

**A GROUP CONTRACT**

**Between**

**THE BOARD OF EDUCATION**

**RIDGEFIELD, CONNECTICUT**

**and**

**N.E.A.-RIDGEFIELD**

**JULY 1, 2019 - JUNE 30, 2022**

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## **PREAMBLE**

- A. This Agreement is made and entered into by and between the Ridgefield Board of Education (hereinafter the "Board") and NEA-Ridgefield (hereinafter the "Association") for the purpose of setting forth, for the period specified in Article V hereof, salaries and other conditions of employment for Teachers employed by the Board, pursuant to §10-153d(b) of the Connecticut General Statutes.
- B. This Agreement contains the full and complete Agreement between the Board and the Association for the period set forth in Article V hereof. There shall be no modification of this Agreement during its term except by written agreement between the parties.
- C. The Board recognizes the concern and responsibility of the Association to help maintain and improve standards of professional practice. Therefore, the Association, consisting of a group of professionals in the academic and educational field, agrees to encourage all Teachers to strive for an increasingly high degree of academic and professional efficiency. The Association shall actively encourage Teachers to fulfill the individual and collective obligation and commitment to pupils and the community.
- D. The parties to this Agreement recognize the fact that discussion between the parties is an important factor for the well-being of the children, the school system, and the Teachers. Accordingly, the parties shall devote sufficient time to this important facet of quality education.
- E. It is recognized that the professional preparation of Teachers qualifies them to make contributions to the conduct of education and to the development of educational planning and programming.

## **ARTICLE I - RECOGNITION**

**Section 1.01.** This Agreement is negotiated under §10-153d and f of the General Statutes of the State of Connecticut, as amended.

**Section 1.02.** It is recognized that the Association is the exclusive representative of all certified professional personnel and of professional personnel holding durational shortage area permits employed by the Board in the Teachers' Unit as defined in Section 10-153b (a)(2) of the Connecticut General Statutes, except as hereinafter provided, for purposes of negotiating with respect to their salary schedules and conditions of employment in accordance with Section 10-153d (b) of the Connecticut General Statutes, as amended. Excluded are the Superintendent, Assistant Superintendent, Principals, Directors, Assistant Principals, per diem certificated appointees and substitute teachers, and all other administrative and supervisory employees whose primary function is to evaluate the performance of certified professional personnel and/or those holding durational shortage area permits and all other personnel excluded under Section 10-153b (b) of the General Statutes.

**Section 1.03.** The term "Teacher" as used in this Agreement is hereby defined to mean only those employees of the Board who are included in the bargaining unit represented by the Association as described in Section 1.02 hereof.

## **ARTICLE II - RIGHTS AND RESPONSIBILITIES OF THE BOARD**

**Section 2.01.** The Board and the Superintendent of Schools reserve and retain full rights, authority, and discretion, in the proper discharge of their duties and responsibilities to control, supervise, operate and manage the school department of the Town of Ridgefield and its professional staff under governing law, ordinances, rules and regulations, as well as (but not limited to) the following rights, responsibilities and prerogatives:

- a. To maintain educational activities and programs as in its judgment will best serve the interests of the students;
- b. To determine the type of work to be performed by all its personnel;
- c. To assign all work to employees or other persons;
- d. To decide the methods, procedures and means of conducting the work;
- e. To select, hire, and demote employees, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work;
- f. To discharge or otherwise discipline employees;
- g. To promote, transfer, and lay off employees;
- h. To decide the need for facilities;
- i. To establish or continue policies, practices and procedures for the conduct of the Board business, and from time to time, to change or abolish such policies, practices or procedures.

**Section 2.02.** The Board shall not adopt a change in policy affecting salaries, fringe benefits, or working conditions, which conflicts with the specific terms of this Agreement. In the event of conflict between Board policy and the provisions of this Agreement, the provisions of this Agreement shall prevail.

**Section 2.03.** Nothing contained in this Agreement shall be construed to contravene or violate any State law concerning boards of education, or reduce the powers and duties of the Board as established under the law. In the event of conflict between the provisions of this Agreement and the provisions of State law relative to the duties and powers of the Board, the provisions of State law shall prevail.

### **ARTICLE III - DUES**

**Section 3.01. - Association Dues.** Each Teacher shall have the option to join the Association and pay the initiation fee and regular annual dues uniformly required of Association members (Association Dues).

**Section 3.02. - Deductions.** - Beginning no earlier than October each year, the Board will deduct from each paycheck issued to each Teacher who has voluntarily submitted written authorization an amount equal to the Association Dues, divided by the number of paychecks to be issued to each Teacher from and including the first paycheck from which such deductions are made through and including the last paycheck issued in June. The Board will make a list of teachers available to the Association prior to September 15. Such deductions shall commence with the first paycheck issued in October each year provided that by no later than September 15, the Association shall certify to the Board the amount of the Association Dues and shall furnish the Board with a list of Association members. If the Association fails to supply the aforesaid information by September 15, the Board will not be required to commence said deductions until the first paycheck issued after the expiration of two weeks following its receipt of the required information from the Association. Each month thereafter, the Association shall provide the Superintendent with a written list of changes in Association membership so that the appropriate deductions can be made. Notwithstanding any other provision of this Section 3.02, the Board will not make such deductions from more than two paychecks in any calendar month.

**Section 3.03. - Teachers Hired After the Beginning of the School Year.** Teachers whose employment commences after the start of the school year, who voluntarily submit written authorization, shall pay a pro-rated amount of the Association Dues. Payroll deductions for said Teachers shall be made in the same manner as set forth in Section 3.02 above.

**Section 3.04. - Forwarding of Monies.** Following each pay period for which the aforesaid deductions are made, the Board will forward to the Association a check in the amount of money deducted from Teachers' paychecks during that pay period in accordance with Section 3.02 above, together with a list of Teachers from whose paychecks such deductions were made.

**Section 3.05. - Hold Harmless.** The Association agrees to defend, indemnify and hold the Board harmless against any and all expenses, liability, suits or claims which arise under this Article and/or from the Board's action in compliance with the provisions of this Article, including but not limited to any or all expenses involved in the termination of a Teacher pursuant to this Article.

### **ARTICLE IV - PROFESSIONAL NEGOTIATION**

**Section 4.01.** Negotiation shall be conducted by the Association and the Board or their duly-appointed sub-committees. The purpose of these sub-committees shall be to negotiate salaries and other conditions of employment.

**Section 4.02.** The Board and Association agree to make available to the sub-committees any non-confidential information pertinent to the negotiation procedure.

**Section 4.03.** The sub-committees may, at their discretion, appoint joint sub-committees for the purpose of studying specific matters regarding salaries and conditions of employment.

**Section 4.04.** The negotiating sub-committees may call upon competent professional and/or lay personnel to assist them in matters under discussion.

**Section 4.05.** No Teacher shall in an effort to effect a settlement of any disagreement with the Board engage in any strike or concerted refusal to render services.

#### **ARTICLE V - DURATION AND HOLDOVER**

**Section 5.01.** This Agreement shall be effective on July 1, 2019, and shall continue and remain in full force and effect to and including June 30, 2022.

**Section 5.02.** In the event that the Board and the Association shall fail to secure a successor to this Agreement prior to its termination, the Association and the Board mutually may elect to extend the duration of this Agreement for any period not to extend beyond the date of the execution of a successor Agreement.

#### **ARTICLE VI - SEVERABILITY**

**Section 6.01.** In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

#### **ARTICLE VII - TERMINATION**

**Section 7.01.** Employment of a Teacher under this Agreement may be terminated by mutual consent of the Teacher and the Board at any time or by the Teacher with thirty (30) days' notice to the Superintendent. Employment of a tenured or non-tenured certified Teacher may also be terminated by the Board pursuant to the provisions of state statute on tenure. Employment of a Teacher holding a durational shortage area permit is at will and may be terminated by the Board for any reason, with or without cause.

**Section 7.02. Resignation.** The Association agrees, on behalf of itself and all individual Teachers, that, Teacher resignations will be submitted as soon as known by the Teacher. If resignations during the summer months are absolutely essential, the Teacher will notify the Director of Personnel of such resignation as soon in advance as possible. Any Teacher employed through the end of the prior work year and enrolled in a Board-sponsored health insurance plan who provides written notice to the Board of his or her intent to resign shall continue to receive medical insurance through August 31st, provided the teacher has prepaid his or her share of the health insurance premium.

#### **ARTICLE VIII - INDIVIDUAL SALARY AGREEMENTS**

**Section 8.01.** Individual salary agreements will be issued upon initial employment. After initial employment, each Teacher who is to be re-employed will be notified of salary and position annually. Such notification will normally be issued no later than two weeks prior to the end of the school year unless the Board has not adopted a final budget by the end of May, in which case the notification shall occur within two weeks following such adoption.

**Section 8.02.** The provisions contained in individual salary agreements and notifications of salary and position will not conflict with the terms and conditions of this Agreement. The Board shall cause the Association to be provided with a copy of the individual salary agreement form and the notification of salary and position form currently in use and with updated copies of said forms whenever they are amended. The Board will cause the Association to be consulted at least thirty (30) calendar days prior to the effective date of any changes in said forms. These forms will not be used as a means of conveying disciplinary action, comments regarding performance or attendance information.

## **ARTICLE IX - COMMUNICATION**

**Section 9.01.** Board policies and by-laws and administrative regulations shall be made available in writing to the Association President and to each Building Unit of the Association and shall be brought up to date and distributed as approved by the Board.

**Section 9.02.** The agenda for all open Board meetings shall be furnished to the Association President in advance.

**Section 9.03.** The Association President or his or her proxy is the Board's liaison in areas of Association concern.

**Section 9.04.** Meetings between the Superintendent, principals, and representatives of the Association shall be held regularly when mutually desired. Meetings between the Superintendent and Association shall occur monthly unless both parties agree to cancel the meeting.

**Section 9.05.** At all times during the school day, the Teacher shall have access to an authority capable of rendering decisions on matters requiring immediate attention. Designation of such authority, when other than the principal, whether the designation be temporary or standing, shall be clearly communicated to all Teachers.

