C

Position	School	2020-21
Intramurals		Step 1
Soccer	Jared Eliot	\$1,321
Field Hockey	Jared Eliot	\$1,321
Basketball	Jared Eliot	\$1,643
Softball	Jared Eliot	\$1,303
Baseball	Jared Eliot	\$1,303
Cross Country	Jared Eliot	\$1,283
Wrestling	Jared Eliot	\$1,369
Track and Field	Jared Eliot	\$1,303
Track and Field Asst.	Jared Eliot	\$1,183
Cheerleading (Fall)	Jared Eliot	\$368
Cheerleading (Winter)	Jared Eliot	\$368

Effective with the 2005 contract, the step system for the Extra Pay Schedules shall be eliminated. All those newly appointed shall be placed at Step 1. Those with continuing appointments at higher steps shall remain on the higher steps but shall not be further advanced. As positions with appointees at Step 2 and/or 3 become open, Steps 2 and 3 shall be eliminated.

APPENDIX C EXTRA PAY SCHEDULE -- SPORTS

Position	School		2021-22	
		Step 1	Step 2	Step 3
Director of Athletics	Eliot/Morgan	\$8,011		
Basketball-Varsity	Morgan	\$5,557		\$6,273
Basketball-J.V	Morgan	\$3,324		
Basketball-Freshman	Morgan	\$2,491		
Cross Country	Morgan	\$3,944		\$4,405
Football-Head Coach	Morgan	\$6,461		
Football-Asst. Coach	Morgan	\$3,879		
Football-Freshman Coach	Morgan	\$3,879		
Football-Freshman A. Coach	Morgan	\$2,897		
Band Director	Morgan	\$1,353	\$1,448	\$1,538
Soccer-Varsity	Morgan	\$4,470		
Soccer-J.V.	Morgan	\$2,633		
Baseball-Varsity (Boys)	Morgan	\$4,492		
Baseball-J.V. (Boys)	Morgan	\$2,633		
Tennis	Morgan	\$3,331		
Track	Morgan	\$4,000		\$5,122
Track Assistant	Morgan	\$2,404	\$2,756	
Winter Track	Morgan	\$3,865		
Field Hockey-Varsity (Girls)	Morgan	\$4,470		\$5,448
Field Hockey-J.V. (Girls)	Morgan	\$2,678		
Softball-Varsity (Girls)	Morgan	\$4,492		
Softball-J.V. (Girls)	Morgan	\$2,633		
Cheerleading (Fall)	Morgan	\$2,473		
Cheerleading (Winter)	Morgan	\$2,473		
Golf	Morgan	\$3,162		
Gymnastics	Morgan	\$4,470		
Volleyball (Girls	Morgan	\$3,985		\$5,085
Volleyball-J.V. (Girls)	Morgan	\$2,398		
Wrestling	Morgan	\$4,594		
Wrestling-Assistant	Morgan	\$2,756		
Weight Training	Morgan	\$850		
Lacrosse – Varsity	Morgan	\$4,470		
Lacrosse – JV	Morgan	\$2,633		
Baseball (Boys)	Jared Eliot	\$2,633		
Basketball (Boys	Jared Eliot	\$3,324		\$4,000
Soccer (Boys & Girls)	Jared Eliot	\$2,678		
Cheerleading (Fall)	Jared Eliot	\$717		
Cheerleading (Winter)	Jared Eliot	\$717		
Field Hockey	Jared Eliot	\$2,678		
Basketball (Girls)	Jared Eliot	\$3,324		\$4,000
Softball (Girls)	Jared Eliot	\$2,633		

APPENDIX C

Position	School	2021-22
Intramurals		Step 1
Soccer	Jared Eliot	\$1,339
Field Hockey	Jared Eliot	\$1,339
Basketball	Jared Eliot	\$1,666
Softball	Jared Eliot	\$1,321
Baseball	Jared Eliot	\$1,321
Cross Country	Jared Eliot	\$1,301
Wrestling	Jared Eliot	\$1,388
Track and Field	Jared Eliot	\$1,321
Track and Field Asst.	Jared Eliot	\$1,200
Cheerleading (Fall)	Jared Eliot	\$373
Cheerleading (Winter)	Jared Eliot	\$373

Effective with the 2005 contract, the step system for the Extra Pay Schedules shall be eliminated. All those newly appointed shall be placed at Step 1. Those with continuing appointments at higher steps shall remain on the higher steps but shall not be further advanced. As positions with appointees at Step 2 and/or 3 become open, Steps 2 and 3 shall be eliminated.