## **ARTICLE X - TRANSFERS**

### **Section 10.01. - Voluntary Transfers.**

- a. Teachers who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than March 1. Such statement shall include the grade and/or subject to which the Teacher desires to be assigned and the school or schools (in order of preference, if the Teacher has a preference) to which he or she desires to be transferred. Teachers will be granted an interview with the principal or his/her designee for open positions of which she/he has expressed an interest in transferring and shall conduct a demonstration lesson if requested by the principal or his/her designee.
- b. Teachers who desire a change in grade and/or subject assignment within the building to which they are currently assigned may notify the principal and Director of Personnel, but shall do so in writing.
- c. Nothing herein shall obligate the Administration to grant any transfer or change in assignment. The final decision shall rest with the Superintendent.

**Section 10.02. Involuntary Transfers.** Prior to effectuating the involuntary transfer of a Teacher, the Superintendent shall offer to consult with the Teacher to elicit his or her views regarding the transfer. In all cases, the final decision shall rest with the Superintendent. Nothing in this Agreement, except the non-discrimination prohibition of Section 13.02, shall be construed to limit the Superintendent's authority to transfer Teachers for any reason.

## **ARTICLE XI - GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 11.01. - Purpose.** The purpose of these procedures is to provide an orderly means for addressing claims by Teachers that the Board or the Administration has violated or misapplied a specific provision of this Agreement. The Board and the Association agree that proceedings shall be kept as confidential as is appropriate.

### **Section 11.02. - Grievance Procedure. Definitions.**

- a. "Grievance" shall mean a written complaint by a Teacher or a group of Teachers that there has been as to the Teacher or group a violation, misinterpretation or misapplication of an explicit provision of this Agreement by the Board or the Administration.
- b. "Grievant" shall mean the Teacher or group of Teachers filing a Grievance.
- c. "Days" shall mean days on which school is in session.

### **Section 11.03. - Procedures.**

- a. All Grievances shall include the name and position of the Grievant, the identity of the provision of this Agreement involved in said Grievance, the time when and the place where the alleged events or conditions constituting the Grievance existed, the identity of the party alleged to be responsible for causing the said events or conditions (if known to the Grievant) and a general statement as to the nature of the Grievance and the redress sought by the Grievant.
- b. Except for informal decisions, all decisions shall be rendered in writing at each step of the Grievance procedure. Each decision shall be promptly transmitted to the Grievant and the Association with the consent of the Grievant, subject to the provisions of Section 11.05 of this Article.
- c. The Board and the Association agree to facilitate any investigation which may be required, and make available any and all relevant material, documents, communications and records concerning the alleged Grievance, in accordance with Section 10-151a of the General Statutes.
- d. No interference, coercion, restraint, discrimination, or reprisal of any kind at any time will be taken against the Grievant, any representative, any member of the Association or any other participant in the Grievance procedure by reason of such Grievance or participation therein.



- e. A Teacher may accept the resolution or specific Grievance at Level One, but said Teacher retains the right to file a formal Grievance for said situation at Level Two. In the event that any Grievance is adjusted at Level One, such a resolution shall not be binding on either the Board or the Association in any other proceedings or grievances.
- f. Forms for filing and processing Grievances and other pertinent documents under this Article shall be agreed to by the Superintendent and the Association and made available through the Association to facilitate immediate operation of the Grievance Procedure. The cost of preparing such forms shall be shared by the Board and the Association.
- g. All documents, communications, and records dealing with the processing of a Grievance shall be filed separately from the personnel files of the participants.
- h. The Association and/or Board or the Superintendent may call upon other professional services for consultation and assistance at any stage of the proceedings.
- i. The procedure hereby established shall be the sole remedy for Grievances under this Agreement.

**Section 11.04. - Time Limit.**

- a. As it is important to good relationships that Grievances be processed as rapidly as possible, every effort will be made to expedite the process. The time limits specified in Section 11.05 of this Article may be adjusted by written agreement of the Grievant and the Board, or their respective representatives.
- b. If a Teacher does not file a Grievance in writing with the Superintendent at Level Two within thirty (30) days after he or she knew, or should have known, of the act or conditions on which the Grievance is based, then the Grievance shall be considered to have been waived unless the act or condition continues to exist.
- c. Failure by the Grievant at any level to appeal a Grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level, unless a written agreement to extend the time limit has been established prior to the date of expiration of the specified time limit.
- d. If a decision is not rendered on any level within the specified time limits (unless such time limits are changed by mutual written agreement) the Grievant shall automatically bypass that level.
- e. In the event a Grievance is being processed at the time school closes in June, the time limits may be adjusted by written agreement of the Grievant and the Board or their respective representatives.

### **Section 11.05. - Procedures.**

#### **a. Level One - School Principal (Informal)**

(1) If a Teacher believes that he or she has a Grievance, he or she may discuss the matter with his or her principal (or any appropriate administrator designated by the Board) in an effort to resolve the problem informally. If a Teacher is not satisfied with the principal's or the administrator's initial disposition of the matter, he or she shall have the opportunity to have the Association assist in further efforts to resolve the problem informally with the principal or the other designated administrator, as the case may be.

(2) The principal's (or other administrator's) resolution of a Grievance is subject to rescission by the Superintendent if such resolution violates or is inconsistent with Board policy, administrative regulation or established procedures applicable either system-wide or on the same educational level throughout the system. If the Superintendent rescinds a principal's (or an administrator's) Grievance resolution, the time limits for processing the Grievance to Level Two shall run from the date of such rescission. The resolution of a Grievance at Level One will not be used by either party or any teacher as precedent or evidence in any other case.

#### **b. Level Two - Superintendent**

(1) If the Grievant is not satisfied with the disposition of the Grievance at Level One, or if the Grievant elects to by-pass Level One, he or she shall, within the thirty (30) day period described in Section 11.04 b. hereof, reduce the Grievance to writing as described by Section 11.03 a. hereof and file it with the Superintendent, with a copy to the Association.

(2) The Superintendent shall, within ten (10) days after receipt of the Grievance, meet with the Grievant, appropriate representatives of the Association, and, if invited by the Superintendent, the Director of Personnel and/or the appropriate principal or other administrator for the purpose of trying to resolve the said Grievance. The Superintendent shall, within fifteen (15) days after the meeting, render his or her decision and the reasons therefor in writing to the Grievant, with a copy to the Association.

#### **c. Level Three - Superintendent and Board**

If the Grievant is not satisfied with the Superintendent's response to the Grievance at Level Two, and the Grievant wants to proceed further, the Grievant shall, within eighteen (18) days after the date of the Superintendent's Level Two response, request a meeting at Level Three, which shall consist of the Superintendent sitting with the Board or the Superintendent sitting with a designated committee of Board members. Such meeting shall be held within ten (10) days after the Superintendent's receipt of the Grievant's request. At such meeting, the Grievant, who may be represented by the Association, shall be given an opportunity to present his or her position in support of the Grievance. The Board or designated committee thereof shall, within ten (10) days after such meeting, render its decision in writing and send it to the Grievant and 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, and the Grievant wants to proceed further, he or she shall request that the Association submit the grievance to arbitration. The Association shall have fifteen days after receipt of the Board's response to submit the grievance to arbitration by so notifying the Superintendent in writing and mailing a request for arbitration, by certified mail, return receipt requested, to the American Arbitration Association in Hartford.

(2) The Arbitrator shall be selected in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall also govern the arbitration proceeding.

(3) The Arbitrator shall hold such hearings as shall be required. The Arbitrator shall be without power or authority to alter, amend, delete or disregard provisions of this Agreement, and shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the provisions of this Agreement.

(4) The Arbitrator shall render an award in writing setting forth findings of fact, reasoning, and conclusions on the issues submitted. The decision of the Arbitrator shall be final and binding provided nothing herein shall prevent either the Board or the Association from attempting to modify, vacate, or enforce such decision in court.

(5) The costs for the services of the Arbitrator shall be borne equally by the Board and the Association.

**Section 11.06. - Association Grievance.** The Association may file a formal Grievance in its own name on behalf of itself or a number of Teachers identically affected with copies of the Grievance to each principal concerned. Such Grievance shall be filed with the Superintendent at Level Two, in accordance with the time limits and format set forth in Sections 11.04 b. and 11.03 a. respectively, and in such cases the Association shall be accorded the status of a "Grievant".

**Section 11.07. - Rights of Teachers to Representation.** The Grievant may be represented at Levels Two and Three of the formal Grievance procedure by a person of his or her own choosing, except that he or she shall not be represented by a representative or by an officer of any local teacher organization other than the Association. When a Grievant is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure. The principal, Superintendent, or Board may request the presence of the Association as an observer at any level of this Grievance procedure.

## **ARTICLE XII - IN-SERVICE TRAINING**

**Section 12.01.** An in-service training course is a course arranged by the Board to assist the Teachers in implementing, invigorating, or improving the instructional program.

**Section 12.02.** The Association will be consulted in the planning of any in-service course required of Teachers which is held outside of regular school hours. The Superintendent may mandate in-service courses for designated teachers. Individual Teachers may present to the Superintendent for his or her consideration reasons which they feel are valid for their request for exemption from taking the in-service course. Additional teachers may audit courses provided space is available.

### **ARTICLE XIII - PROMOTIONS AND ASSIGNMENTS**

**Section 13.01.** For all bargaining unit openings, for bargaining unit positions paying a salary differential and for specialists and/or special project teachers, an announcement, including qualifications therefor, shall be posted in each school, posted on the District website, and made available to subscribing teachers as soon as possible after such openings occur.

**Section 13.02.** All Teachers shall be given adequate opportunity to make an application for such positions. Those who make an application must be granted an interview. When qualifications of the applicants are equal in the judgment of the Superintendent, preference shall be given to candidates currently employed by the Board. If the candidate so desires, an opportunity shall be given to discuss the disposition of his or her application. Assignments, promotions and transfers shall be made without discrimination on any basis that is violative of federal and/or state law. In order to prevent multiplicity of claims, any teacher who files a discrimination complaint with either the Connecticut Commission on Human Rights and Opportunities, the Federal Equal Employment Opportunity Commission and/or a state or federal court will, by that act, waive access to the Grievance and Arbitration Procedure set forth in Article XI hereof.

**Section 13.03.** All interim promotions (except those necessitated by death, illness, resignation, or other emergencies), or promotions to new positions created to fill short-term needs, shall be handled in accordance with procedures stated in the preceding sections.

### **ARTICLE XIV - EMPLOYMENT OF SUBSTITUTE TEACHERS**

**Section 14.01.** The Board will make reasonable effort to secure substitute Teachers whenever a Teacher must be absent for half-day or longer. It is agreed that the funds allocated by the Board shall be utilized over the school year by the Board at its discretion to effect the most advantageous coverage possible with consideration being given to maintaining preparation time for elementary classroom Teachers.

Substitutes will normally be persons competent in the area(s) for which the regular Teacher is responsible. To provide for situations when persons with the appropriate competencies are unobtainable, arrangements will be made in advance to enable other substitutes to supervise the classes.

A bona fide, reasonable effort shall be made by the Administration to secure a substitute teacher or a volunteer Teacher before a Teacher is asked to relinquish his or her planning period.

**Section 14.02.** The responsibility of the Teacher when a substitute is required is to notify the person designated by the Administration to obtain substitutes for that school and to have appropriate lesson plans available for the substitute to use.

**Section 14.03.** The Board and the Association agree that they will work cooperatively to keep Teacher absences to a minimum, so that substitutes may be utilized to their fullest in accordance with the intent of this Article.

The Board shall furnish the Association with monthly reports showing the amount spent from the substitute account. If it appears that the substitute account will be expended prior to the end of the school year, the parties shall meet to discuss how the substitute account is to remain solvent.

**Section 14.04.** If, at the High School or the Middle Schools, a substitute Teacher is not available and the administration requests a Teacher to give up the Teacher's preparation time or lunch to substitute for a colleague, a stipend of one-fifth of the daily substitute rate per class period covered will be paid to that Teacher.

## **ARTICLE XV - PROTECTION OF TEACHERS**

### **Section 15.01.**

- a. While the Board recognizes that it is obligated to investigate any and all complaints from parents and/or taxpayers, whether serious or frivolous, in regard to the professional conduct of Teachers, the Board also recognizes its obligation to protect Teachers from undue harassment, embarrassment, or public exposure.
- b. Should a complaint be brought to the attention of the Superintendent or a principal concerning the classroom or professional conduct of a Teacher, the Superintendent or principal shall make a preliminary determination as to the validity of the complaint. If the Superintendent or principal wishes to pursue the complaint, the Superintendent or principal shall notify the Teacher promptly of the complaint. Thereafter, the Superintendent or principal shall grant the Teacher a conference upon request. A conference between the complainant, the Teacher in question and the Superintendent and principal shall be scheduled if requested by any such party. If the complaint is in writing, a copy of the complaint shall be furnished promptly to the Teacher. At any conference held by the Superintendent or the principal to discuss the complaint with the Teacher, the Teacher may be accompanied by a representative of the Association if he or she so chooses.

### **Section 15.02.**

- a. It is recognized that the responsibility for immediate discipline in the classroom is rightfully that of the Teacher.
- b. The Board recognizes its responsibility to give support and to assist Teachers with respect to the maintenance of control and discipline in the classroom within the limitation of law and common sense. The Board further recognizes that the Teacher may not fairly be expected to assume the full responsibility for students who are willfully and repeatedly disruptive.

**Section 15.03.** The Board agrees that no tape recordings, film, or tape shall be made of the classroom activities of any Teacher without the approval of the Teacher.

## **ARTICLE XVI - TEACHER RESPONSIBILITY**

### **Section 16.01.**

- a. All teachers shall have a duty-free lunch period.
- b. Elementary school teachers shall eat their lunches during the period allocated to their pupils as lunch and recess period, and shall be permitted to use the balance of such period as preparation time. In addition, elementary classroom teachers will be permitted to utilize the time when their students are attending art, music, physical education, and library classes as preparation time, except when the regular specialist or a suitable substitute is not present, or in other similar circumstances.
- c. If the Board votes to change the length of the duty-free lunch period for Teachers in any school or the lunch/recess period for pupils in the elementary schools, the Association, on behalf of the Teachers affected, or the Board, shall have the right to bargain with respect to whether the impact of such a change on the Teachers affected requires (or permits) the Board to increase or decrease their pay for the period in which the change is effective, and if so, the amount by which the Board must (may) change their pay. Such bargaining shall be conducted in accordance with the procedures set forth in §10-153f(e) of the Connecticut General Statutes.
- d. The respective lengths of the duty free lunch periods for Teachers in each school and the lunch/recess period for elementary pupils in 1988-89 will be the bench marks for operation of this provision. This provision will not apply to an increase in the length of the Teachers' lunch period or in the elementary school pupils' lunch/recess period over the length of such lunch and/or lunch/recess periods in 1988-89, respectively, but will apply to any increase in the length of such periods from a duration other than the 1988-89 bench marks and to any reduction in the length of such periods.

**Section 16.02.** All Teachers will be expected to be on duty before the opening of school and after the closing of school long enough to plan and fulfill their professional responsibilities. Teachers will be present and on duty each school day for at least 30 minutes in addition to the length of the student day. The student day is defined by the official school schedule for students. Teachers are expected to be available for student help; parent conferences; faculty meetings; general staff department, or group meetings; committee work; and other activities of a professional nature after regular school dismissal. Teachers are also expected to participate in professional activities (not to include supervisory duties) for an additional hour once each week as designated by the principal after consultation with the faculty.

**Section 16.03.** No Teacher shall be expected to assume responsibility for another Teacher's class which is normally located in a different classroom from that in which a Teacher is teaching.

**Section 16.04.** A Teacher shall not ordinarily be assigned extra classes in excess of his or her regular teaching load.

**Section 16.05.** Teachers shall not be required to transport pupils at any time.

## **ARTICLE XVII - CLASS SIZE**

**Section 17.01.** It is agreed that the following norms and standards shall apply in the processes of grouping, scheduling, and recruitment. Class sizes shall show general adherence to these standards, with allowance made for normal enrollment growth during the forthcoming school year.

**Section 17.02.** It is agreed that a class size of twenty-five (25) is the desired maximum in regular elementary and secondary classrooms.

- a. Reasonable effort shall be made to establish the sizes of kindergarten and grade one (1) classes at twenty (20).
- b. Classes in Physical Education shall be limited in size to a number which is compatible with accepted principles of safety and good instruction.
- c. No science laboratory, technical education, life education or family consumer science class shall be scheduled with more students than there are permanent laboratory stations or than is consistent with safety standards or effective utilization of equipment. Reasonable effort will be made to keep other laboratory class sizes commensurate with safety standards and effective utilization of equipment.
- d. Classes in Special Education shall not contain more pupils than designated by standards developed and promulgated by the State Department of Education.
- e. In evaluation of a Teacher's performance, consideration shall be given to the number of students assigned to him or her, in individual classes and in total.

## **ARTICLE XVIII - TEACHER AIDES AND CLERICAL SERVICES**

**Section 18.01.** The Board and the Association agree that a Teacher's primary responsibility is to teach and that his or her energy should be utilized to this end. The Board and the Association recognize that Teacher aides and part-time clerical employees under the supervision of Teachers are useful in order to implement this principle. Therefore, in order that more of the Teachers' time may be devoted to instructional activities and preparation, the Board shall aim to employ aides and clerical employees sufficient in number to assist teachers with preference being given to elementary schools. However, it is understood and agreed that the presence of an aide or other uncertified person, including student teachers, does not relieve a teacher from responsibility for the pupils.

## **ARTICLE XIX - DEPARTMENT CHAIRPERSONS, DEPARTMENT COORDINATORS AND SENIOR TEACHERS AND DEANS**

### **Section 19.01. - Teaching Responsibilities.**

- a. Department Chairpersons will be assigned no more than three (3) regular classes and will not be required to accept homeroom or monitorial assignments.
- b. Department Coordinators will not be required to accept monitorial assignments. There will be no reduction in class assignments for Department Coordinators.

- c. Deans shall be required to teach no more than three regular classes. These classes shall be within their respective department or, if of an interdisciplinary nature, shall involve their departments.
- d. Department Chairpersons, Department Coordinators, Senior Teacher and Dean positions will be posted annually.

**Section 19.02 - Recruitment.** Department Chairpersons, Department Coordinators and Senior Teachers shall be consulted prior to the hiring of all new personnel within their respective departments, and they shall participate in the interviews of candidates, wherever practicable.

**Section 19.03. - Consultation.** When possible, the Principal shall consult with the Department Chairperson, Department Coordinators or Senior Teacher when specific items are to be deleted from the approved allocation for the current year.

## **ARTICLE XX - LEAVES**

All parties fully realize that, on any day that a regular Teacher is not in his or her classroom, it can be assumed that the education of students will suffer to some degree.

### **Section 20.01. - Sick Leave.**

- a. Each Teacher shall be granted 15 sick leave days per school year, and shall be permitted to accumulate unused sick leave days from year to year up to a maximum total equal to the number of days in the Teacher's work year. Each Teacher annually shall be given a report of the number of unused sick leave days he or she has accumulated. The annual sick leave allotment of fifteen (15) days shall be credited to each teacher who reports for work at the beginning of the Teacher work year. If a Teacher is hired or returns to work from an unpaid leave that exceeds twelve (12) weeks after the work year has begun, that Teacher's allotment of sick leave days shall be credited at the rate of one and one-half (1.5) days for each month remaining in the work year. Credit for the month will be given if reinstatement occurs before the 15th of the month.
- b. Each Teacher may use up to five (5) annual sick days to care for an ill family member. "Family member" is defined as one for whom the Teacher is the primary care giver and who is the Teacher's parent, step-parent, spouse, or child or who is domiciled with the Teacher.
- c. In any case where the Teacher is absent or anticipates a period of absence for more than five (5) consecutive working days, the Teacher must do the following:
  - (1) As soon as practicable after the Teacher becomes aware that a current or anticipated period of absence will last for more than five (5) consecutive working days, the Teacher shall so notify the Director of Personnel and, if requested by the Director of Personnel, shall confirm such notification in writing stating the nature and anticipated duration of the absence; and if the absence is caused by the Teacher's medical disability and lasts or is anticipated to last for more than fifteen (15) working days, the Teacher must submit a doctor's certificate, at the Teacher's expense in support of such notification, unless excused by the Director of Personnel.