MEMORANDA OF AGREEMENT

Master's Plus 30 Credits

The undersigned parties agree to delete paragraph two of Section 5.1.a.1.(e), Salary Schedules/Master's plus 30 credits, with the understanding that this language no longer has any effect on any member of the bargaining unit employed as of December 6, 1990. Should it be determined during the term of the successor agreement that said deletion does have effect on any such member, Section 5.1(e) shall be interpreted as if paragraph two still existed.

Said paragraph two read as follows in the 1989-91 contract:

Employees who have begun course work for a second Master's Degree, a thirty (30) credit planned program or a Certificate of Advanced Study prior to the effective date of this contract shall not be affected by the amendment of the Master's plus 30 credits definition.

TAPP Program

Only TAPP credits earned prior to August 1, 2000 by teachers hired prior to that date may be used for advancement to the MA plus 30 or BA plus 60 lane of the salary schedule.



A Great Opportunity for Very Valuable Healthcare Coverage

Welcome to the Connecticut (CT) Partnership Plan—a low-/no-deductible Point of Service (POS) plan now available to you (and your eligible dependents up to age 26) and other non-state public employees who work for municipalities, boards of education, quasi-public agencies, and public libraries.

The CT Partnership Plan is the same POS plan currently offered to State of Connecticut employees.

You get the same great healthcare benefits that state employees get, including \$15 in-network office visits (average actual cost in CT: \$150*), free preventive care, and \$5 or \$10 generic drug copays for your maintenance drugs. You can see any provider (e.g., doctors, hospitals, other medical facilities) you want—in- or out-of network. But, when you see in-network providers, you pay less. That's because they contract with UnitedHealthcare/Oxford—the plan's administrator—to charge lower rates for their services. You have access to Oxford's Freedom Select Network in Connecticut, New Jersery, and parts of New York, and United's Choice Plus Network for seamless national access!

When you join the CT Partnership Plan, the state's Health Enhancement Program (HEP) is included. HEP encourages you to get preventive care screenings, routine wellness visits, and chronic disease education and counseling. When you remain compliant with the specific HEP requirements on page 5, you get to keep the financial incentives of the HEP program!

Look inside for a summary of medical benefits, and visit www.osc.ct.gov/CTpartner to find out if your doctor, hospital or other medical provider is in UnitedHealthcare/Oxford's network. Information about the dental plan offered where you work, and the amount you'll pay for healthcare and dental coverage, will be provided by your employer.

*Source: Healthcare Bluebook: healthcare bluebook.com

www.osc.ct.gov/ctpartner



BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Preventive Care (including adult and well-child exams and immunizations, routine gynecologist visits, mammograms, colonoscopy)	\$0	20% of allowable UCR* charges
Annual Deductible (amount you pay before the Plan starts paying benefits)	Individual: \$350 Family: \$350 per member (\$1,400 maximum) Waived for HEP-compliant members	Individual: \$300 Family: \$900
Coinsurance (the percentage of a covered expense you pay after you meet the Plan's annual deductible)	Not applicable	20% of allowable UCR* charges
Annual Out-of-Pocket Maximum (amount you pay before the Plan pays 100% of allowable/UCR* charges)	Individual: \$2,000 Family: 4,000	Individual: \$2,300 (includes deductible) Family: \$4,900 (includes deductible)
Primary Care Office Visits	\$15 COPAY (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Specialist Office Visits	\$15 COPAY (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Urgent Care & Walk-In Center Visits	\$15 copay	20% of allowable UCR* charges
Acupuncture (20 visits per year)	\$15 copay	20% of allowable UCR* charges
Chiropractic Care	\$o copay	20% of allowable UCR* charges
Diagnostic Labs and X-Rays: ** High Cost Testing (MRI, CAT, etc.)	\$0 copay (your doctor will need to get prior authorization for high-cost testing)	20% of allowable UCR* charges (you will need to get prior authorization for high-cost testing)
Durable Medical Equipment	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (your may need to get prior authorization