- (2) The Teacher must maintain regular periodic contact with the Director of Personnel during the period of absence, as required by the Director, for purposes of monitoring the duration of the period of absence.
  - (3) As soon as practicable after the Teacher becomes aware of the date on which the period of absence or disability will end, the Teacher must so notify the Director of Personnel; and if the absence is or was caused by the Teacher's medical disability, and lasted for more than fifteen (15) consecutive working days, the Teacher must submit a written doctor's certificate, at the Teacher's expense, certifying the date on which the Teacher's disability ended, or will end, and the earliest date on which the Teacher is medically able to return to work, unless submission of such a certificate is excused by the Director of Personnel. If an earlier doctor's certificate specifies such date of return and is satisfactory to the Director of Personnel, this subsequent certificate will not be necessary unless the Teacher fails to return on the date indicated by the Doctor on the earlier certificate or an intervening event provides the Director of Personnel with reasonable grounds for requiring this subsequent certificate.
  - (4) Nothing herein shall be construed to absolve the Teacher from following the procedures for reporting absences established in the school or department to which he or she is assigned, respectively, provided that with respect to absences of more than five (5) days' actual or anticipated duration, the Teacher shall be absolved of contacting the school or department after he or she has made initial arrangements with the Principal for coverage during the period of absence and has notified the Director of Personnel in accordance with sub-paragraph (1) hereof.
- d. Nothing herein shall be construed to prohibit the Superintendent from taking steps at any time to verify the reason for any absence including but not limited to requiring the Teacher to be examined by a doctor during the period of absence on those occasions when the Superintendent has reasonable grounds to question the reason given by the Teacher for the absence. If the Superintendent requires a Teacher to be examined by a doctor for the purpose of verifying the Teacher's claim for a sick leave day, the Board shall pay the doctor's charges for obtaining such verification. In such cases, the Teacher must utilize a doctor whose name appears on a list provided by the Superintendent. In cases where the Teacher is too sick to leave home to visit the doctor, the Superintendent shall have the right to have the doctor examine the Teacher at home.

**Section 20.02. - Individual Commitment Leave.**

- a. Each Teacher who has a compelling individual commitment which cannot be rescheduled for non-work time, such as a required court appearance, a serious illness of a member of the Teacher's immediate family who is in the Teacher's custodial care, or a religious observance which requires that no work be performed on the date of observance, and therefore requires his or her absence from work for all or part of a work day, will not lose regular pay for such day, provided (a) that no Teacher will be accorded use of more than two (2) days during a work year; (b) in order to be accorded use of such day(s), the Teacher must submit a written request for such a day or days to the Director of Personnel in advance (except in an emergency), setting forth the reason for the request; one day may be used for reasons identified only as "personal" but must conform to reasons delineated in this Section

and may not be for days before or after a holiday or school recess. In an emergency (such as the sudden illness of the Teacher's child) the Teacher must submit such request in writing as soon as practicable. In any case, the Teacher must receive the written approval of the Director of Personnel for use of such day, and the Director shall not unreasonably withhold such approval. Nothing herein shall be construed to absolve the Teacher from following the procedures for reporting absences established in the school or department to which he or she is assigned, respectively. This leave provision is intended to provide Teachers with continuity of pay for a limited period in the event situations of legitimate hardship arise which require their absence from work and is not intended to provide them with additional holidays or vacation time or to handle social obligations.

- b. Each Teacher who is absent because of a death in his or her immediate family (hereby defined to include the Teacher's parent, step-parent, grandparent, brother or sister, spouse or child, mother-in-law or father-in-law) will not lose his or her regular pay during such absence for up to five (5) consecutive working days during the period in which the funeral falls. Each Teacher who is required to be absent from work to attend the funeral of his or her close personal friend will not lose regular pay for such day, but no Teacher shall use more than one (1) such day in any fiscal year. In either case, the Teacher must submit a written notification of the death and anticipated period of absence to the Director of Personnel as soon as practicable.
- c. Additional leave days with or without loss of pay may be granted at the discretion of the Superintendent.
- d. Nothing herein shall relieve any Teacher of the responsibility of notifying the school on the occasion of any absence at a time early enough for the school to contact a substitute.

**Section 20.03. - Association Leaves.**

- a. If negotiation meetings between the Board and the Association are scheduled (upon the concurrence of the Superintendent) during normal working hours of a school day, not more than four representatives of the Association shall be relieved from all regular duties without loss of pay, as necessary, in order to permit their attendance at such meetings.
- b. When it is necessary (pursuant to the Grievance Procedure in Article XI of this Agreement) for a School Representative, or a member of the appropriate Association committee (or other representative designated by the Association) to investigate a Grievance or attend a Grievance meeting or hearing during a school day, he or she shall (upon the approval of the Superintendent) be released without loss of pay, as necessary, in order to permit participation in the foregoing activities; but this privilege shall be limited to one Association representative per Grievance per day. Any Teacher whose appearance is necessary as a witness in such investigations, meetings, or hearings shall be accorded the same right. These leaves shall be applicable to the extent that they are not detrimental to the instructional program.
- c. Released time or schedule easement may be provided at the Superintendent's discretion for the Association President.

**Section 20.04. - Conference Leaves.** When it is evident that convention or conference (other than regularly scheduled convention days) attendance, or the observation of an activity in another school building or school system will contribute to the effectiveness of the instructional program, the Superintendent shall encourage and may grant convention or conference leaves, or permission to observe an activity in another school building or school system, to Teachers without loss of pay. Such leaves shall not be deducted from the Teacher's accumulated leave.

**Section 20.05. - Jury Duty Leave.** Any Teacher who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. The Teacher shall receive a rate of pay equal to the difference between the professional salary and the jury fee. Despite the worthy purpose of jury duty, it is also recognized that the Board and Superintendent have the responsibility of preserving quality education through Teacher presence and they will make the necessary appeals to appropriate authority for Teacher excusal when necessary. In the event a Teacher is released from jury duty prior to 1:00 p.m., such Teacher shall immediately contact his/her building administrator or supervisor and will report to his/her duty assignment if requested.

**Section 20.06. - Child Care Leave.** A child care leave shall be granted to a tenured Teacher with a new child subject to the following conditions:

- a. The request to take such leave shall be in writing;
- b. The request shall be filed with the Director of Personnel;
- c. The request shall be filed as soon as practicable prior to the anticipated commencement of the leave;
- d. The leave shall not extend beyond the end of the normal work year in which the child arrives, but, if requested by the Teacher, the Superintendent may, at the Superintendent's discretion, extend the leave for all or part of the succeeding year;
- e. The leave shall be without pay; benefit continuation shall be pursuant to any applicable federal or state law.
- f. Upon returning from such leave, the tenured Teacher will be assigned to the position occupied as of his or her last day worked or to another position for which he or she is qualified in the judgment of the Board; and
- g. Notwithstanding any other provision of this Agreement, a Teacher granted such a leave of absence shall not be exempt from the operation of the layoff and recall procedures.

**Section 20.07. - Mini-Sabbatical Leave.**

- a. Tenured Teachers may request mini-sabbatical leaves as provided for herein.
- b. The purpose of such a leave is to complete special projects or do independent work which benefit the school district and its students. Such leaves may include, but are not limited to research and/or the production of materials which assist the Teacher in the performance of his/her duties.

- c. Requests shall be in writing and shall be submitted to the Superintendent of Schools. Such request must be received by the Superintendent no later than January 1 of the year preceding the school year in which the leave is requested. It is understood that the deadline of January 1 may be waived at the discretion of the Superintendent.
- d. The Superintendent shall refer all requests to the Professional Development Committee for its evaluation and recommendation which shall be submitted to the Superintendent of Schools. The Superintendent shall review the request and submit his recommendation to the Board of Education. Board approval is required before a teacher may undertake such a leave.
- e. The written request will outline the proposed program and will indicate how such program is tied into the district's needs and is beneficial to the district's students. Further, the request will set out a staff development component.
- f. The mini-sabbatical leave shall be for up to a maximum of twenty (20) days, of which no more than ten (10) shall be school days. The Board will provide up to \$15,000 annually for mini-sabbatical leave.
- g. Teachers will be eligible for a mini-sabbatical leave after at least seven (7) full years of active service in this school system. A second mini-sabbatical leave may be granted after another seven (7) years of service.
- h. A Teacher will be able to accrue Continuing Education Units (CEU's) or CEU equivalents for all or part of his or her sabbatical program with the prior approval of the Professional Development Committee. Such approval will not be unreasonably denied.
- i. Materials generated during such a leave will become the property of the Board.
- j. Teachers on mini-sabbatical leave shall be paid their regular pay for scheduled school days and work days and fifty percent (50%) of the per diem rate for any other days.

**Section 20.08 - Other Leaves.** The absence of any enumeration of other types of leaves shall not preclude consideration by the Superintendent or designee of requests for such leaves by tenured Teachers.

## **ARTICLE XXI - SALARIES AND PAY PRACTICES**

### **Section 21.01. Salaries - Teachers' Schedules.**

- a. (1) Teacher salary schedules are set forth in Appendices A-1 through A-3.
- (2) (i) If the Board votes to change the number of regular work days in a regular work year, the Association, on behalf of the Teachers affected, or the Board shall have the right to bargain with respect to whether the impact of such a change on the Teachers affected requires (or permits) the Board to increase or decrease their pay for the period in which the change is effective, and if so, the amount by which the Board must (may) change their pay. Such bargaining shall be conducted in accordance with the procedures set forth in §10-153f(e) of the Connecticut General Statutes.

- (2) (ii) This provision will not apply to a reduction in the regular work year for Teachers below 181 regular work days.
- (3) (i) If the Board votes to change the length of the regular school day, the Association, on behalf of the Teachers affected, or the Board shall have the right to bargain with respect to whether the impact of such a change on the Teachers affected requires (or permits) the Board to increase or decrease their pay for the period in which the change is effective, and if so, the amount by which the Board must (may) change their pay. Such bargaining shall be conducted in accordance with the procedures set forth in §10-153f(e) of the Connecticut General Statutes.
- (3) (ii) This provision shall not apply to days on which pupils are released from school earlier than the normal time. This provision will apply to all reductions and to all increases in the length of the regular school day over what it was in 2006-2007.
- (4) Work Year. The work year for teachers is 187 days of which 182 are school days. Non-instructional days are scheduled by the Board contiguous to or within the school year. Of the non-instructional days, one shall be designated as a preparation day for each Teacher in his/her school before the school year begins, at least two shall be designated for staff development as determined by the district and school administration and staff and one shall be designated for use as determined exclusively by each school building administration and staff.
- (5) Per Diem Rate. The per diem rate shall be calculated by dividing the Teacher's annual salary by the number of days in the Teacher work year.
- b. Every Teacher shall be placed on a step on the Teacher's Salary Schedule. A Teacher shall be credited with all bona fide college and university graduate level credits beyond his or her bachelor's degree in accordance with paragraph c. below in determining his or her position on the schedule. Credits held beyond the amount in the column designation are banked until the Teacher earns the requisite degree or number of credits for advancement to the next column.
- c. For advancement horizontally on the salary schedule, credits and degrees shall be in the subject matter of a Teacher's field or in an associated area earned in college or university level courses, offered by an accredited college or university as part of a planned program of study, and approved by the Superintendent. If advance approval is sought and the Superintendent or his or her designee should not respond within three (3) weeks, it shall be assumed that the courses are approved. The foregoing limitations may be waived for good cause in the discretion of the Superintendent or his/her designee. Graduate credits not officially banked with the Superintendent which are offered in addition to the most advanced degree or diploma and are to qualify for higher salary levels, shall have been taken within the most recent ten (10) year period, unless the Superintendent determines, in a particular case, that educational considerations make it desirable to accept the credits earned at an earlier time.

Teachers who submit credits for salary advancement by September 30th shall advance on the salary schedule retroactive to the start of the work year.

The Superintendent may, if he or she determines that other additional training may increase a Teacher's capability in his or her field, approve additional credit for salary advancement.

A Teacher's initial placement on the salary schedule shall not be negotiable after 72 hours from contract signing.

- d. Teachers who do not hold a Master's degree shall not advance beyond column four MA until they earn the degree. Teachers in service whose column designation is beyond MA shall not move horizontally until they earn the MA degree.
- e. Previous teaching experience of an applicant (whether public, private, parochial, or military dependents' school) and previous non-teaching work experience that is relevant to the teaching position for which the applicant is being hired shall be credited as determined by the Superintendent or designee according to Board policy.

**Section 21.02. - Differential Salary Schedule.**

- a. The salary schedules for differential annual salary payments attached hereto as Appendix C are hereby made a part of this Agreement and shall remain in full force and effect for the period indicated on the schedule.
- b. All coaches shall be put on their proper step on Appendix B attached hereto according to their experience in sport and position. Coaches entering the system shall be given salary recognition for prior high school varsity or college coaching experience.

**Section 21.03. - Miscellaneous.**

- a. **Longevity.** After fifteen (15) years of teaching in Ridgefield or after five (5) years at maximum, whichever comes earlier, a Teacher will receive an additional \$300 annual payment. After twenty (20) years of teaching in Ridgefield or after ten (10) years at maximum, whichever comes earlier, a Teacher will receive an additional \$600 annual payment. After twenty-five (25) years of teaching in Ridgefield or after fifteen (15) years at maximum, whichever comes earlier, a Teacher will receive an additional \$1,000 annual payment. Years of teaching shall be determined as of July 1st of each year. A Teacher shall receive longevity payments according to the plan for which he or she first qualifies and shall not qualify for more than one longevity plan. For purposes of placing a teacher on the appropriate step in situations of column advancement, the Teacher will be credited with each year in which he or she occupied the maximum step on each proceeding column.

- b. After each year of satisfactory service, a Teacher will advance one step on the salary scale providing his or her service has been satisfactory as determined by the Superintendent through the latest evaluation procedure approved by the Board. The annual salary increase for any Teacher at the maximum step of the salary scale whose service in the prior year has not been satisfactory and who has failed to successfully complete an Intensive Assistance Plan, or its equivalent in the evaluation process, shall be withheld. The withholding of such increments or annual salary increases by the Superintendent shall be subject to the Grievance and Arbitration Procedure detailed in Article XI.
- c. The mileage allowance will conform to the I.R.S. standard.
- d. Teachers who complete Mentor Teacher training by the State and who serve as Mentor Teachers shall be paid an annual stipend of \$500 per Teacher mentored in that school year. Mentor Teachers may request up to two days of substitute coverage for each Teacher mentored in that school year. Such request is subject to administrative approval and availability of substitute teachers and/or coverage.
- e. A Teacher who obtains national certification from the National Board of Professional Teaching Standards shall be paid a stipend of \$1,000 in each of the three school years following the year in which the certification was obtained, provided the Teacher serves as a Mentor Teacher in each of the three years. The Stipend for being a Mentor is included in the \$1,000 total. No more than 5 teachers are eligible for this stipend in the same school year.
- f. **Teacher-In-Charge.** The Teacher who is assigned annually to be in charge in an elementary school shall act in the place of the principal when the principal is temporarily absent during, before or after the normal work day. The Teacher-In-Charge shall be paid an annual stipend of \$1,800. The availability of this assignment shall be posted annually in the elementary school. Teacher-In-Charge assignments are available only in those elementary schools that have a single building administrator.

**Section 21.04. - Compensation for Work-Related Injury.** Compensation for any Teacher injured as a result of an assault while performing duties within the scope of his or her employment as a Teacher shall be paid pursuant to Section 10-236a of the Connecticut General Statutes and the Workers' Compensation Laws of the State of Connecticut. Any other work-related injury or illness shall be compensated in accordance with the Workers' Compensation Laws. Any Teacher who receives Workers' Compensation payments shall receive the difference between net base salary at the time of disablement and the Workers' Compensation payment. Said difference shall be paid for the period of Temporary Total Disability up to a maximum of ninety (90) work days. Thereafter, at the Teacher's option, said difference may be continued as long as the Teacher is receiving Temporary Total Disability benefits provided the Teacher has accumulated sick leave which shall be charged on a pro rata basis at the rate of one-third (1/3) day for each day of payment.

## **ARTICLE XXII - RETIREMENT**

**Section 22.01.** Monies for retirement purposes shall be withheld from payments to employees only in accordance with the State Teacher's Retirement Laws.

## **ARTICLE XXIII - GROUP INSURANCE**

**Section 23.01. - Health Benefits.** The Board shall provide group health insurance benefits (the "Health Benefits Plan"), including medical and dental benefits, as outlined in Appendix D for each eligible Teacher assigned to a work schedule of at least half time and his/her eligible dependents (each of whom is hereinafter referred to as "participant").

**Section 23.02. - Life Insurance.** The Board will subscribe to a group life insurance and accidental death and dismemberment policy of one and one-half (1-1/2) times annual salary for each eligible Teacher, up to a maximum face value of \$100,000 at no cost to the Teacher. Part-time teachers must work at least 50% of a full-time schedule in order to be eligible for life insurance.

**Section 23.03. - Long Term Disability.** The Board will provide long term disability coverage for tenured Teachers regularly assigned to work a schedule of at least half time with at least three years service as Teachers in Ridgefield who thereafter become totally and permanently disabled, in accordance with the following:

- a. A monthly benefit payment equal to 60% of the Teacher's monthly salary (calculated by dividing by 12 the Teacher's annual salary from the Salary schedule in effect on his or her last day worked), up to a maximum benefit payment of \$4,500 per month.
- b. The monthly benefit payment described in subsection 23.03 a. above will be reduced by any benefits provided under the Connecticut State Teacher's Retirement System, Social Security, Workers' Compensation and any other offset normally found in such policies.
- c. Benefit payments will begin in the first full calendar month commencing after the exhaustion of the Teacher's sick leave benefits, or after the expiration of six (6) months following the last day worked, whichever later occurs, and will continue so long as the Teacher remains totally and permanently disabled but in no event beyond the date on which the Teacher (a) dies, (b) first becomes eligible for retirement benefits (other than disability benefits) under the Connecticut State Teacher's Retirement Fund, or (c) reaches age sixty-five (65), whichever sooner occurs.

**Section 23.04.** Commencement of Coverage and Eligibility. Coverage for an eligible Teacher (and/or his or her eligible dependents, where applicable) under the Hospital, Medical, Dental and Long Term Disability Plans described in this Article will begin in accordance with the terms and conditions of the insurance plan involved and after the Teacher has submitted completed enrollment and payroll deduction forms supplied by the Board.

- a. All Teachers under contract to work a schedule of at least half-time for the Board are eligible to participate in the insurance plans provided in this Article.
- b. *The sole option* insurance plan shall be a custom managed HDHP Plan with upfront deductibles of \$2,500/\$5,000 with a \$1,250 (individual)/\$2,500 (two-party/family) employer contribution. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts on or around September 1. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in



which the deductible shall be funded for actively employed teachers. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment. After the deductible is satisfied, there shall be prescription coverage copayments of \$5/\$25/\$40 to a maximum additional out-of-pocket cost of \$1,000/\$2,000.