¹ IN NETWORK: Within your carrier's immediate service area, no co-pay for preferred facility, 20% cost share at non-preferred facility. Outside your carrier's immediate service area, no co-pay,

(continued on next page)

¹ OUT OF NETWORK: Within your carrier's immediate service area, deductible plus 40% coinsurance.
Outside of carrier's immediate service area: deductible plus 20% coinsurance.



BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Emergency Room Care	\$250 copay (waived if admitted)	\$250 copay (waived if admitted)
Eye Exam (one per year)	\$15 copay	50% of allowable UCR* charges
**Infertility (based on medical necessity)		
Office Visit	\$15 copay	20% of allowable UCR* charges
Outpatient or Inpatient Hospital Care	\$0	20% of allowable UCR* charges
**Inpatient Hospital Stay	\$o	20% of allowable UCR* charges
Mental Healthcare/Substance Abuse Treatment		
**Inpatient	\$0	20% of allowable UCR* charges (you may need to get prior authorization)
Outpatient	\$15 copay	20% of allowable UCR* charges
Nutritional Counseling (Maximum of 3 visits per Covered Person per Calendar Year)	\$0	20% of allowable UCR* charges
**Outpatient Surgery	\$0	20% of allowable UCR* charges
**Physical/Occupational Therapy	\$0	20% of allowable UCR* charges, up to 60 inpatient days and
		30 outpatient days per condition per year
Foot Orthotics	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)
Speech therapy: Covered for treatment resulting from autism, stroke, tumor removal, injury or congenital anomalies of the oropharynx	\$0	Deductible plus Coinsurance (30 visits per Calendar Year)
Medically necessary treatment resulting from other causes is subject to Prior Authorization	\$0 (30 visits per Covered Person per Calendar Year)	Deductible plus Coinsurance (30 visits per Calendar Year)

[&]quot;Usual, Customary and Reasonable, You pay 20% coinsurance based on UCR, plus you pay 100% of amount provider bills you over UCR.

^{**} Prior authorization required: If you use in-network providers, your provider is responsible for obtaining prior authorization from UnitedHealthcare/Oxford. If you use out-of-network providers, you are responsible for obtaining prior authorization from UnitedHealthcare/Oxford.



A MESSAGE FROM UNITEDHEALTHCARE

We are dedicated to helping people live

healthier lives. This is our mission and we take it seriously. By making healthier decisions, you can live a healthier life. It's that simple. Our programs and network can help you do just that.

Our Network

We have a robust local and national network. Nationally and in the tri-state area, we have a large number of doctors, health care professionals and hospitals. For years, our members have accessed our Connecticut, New York and New Jersey tri-state network. Whichever plan you choose, you'll have seamless access to our UnitedHealthcare Choice Plus Network of physicians and health care professionals outside of the tri-state area. This gives State of Connecticut employees, retirees and their families better access to care whether you are in Connecticut, traveling outside the tri-state area, or living somewhere else in the country.

Just giving you a list of doctors is not very helpful. The UnitedHealth Premium® designation program recognizes doctors who meet standards for quality and cost-efficiency. We use evidence-based medicine and national industry guidelines to evaluate quality and the cost-efficiency standards are based on local market benchmarks for the efficient use of resources in providing care. The 2016 UnitedHealth Premium program covers 27 specialty areas of medicine, including two new specialties (Ear, Nose and Throat, and Gastroenterology).

For more information about our network and the Premium designation program or to search for physicians participating in our local network and the national UnitedHealthcare Choice Plus Network, please visit partnershipstateofct.welcometouhc.com.

For information on these discounts and special offers, please visit partnershipstateofct.welcometouhc.com



Oxford On-Call®

Healthcare Guidance 24 hours a day

We realize that questions about your health can come up at any time. That's why we offer you flexible choices in health care guidance through our Oxford On-Call program. Speak with a registered nurse who can offer suggestions and guide you to the most appropriate source of care, 24 hours a day, seven days a week. That's the idea behind Oxford On-Call.