- c. All Teachers shall contribute, by payroll deduction, the following percentages of premium or other costs as specified:
  - (1) High Deductible Health Plan HSA: 20% of the applicable premium by payroll deduction for the 2019-20 school year; 21% for the 2020-21 school year; and 22% for the 2021-22 school year.
  - (2) Dental Plan: 21% of the applicable premium by payroll deduction for the 2019-20 school year; 22% for the 2020-21 school year; and 23% for the 2021-22 school year.
  - (3) Eligible Teachers hired on or after July 1, 2004 for positions that total at least 0.5 F.T.E. and less than 1.0 F.T.E. who enroll in medical and dental plans shall pay a percentage of the plan cost or other costs calculated as follows: the greater of (i) 100% minus the Teacher's F.T.E. percentage rounded to the nearest 10% or (ii) the percentage or other costs paid by full-time Teachers.
- d. The Board shall maintain a Section 125, General Purpose Medical FSA, a Limited Purpose Medical FSA and a Dependent Care FSA. The purpose of these Section 125 plans is to enable eligible Teachers to divert a portion of their gross salaries, prior to reduction for federal income or social security taxes for "Medical Care" Expenses and "Dependent Care" Expenses. Both the General Purpose Medical FSA and Limited Purpose Medical FSA have a minimum of \$100 to a maximum of \$2,550 per plan year. The General Purpose Medical FSA is only available to those members that are NOT enrolled in a HDHP/HSA plan and the qualified expenses are for "Medical Care" expenses as defined by the IRS Section 213 (d) code. The Limited Purpose Medical FSA is for members enrolled in the HDHP/HSA. The eligible expenses with the Limited Purpose Medical FSA is limited first to the following expenses, services or treatments for dental care, vision care, or preventive care per the Summary Plan Document. Once the participant meets the minimum disbursement from the HSA for the minimum amount of the deductible to qualify as an HSA eligible HDHP, THEN the Limited Purpose Medical FSA may be used for the same expenses as the General Purpose Medical FSA. The Dependent Care FSA has a minimum of \$500 to a maximum of \$5,000 per Plan Year for Dependents. The Dependent care contributions go into an account from which, during the course of the Plan Year, the member can be reimbursed for their covered dependent care expenses per the guidelines of the plan document. The Board makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Association nor any Teacher covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or

other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom. This waiver on the part of the Association shall not extend to acts which may be committed by the Board or its agent(s) other than acts in furtherance of the I.R.C. Section 125 plan.

- e. Disputes as to eligibility for coverage and the amounts of benefits payable pursuant to any individual claim are between the individual and the carrier and/or Plan Administrator and shall not be subject to the Grievance and Arbitration Procedure except in the following cases:
- (1) the issue of whether a Teacher meets the requirement that he or she is regularly assigned to work at least a half-time schedule;
  - (2) the issue of whether the Board provided the coverage specified in this Article;
  - (3) with respect to coverage provided by the Board as a self-insurer and where the Plan Administrator is a Board Employee, claims filed with the Board which cannot be resolved to the claimant's satisfaction by the Plan Administrator.

**Section 23.05. - Change of Carrier.** The Board reserves the right to change plan administrators or insurance carriers or to self-insure or fully insure, provided that the new coverage is substantially equal to the previous coverage, benefits and quality of service and includes at least 85% of the hospitals and physicians (by visits) that were in the preferred provider network of hospitals and physicians which existed immediately before the change of insurance carrier. The Association shall receive no less than thirty (30) days notification prior to any change of carriers.

**Section 23.06.** This Agreement shall be in full force and effect from July 1, 2019 through and including June 30, 2022, subject to reopener negotiations to commence any time on or after March 1, 2017 over the provisions of Article 12 and Appendix A and in accordance with statute upon the written request of the Board if the cost of insurance plans offered herein are expected to result in the triggering of an excise tax under Internal Revenue Code Section 4980I and/or if there is any material amendment to the applicable provision of the Affordable Care Act. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.

The Parties agree that any negotiations pursuant to the reopener above shall include an investigation into the feasibility of obtaining group hospitalization, medical, pharmacy and surgical insurance coverage through the Connecticut State Employees' Health Care Plan (state employee plan) under Public Action No.15-93. The parties agree to promptly provide the State Comptroller's office and Health Care Cost Containment Committee with all information they may require to determine if the NEA-Ridgefield bargaining unit may join the state employee plan as a stand-alone group.

## **ARTICLE XXIV - LAYOFF AND RECALL**

### **Section 24.01. - Layoff.**

- a. If the Board determines that it is necessary to reduce staff in any department or special area spanning grades seven through twelve, non-tenured Teachers and Teachers holding durational area shortage permits in the department or special area where the reduction will occur shall be terminated before tenured Teachers in that department or special area. The decision as to which non-tenured Teachers or Teachers holding durational shortage area permits shall be released in any department shall rest exclusively with the Superintendent. Teachers holding durational shortage area permits shall be released before certified non-tenured teachers.
- b. If the Board determines that it is necessary to reduce staff in K-6 classrooms, non-tenured K-6 classroom Teachers and Teachers holding durational shortage area permits shall be terminated before tenured classroom Teachers. The decision as to which non-tenured Teachers or Teachers holding durational shortage area permits shall be released shall rest exclusively with the Superintendent. Teachers holding durational shortage area permits shall be released before certified non-tenured teachers.
- c. If the Board determines that it is necessary to reduce staff in K-6 special areas, non-tenured K-6 special area Teachers and Teachers holding durational shortage area permits shall be terminated before tenured K-6 special area Teachers. The decision as to which non-tenured Teachers or Teachers holding durational shortage area permits shall be released shall rest exclusively with the Superintendent. Teachers holding durational shortage area permits shall be released before certified non-tenured teachers.
- d. If the Board determines that it is necessary to reduce the numbers of tenured Teachers in any department spanning grades seven through twelve, least senior tenured Teachers in that department shall be terminated before more senior tenured Teachers in that department, provided that those tenured Teachers remaining are, in the judgment of the Superintendent, more qualified to perform the work available after the reduction. Seniority shall be defined as the years of continuous teaching service in the Ridgefield Public Schools.
- e. If the Board determines that it is necessary to reduce the numbers of tenured K-6 classroom Teachers, least senior tenured K-6 classroom Teachers shall be terminated before more senior tenured K-6 classroom Teachers, provided that those tenured K-6 classroom Teachers remaining are, in the judgment of the Superintendent, more qualified to perform the work available after the reduction. Seniority shall be defined as above.
- f. If the Board determines that it is necessary to reduce the numbers of tenured special area Teachers K-12, least senior tenured special area Teachers K-12 shall be terminated before more senior tenured special area Teachers K-12, provided that those remaining are, in the judgment of the Superintendent, more qualified to perform the work available after the reduction. Seniority shall be defined as above.

- g. A tenured Teacher who is laid off will be given the option to replace a non-tenured Teacher or a Teacher holding a durational shortage area permit or a less senior tenured Teacher in an academic area or educational level different from that to which he or she was normally assigned prior to the layoff, provided that the Teacher first laid off is more senior and, in the judgment of the Superintendent, more qualified to perform the work in such different area or educational level than the Teacher sought to be replaced. No such replacement will take effect until the close of the school year in which the layoff is announced.
- h. In exercising the judgment required in this Article, the Superintendent shall not act arbitrarily or capriciously, but shall act to retain the more qualified Teacher in each case, irrespective of salary, giving consideration to the following factors:
  - (1) professional training;
  - (2) certification;
  - (3) experience in subject area, grade level or area of assignment;
  - (4) special skills, if any; and
  - (5) evaluations.

**Section 24.02. — Recall.** This recall procedure does not apply to any Teacher employed on a temporary basis for a definite term or series of definite terms. Such Teacher's employment contract shall clearly indicate the length of the temporary definite term(s). When a contract is otherwise terminated as a direct result of the elimination of his or her position, such teachers will be eligible for recall provided that the Teacher, within 30 days after termination, submits his or her name to the Superintendent to be placed on the recall list. A Teacher whose name appears on the recall list will be eligible for recall only until the second September 1st after the effective date of his or her termination and only in accordance with the following priorities:

- a. Tenured Teachers who served in the department, level or special area where a vacancy occurs which the Board desires to fill shall be recalled in order of seniority.
- b. Non-tenured Teachers and Teachers holding durational shortage area permits who served in the department, level or special area where a vacancy occurs which the Board desires to fill will be recalled in an order to be determined by the Superintendent. Non-tenured certified teachers will be recalled prior to teachers holding durational shortage area permits.


It is the responsibility of a Teacher on the recall list to keep his or her current address on file with the personnel office. Notice of recall shall be effective if sent to the address in the personnel records. Where there are two (2) or more Teachers who qualify for recall and share the same effective date of termination, the determination of which Teacher will be recalled will be solely at the discretion of the Superintendent. The Superintendent must receive acceptance of the offered recall within ten (10) days after delivery of notification.

Unless otherwise provided, all notices provided for in this section must be in writing, and transmitted by certified mail, U.S. postage prepaid, or via email to the Superintendent.

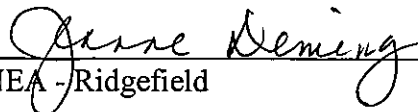
## ARTICLE XXV - TEACHER DISCIPLINE

**Section 25.01.** No Teacher shall be issued a written disciplinary warning or be suspended without just cause or have an increment withheld except on reasonable grounds. Nothing herein shall supersede any provision of the tenure laws of the State of Connecticut. Termination or non-renewal of a Teacher's contract of employment shall not be subject to this section or the Grievance and Arbitration Procedure set forth in this Agreement.

**IN WITNESS WHEREOF**, the parties have hereto caused this instrument to be executed and signed by their mutually authorized officers or representatives.

  
\_\_\_\_\_  
Ridgefield Board of Education

Date: 11.20.2018

  
\_\_\_\_\_  
NEA - Ridgefield

Date: 11.19.2018

**APPENDIX A-1  
2019-2020**

**RIDGEFIELD PUBLIC SCHOOLS  
Ridgefield, Connecticut**

**Teachers' Salary Schedule**

**STEP & COLUMN SALARIES**

	I	II	III	IV	V	VI	VII	VIII
Step	BA	BA 18	BA 30/ MA	MA 18	MA 30/ 6th Yr	MA 39/ 6th Yr 9	MA 48/ 6th Yr 18	PHD/ EDD
1	48,329	52,196	54,610	57,512	59,930	61,378	62,828	65,244
2	50,234	54,253	56,764	59,779	62,289	63,797	65,303	67,815
3	52,215	56,391	59,002	62,135	64,746	66,312	67,880	70,488
4	54,191	58,526	61,236	64,489	67,198	68,824	70,448	73,158
5	56,191	60,688	63,496	66,868	69,678	71,363	73,050	75,857
6	58,167	62,820	65,728	69,219	72,128	73,872	75,616	78,524
7	60,153	64,965	67,972	71,581	74,588	76,393	78,199	81,205
8	62,128	67,098	70,204	73,933	77,038	78,904	80,766	83,874
9	64,109	69,239	72,444	76,291	79,497	81,420	83,343	86,549
10	66,081	71,369	74,672	78,638	81,942	83,924	85,908	89,211
11	68,077	73,523	76,927	81,011	84,415	86,457	88,500	91,903
12	70,059	75,664	79,165	83,372	86,873	88,974	91,077	94,579
13	75,457	80,460	81,403	85,725	89,327	91,489	93,650	97,251
14	83,495	90,175	90,718	92,262	94,764	97,057	99,350	102,423
15			96,882	102,024	102,480	102,625	105,052	107,594
16					109,087	111,724	114,366	114,837
17								121,786

There will be no step movement in the 2019-20 year.

**APPENDIX A-2  
2020-2021**

**RIDGEFIELD PUBLIC SCHOOLS  
Ridgefield, Connecticut**

**Teachers' Salary Schedule**

**STEP & COLUMN SALARIES**

	I	II	III	IV	V	VI	VII	VIII
Step	BA	BA 18	BA 30/ MA	MA 18	MA 30/ 6th Yr	MA 39/ 6th Yr 9	MA 48/ 6th Yr 18	PHD/ EDD
1	48,329	52,196	54,610	57,512	59,930	61,378	62,828	65,244
2	50,234	54,253	56,764	59,779	62,289	63,797	65,303	67,815
3	52,215	56,391	59,002	62,135	64,746	66,312	67,880	70,488
4	54,191	58,526	61,236	64,489	67,198	68,824	70,448	73,158
5	56,191	60,688	63,496	66,868	69,678	71,363	73,050	75,857
6	58,167	62,820	65,728	69,219	72,128	73,872	75,616	78,524
7	60,153	64,965	67,972	71,581	74,588	76,393	78,199	81,205
8	62,128	67,098	70,204	73,933	77,038	78,904	80,766	83,874
9	64,109	69,239	72,444	76,291	79,497	81,420	83,343	86,549
10	66,081	71,369	74,672	78,638	81,942	83,924	85,908	89,211
11	68,077	73,523	76,927	81,011	84,415	86,457	88,500	91,903
12	70,059	75,664	79,165	83,372	86,873	88,974	91,077	94,579
13	75,457	80,460	81,403	85,725	89,327	91,489	93,650	97,251
14	84,697	91,474	90,718	92,262	94,764	97,057	99,350	102,423
15			98,277	103,493	102,480	102,625	105,052	107,594
16					110,658	113,333	116,013	114,837
17								123,540

All Teachers paid below the top Step will advance 1 Step

**APPENDIX A-3  
2021-2022**

**RIDGEFIELD PUBLIC SCHOOLS  
Ridgefield, Connecticut**

**Teachers' Salary Schedule**

**STEP & COLUMN SALARIES**

	I	II	III	IV	V	VI	VII	VIII
Step	BA	BA 18	BA 30/ MA	MA 18	MA 30/ 6th Yr	MA 39/ 6th Yr 9	MA 48/ 6th Yr 18	PHD/ EDD
1	48,329	52,196	54,610	57,512	59,930	61,378	62,828	65,244
2	50,234	54,253	56,764	59,779	62,289	63,797	65,303	67,815
3	52,215	56,391	59,002	62,135	64,746	66,312	67,880	70,488
4	54,191	58,526	61,236	64,489	67,198	68,824	70,448	73,158
5	56,191	60,688	63,496	66,868	69,678	71,363	73,050	75,857
6	58,167	62,820	65,728	69,219	72,128	73,872	75,616	78,524
7	60,153	64,965	67,972	71,581	74,588	76,393	78,199	81,205
8	62,128	67,098	70,204	73,933	77,038	78,904	80,766	83,874
9	64,109	69,239	72,444	76,291	79,497	81,420	83,343	86,549
10	66,081	71,369	74,672	78,638	81,942	83,924	85,908	89,211
11	68,077	73,523	76,927	81,011	84,415	86,457	88,500	91,903
12	70,059	75,664	79,165	83,372	86,873	88,974	91,077	94,579
13	75,457	80,460	81,403	85,725	89,327	91,489	93,650	97,251
14	85,942	92,819	90,718	92,262	94,764	97,057	99,350	102,423
15			99,722	105,014	102,480	102,625	105,052	107,594
16					112,285	114,999	117,718	114,837
17								125,356

All Teachers paid below the top Step will advance 1 Step



## STIPEND COMMITTEE

The parties agree to establish a subcommittee of members of the Board or Administration and members of the Association for the purpose of studying the pay rates for coaches and advisors in Appendix B, Dean, Student Life Coordinator, Chemical Hygiene Officer and the stipends listed on page 34 and 35 in Appendix C. The parties agree to extend the timeline for completion of the subcommittee's work to March 1, 2019.

The maximum total cost of the stipends and pay rates for 2019-20 shall be the total cost of these positions in 2018-19, increased by 3%, allocated as the parties may mutually agree based on the subcommittee's recommendation. The mutually agreed upon stipends and pay rates will not increase in 2020-21 and 2021-22.

If the stipend subcommittee reaches mutual agreement, the parties shall draft an MOU codifying the agreement.

If the stipend subcommittee does not reach a mutual agreement on or before March 1, 2019, then each of the above-listed stipends and pay rates in the 2018-19 appendices shall increase by 1% per year.

### **COACHING CATEGORIES – APPENDIX B – Page 1**

I. Head Football	V. Baseball Assistant (2)
	Field Hockey Assistant
II. Athletic Program Assistant - Winter	Freshman Football Assistant
Head Basketball - Boys	Ice Hockey Assistant - Boys (2)
Head Basketball - Girls	Ice Hockey Assistant - Girls
Head Indoor Track - Boys	Indoor Track Assistant - Boys (2)
Head Indoor Track – Girls	Indoor Track Assistant - Girls (2)
	Lacrosse Assistant - Boys
III. Athletic Program Assistant - Fall/Spring	Lacrosse Assistant - Girls
Football - 1st Assistant	Metzger Fitness Center - Winter
Head Baseball	Ski Assistant - Boys & Girls
Head Field Hockey	Soccer Assistant - Boys
Head Lacrosse - Boys	Soccer Assistant - Girls
Head Lacrosse - Girls	Softball Assistant (2)
Head Outdoor Track - Boys	Swim Assistant - Boys
Head Outdoor Track - Girls	Swim Assistant - Girls
Head Soccer - Boys	Tennis Assistant - Boys
Head Soccer - Girls	Tennis Assistant - Girls
Head Softball	Outdoor Track Assistant - Boys (2)
Head Swim/Dive - Boys	Outdoor Track Assistant - Girls (2)
Head Swim/Dive - Girls	Volleyball Assistant - Boys
Head Volleyball	Volleyball Assistant - Girls
Head Wrestling	Wrestling Assistant
Ice Hockey - Boys	
Ice Hockey – Girls	VI. Cheerleading Assistant - Fall/Winter
	Cross Country Assistant - Boys
IV. Basketball Assistant - Boys	Cross Country Assistant - Girls
Basketball Assistant - Girls	Diving Assistant - Boys

Equipment Manager - Fall/Winter/Spring	Diving Assistant - Girls
Football Assistant (4)	Freshman Baseball
Head Cheerleading (2) - Fall/Winter	Freshman Basketball - Boys
Head Cross Country - Boys	Freshman Basketball - Girls
Head Cross Country - Girls	Freshman Field Hockey
Head Golf - Boys	Freshman Lacrosse - Boys
Head Golf - Girls	Freshman Lacrosse - Girls
Head Skiing - Boys & Girls	Freshman Soccer - Boys
Head Tennis - Boys	Freshman Soccer - Girls
Head Tennis - Girls	Freshman Softball
	Freshman Swim/Dive - Boys
	Freshman Volleyball - Girls
	Golf Assistant - Boys
	Gold Assistant - Girls
	Metzger Fitness Center - Fall/Spring

## Coaches Salary Schedule - APPENDIX B-Page 2

<u>Steps:</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>
I.	.1465	.1565	.1665	.1765	.1865
II.	.1315	.1365	.1465	.1565	.1615
III.	.1025	.1115	.1125	.1265	.1395
IV.	.0915	.0965	.1015	.1065	.1115
V.	.0715	.0765	.0815	.0865	.0915
VI.	.0645	.0665	.0715	.0765	.0815

Percentage x \$\_\_\_\_\_ = Salary

BASE FROM  
2018-19  
\$50,031

<u>Position</u>	<u>BASE FROM</u> <u>2018-19</u>
Intramurals Advisor	\$801
Advisor to Band Auxiliaries	\$1,293

Incoming coaches shall be credited with past coaching experience in the sport and level for which they are hired.

## APPENDIX C\*

### DIFFERENTIAL SALARIES

Guidance Personnel		1/187th of annual salary for each day in addition to regular school year
Social Worker		1/187th of annual salary for each day in addition to regular school year
Reading Teacher		1/187th of annual salary for each day in addition to regular school year
Department Chairperson - High School		10% added to annual salary
Department Coordinator - Middle School		10% added to annual salary
Senior Teacher	Number of Teachers to be supervised	added to annual salary <u>salary</u>
	0	1%
	1-2	2%
	3-4	4%
	5-7	6%
	8-9	8%

Dean, Student Life Coordinator - added to annual salary:

BASE FROM  
2018-2019  
\$6,785

Chemical Hygiene Officer - added to annual salary:

BASE FROM  
2018-2019  
\$2,609

Drug Free Schools Coordinator - added to annual salary:

The annual salary shall be determined in accordance with the allowance provided by the applicable federal grant.

STUDENT ACTIVITIES

I. RIDGEFIELD HIGH SCHOOL - COMPENSATION FOR STUDENT ACTIVITIES

Positions have been listed in each category for the purpose of determining remuneration in accordance with the following formula:

Index Points X \$ \_\_\_\_\_ per point = Salary

BASE FROM 2018-2019

\$36.93

Criteria for Activities Club

In order to be classified as a club, all of the following criteria must be met.