If you are a member and you need to reach Oxford-On-Call, please call 800-201-4911. Press option 4. Oxford On-Call can give you helpful information on general health information, deciding where to go for care, choosing self-care measures or guidance for difficult decisions.

Custom Website

We created this website for State of Connecticut employees and retirees to provide the tools and information to help you make informed health care decisions.

Visit partnershipstateofct.welcometouhc.com to search for a doctor or hospital, or learn about your health plans. You also can get Health Enhancement Program information at othep.com, or by phone at 877-687-1448.

Value-added programs such as wellness programs and discounts offered by the plan are not negotiated benefits and are subject to change at any time at the discretion of the plan.

Administrative services provided by Oxford Health Plans LLC. CT-15-206



PRESCRIPTION DRUGS	Maintenance* (31-to-90-day supply)	Non-Maintenance (up to 30-day supply)	HEP Chronic Conditions
Generic (preferred/non-preferred)**	\$5/\$10	\$5/\$10	\$ o
Preferred/Listed Brand Name Drugs	\$25	\$25	\$5
Non-Preferred/Non-Listed Brand Name Drugs	\$40	\$40	\$12.50
Annual Out-of-Pocket Maximum	\$4,600 Individual/\$9,200	o Family	

⁺ Initial 30-day supply at retail pharmacy is permitted. Thereafter, 90-day supply is required—through mail-order or at a retail pharmacy participating in the State of Connecticut Maintenance Drug Network.

Preferred and Non-Preferred Brand-Name Drugs

A drug's tier placement is determined by Caremark's Pharmacy and Therapeutics Committee, which reviews tier placement each quarter. If new generics have become available, new clinical studies have been released, new brand-name drugs have become available, etc., the Pharmacy and Therapeutics Committee may change the tier placement of a drug.

If your doctor believes a non-preferred brand-name drug is medically necessary for you, they will need to complete the Coverage Exception Request form (available at

www.osc.ct.gov/ctpartner) and fax it to Caremark. If approved, you will pay the preferred brand co-pay amount.

If You Choose a Brand Name When a Generic Is Available

Prescriptions will be automatically filled with a generic drug if one is available, unless your doctor completes Caremark's Coverage Exception Request form and it is approved. (It is not enough for your doctor to note "dispense as written" on your prescription; a separate

form is required.) If you request a brand-name drug over a generic alternative without obtaining a coverage exception, you will pay the generic drug co-pay PLUS the difference in cost between the brand and generic drug.

Mandatory 90-day Supply for Maintenance Medications

If you or your family member takes a maintenance medication, you are required to get your maintenance prescriptions as 90-day fills. You will be able to get your first 30-day fill of that medication at any participating pharmacy. After that your two choices are:

- Receive your medication through the Caremark mailorder pharmacy, or
- Fill your medication at a pharmacy that participates in the State's Maintenance Drug Network (see the list of participating pharmacies on the Comptroller's website at www.osc.ct.gov).

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⁺⁺ Prescriptions are filled automatically with a generic drug if one is available, unless the prescribing physician submits a Coverage Exception Request attesting that the brand name drug is medically necessary.



The Health Enhancement Program (HEP) is a component of the medical plan and has several important benefits. First, it helps you and your family work with your medical providers to get and stay healthy. Second, it saves you money on your healthcare. Third, it will save money for the Partnership Plan long term by focusing healthcare dollars on prevention.

Health Enhancement Program Requirements

You and your enrolled family members must get age-appropriate wellness exams, early diagnosis screenings (such as colorectal cancer screenings, Pap tests, mammograms, and vision exams). Here are the 2018 HEP Requirements:

PREVENTIVE SCREENINGS	AGE						
	0 - 5	6-17	18-24	25-29	30-39	40-49	50+
Preventive Visit	1 per year	1 every other year	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
Vision Exam	N/A	N/A	Every 7 years	Every 7 years	Every 7 years	Every 4 years	50-64: Every 3 years 65+: Every 2 years
Dental Cleanings*	N/A	At least 1 per year	At least 1 per year	At least 1 per year			
Cholesterol Screening	N/A	N/A	Every 5 years (20+)	Every 5 years	Every 5 years	Every 5 years	Every 2 years
Breast Cancer Screening (Mammogram)	N/A	N/A	N/A	N/A	1 screening between age 35-39**	As recommended by physician	As recommended by physician
Cervical Cancer Screening (Pap Smear)	N/A	N/A	Every 3 years (21+)	Every 3 years	Every 3 years	Every 3 years	Every 3 years to age 65
Colorectal Cancer Screening	N/A	N/A	N/A	N/A	N/A	N/A	Colonoscopy every so years or Annual FIT/FOBT to age 75

^{*}Dental cleanings are required for all members who are participating in the Partnership Plan

^{**}Oras recommended by your physician



The Health Enhancement Program features an easy-to-use website to keep you up to date on your requirements.

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Additional Requirements for Those With Certain Conditions

If you or any enrolled family member has 1) Diabetes (Type 1 or 2), 2) asthma or COPD, 3) heart disease/heart failure, 4) hyperlipidemia (high cholesterol), or 5) hypertension (high blood pressure), you and/or that family member will be required to participate in a disease education and counseling program for that particular condition. You will receive free office visits and reduced pharmacy copays for treatments related to your condition.

These particular conditions are targeted because they account for a large part of our total healthcare costs and have been shown to respond particularly well to education and counseling programs. By participating in these programs, affected employees and family members will be given additional resources to improve their health.

If You Do Not Comply with the requirements of HEP

If you or any enrolled dependent becomes non-compliant in HEP, your premiums will be \$100 per month higher and you will have an annual \$350 per individual (\$1,400 per family) in-network medical deductible.

Care Management Solutions, an affiliate of ConnectiCare, is the administrator for the Health Enhancement Program (HEP). The HEP participant portal features tips and tools to help you manage your health and your HEP requirements. You can visit www.cthep.com to:

- View HEP preventive and chronic requirements and download HEP forms
- Check your HEP preventive and chronic compliance status
- Complete your chronic condition education and counseling compliance requirement
- Access a library of health information and articles
- Set and track personal health goals
- Exchange messages with HEP Nurse Case Managers and professionals

You can also call Care Management Solutions to speak with a representative.

Care Management Solutions

(877) 687-1448 Monday - Thursday, 8:00 a.m. - 6:00 p.m. Friday, 8:00 a.m. - 5:00 p.m.

www.cthep.com



Office of the State Comptroller, Healthcare Policy & Benefit Services Division

www.osc.ct.gov/ctpartner 860-702-3560

UnitedHealthcare Oxford

http://partnershipstateofct.welcometouhc.com

Prior to Effective Date: 1-800-760-4566 After Effective Date: 1-800-385-9055

Caremark (Prescription drug benefits)

www.caremark.com 1-800-318-2572

CIGNA (Dental and Vision Rider benefits)

www.cigna.com/stateofct 1-800-244-6224

Health Enhancement Program (HEP) Care Management Solutions (an affiliate of ConnectiCare)

www.cthep.com 1-877-687-1448

For details about specific plan benefits and network providers, contact the insurance carrier. If you have questions about eligibility, enrolling in the plans or payroll deductions, contact your Payroll/Human Resources office.

MEMORANDUM OF AGREEMENT

BETWEEN

THE CLINTON BOARD OF EDUCATION

AND

THE EDUCATION ASSOCIATION OF CLINTON

The Clinton Board of Education (the "Board") and the Education Association of Clinton (the "Association") hereby enter into the following Memorandum of Agreement regarding the compensation for the positions of Elementary Grade Level Leaders at Joel Elementary School:

- 1. 2019-20
- 3-5 teachers \$4,195
- 6-8 teachers \$4,524
- 2. 2020-21
- 3-5 teachers \$4,237
- 6-8 teachers \$4,569
- 3. 2021-22
- 3-5 teachers \$4,296

6-8 teachers \$4,633

For the Clinton Board

of Education

6/29/19

Date

For the Education Assoc. of

Clinton

May 28, 2019

Date