- (a) Ten active members plus an advisor.
- (b) Two or more meetings/activities per month after the school day from September-May. Remuneration for clubs which start during the school year will be on a pro-rated basis (9 months - full period).
- (c) Club must be chartered through the Student Activities Office.
- (d) Summary progress reports are to be submitted to the student activities office at the end of each school marking period.

II. MIDDLE SCHOOL - COMPENSATION FOR STUDENT ACTIVITIES:

<u>Category</u>	<u>BASE FROM 2018-2019</u>
I.	\$1,027
II.	\$740
III.	\$493
IV.	\$164

<b><u>Category I:</u></b>	<b><u>Category III:</u></b>
Yearbook	Basketball
Chamber Singers	
Student Newspaper	Business Club
Student Literary Magazine	Debate
Drama Productions	Flag Football
Music Productions	Golf
Character Counts!	Mandarin Club
Select Orchestra	Model United Nations
Morning Show	
Student Council	Rocketry Club
Student Publications	Student Assemblies
Jazz Band	
Builders' Club	Ultimate Frisbee
Wind Ensemble	
Graduation Coordinator	
Peer Mediation	
<b><u>Category II:</u></b>	<b><u>Category IV:</u></b>
Cross Country	Promotion Ceremony
Math Team	World Language Exchanges
Outdoor Track & Field	RPS Friends
Shakespeare Production	
Student Advisory	
Student Recognition	
TED - Ed	
Pockets of Hope	

III. ELEMENTARY SCHOOL ACTIVITIES AND CHAPERONE:

	<u>BASE FROM 2018-2019</u>
Per Hour	\$25.20

IV. ELEMENTARY SCHOOL STUDENT COUNCIL ADVISOR:

<u>BASE FROM 2018-2019</u>
\$433

**APPENDIX C - Page 4**

V. REMUNERATION FOR ADDITIONAL POSITIONS related to student activities will be determined mutually by the Association and the Board.

<u>Category</u>	<u>BASE FROM 2018-2019</u>
A1 – Drama Director	\$8449
A2 – Yearbook	\$5848
A3 – Student Government	\$4680
A4 – Musical Director	\$4225

<u>Category</u>	<u>Index-Points</u>	<u>Category</u>	<u>Index-Points</u>
A	100.00	D	35.00
B	80.00	E	20.00
C	50.00	F	15.00

<b><u>CATEGORY A</u></b>	<b><u>CATEGORY F</u></b>	<b><u>CATEGORY F - Continued</u></b>
Senior Class Advisor	ACTION	LIT (Literary Group)
The Ridgefielder	Anime	LINK
	Art Students Association	Martial Arts Club
<b><u>CATEGORY B</u></b>	Asian Culture	Marine Biology
Digital Media/Photography	Badminton	Mr. RHS
Lodestar	Battle of the Bands	Murals Club
Mock Trial	BEATS (Band Education & Tutoring)	Music Makers Club
	Best Influence	Nautical Club
<b><u>CATEGORY C</u></b>	RPS Friends	NHS - Elementary
Band (Games/Parade)	Chemistry Club	People for Animal Welfare
Chamber Orchestra	Chess Club	Philosophy Club
I.T.S. (The Company)	Cinema Critique Club	RHS DH Team (Cycling Club)
Junior Class Advisor	Club Comfort	RHS Film Club
Madrigals	Computer Programming	Ridgefield Astronomy Club
	Dance Team	ROAR Club
<b><u>CATEGORY D</u></b>	Dance, Dance Revolution (DDR)	Robin Hood Club
Band Camp	Deck/Street Hockey	Roots and Shoots
Choreographer (Musical)	De Moda (Fashion Club)	SAGA
Debate	Unity Club	Save the Children
DECA	Docent Program	Science Olympiad
FBLA	Economics and Innovation Club	Spanish Club
Model United Nations	Environmental Club	STAND
National Honor Society (N.H.S.)	FEA-R (Phi Delta Kappa)	Step Team
Pit Orchestra Director	Fed. Reserve Bank Challenge	Strategy Games Club
Sophomore Class Advisor	French Club	Table Tennis Club
	Full Court Peace Club	TED-Ed Club
<b><u>CATEGORY E</u></b>	Garden Club	Tigers Den
Art and Media Club	Geography Club	Turning Pages
D.I.Y Technology	German Club	Ultimate Frisbee
Freshman Class Advisor	Gourmet Club	Vital Voices
Interact Club	Green Effect Club	Wilderness Outdoors
Key Club	Guitar Club	World Language
Math Team I	Habitat for Humanity	Yearbook Accountant
Math Team II	Improvisation Club	Young Democrats
Options	International Club	Young Republicans
Outreach	Keeler Tavern Docent	Youth American Cancer Society
Peer Leadership Group	Latin Club	
Quiz Bowl	Lighting Club	ALL NEW CLUBS START AT LEVEL F

## APPENDIX D

### HEALTH INSURANCE

Eligible employees may elect annually to participate.

HDHP Health Savings Account Plan.

Benefit	Network	Non Network
Deductible	\$2,500/\$5,000 50% employer contribution	
Coinsurance	100%	70%
Out of pocket maximum (incl. deductibles)	\$3,250/\$6,500	5,500/\$11,000
Max lifetime benefit	Unlimited	\$1,000,000
Preventive Care	100%	100%
Physician Copay	Deductible	Deductible & Coinsurance
Specialists Copay	Deductible	Deductible & Coinsurance
Hospital Copay	Deductible	Deductible & Coinsurance
Outpatient Copay	Deductible	Deductible & Coinsurance
ER Copay	Deductible	Deductible & Coinsurance
Urgent Care Copay	Deductible	Deductible & Coinsurance
Pharmacy		
Generic	Deductible then \$5 Copay	
Brand Formulary	Deductible then \$25 Copay	
Brand Non Formulary	Deductible then \$40 Copay	



## Custom Managed Plan

<b>Anthem Public Sector Managed Plan</b>	
<b>Pharmacy Formulary</b>	<p><b>Essential Prescription Formulary - Grandfathering of Current Maintenance Prescriptions.</b> "Grandfathering" provides coverage for maintenance medications that are being taken by a member and included on the national formulary as of June 30, 2019 which otherwise would not be included on the essential formulary as of July 1, 2019. The health insurance company will continue to cover these grandfathered maintenance prescriptions for those members already taking them.</p> <p>Quantity Limits , <b>NO Step Therapy</b>, Prior Authorizations, Fill to Soon, <b>WITH ED Drugs (6 per month)</b></p>
<b>Skilled Nursing Facility</b>	100 day limit per calendar year.
<b>Home Health Care Services</b>	200 visits limit per calendar year.
<b>In Patient Rehabilitative Services</b>	100 day maximum per member per calendar year.
<b>Orthotics</b>	Orthotics covered for diabetic diagnosis per Summary Plan Document
<b>Physical Therapy, Occupations Therapy, Speech Therapy</b>	PT, OT, ST Combined visit maximum is 60 per calendar year.
<b>Chiropractic Care</b>	40 Visit Maximum Per Member per calendar year.
<b>Acupuncture</b>	12 Visit Maximum Per Member per calendar year.

## **Dental Insurance**

### **The "Dental Plan".**

The Board shall provide group dental coverage, as more fully described below for each eligible Teacher regularly assigned to work a schedule of at least half-time, and his or her eligible dependents:

- (a) \$50.00 annual deductible per individual; a maximum of \$150.00 annual deductible per family; annual maximum coverage of \$1,500.00 per individual.
- (b) coverage for routine dental work with 100% payment of reasonable and customary charges after satisfaction of the annual deductible;
- (c) coverage for major dental work with a 60%-40% co-insurance factor after satisfaction of the annual deductible;
- (d) routine work and major work shall be defined in the policy acquired by the Board to provide such coverage, which shall be considered in the insurance trade to be standard coverage for the benefits described herein.

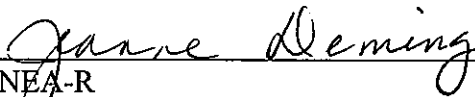
## MEMORANDUM OF UNDERSTANDING

This memorandum sets forth the agreement between the Ridgefield Board of Education (the "Board") and the NEA-R (the "Association") concerning the process for determining "reasonable and customary" levels for out-of-network charges for health plan services.

The Board and the Association agreed that out-of-network reasonable and customary levels would be established at the 80<sup>th</sup> percentile and would be determined by a process substantially similar to the process used by the carrier as of July 1, 2005.

As the process for determining "reasonable and customary" levels for out-of-network charges for health plan services is now determined based on a formula using "Maximum Allowable Cost" or "MAC," the Board and the Association agree that the levels for out-of-network charges for health plan services shall be subject to the equivalent of the 80<sup>th</sup> percentile level referenced above. For example, the equivalent levels for out-of-network charges for health plan services in 2016 has been determined to be up to 300 percent of the MAC.

  
\_\_\_\_\_  
Ridgefield Board of Education

  
\_\_\_\_\_  
NEA-R

Date 11.20.2018

Date 11.19.2018

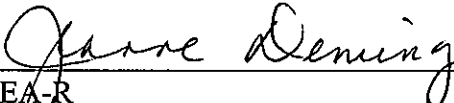
## MEMORANDUM OF UNDERSTANDING

In the recently concluded negotiations between representatives of the Board of Education and the National Education Association of Ridgefield the regulation for Board-paid retirement benefits after the completion of thirty-five years of service shall be modified as follows:

Eligible teachers (those retiring with at least thirty-five years of service as a certified teacher in Ridgefield after having at least twenty years of service in Ridgefield as of July 1, 2013) shall participate in the insurance plan that is provided to active teachers until they are eligible for Medicare, at which time they shall participate in Medicare and the TRB supplemental plan, further supplemented to provide coverage equivalent to the plan for active teachers.

Upon retirement, eligible teachers who had at least twenty-five years of service in Ridgefield as of July 1, 2013 who retire on or after July 1, 2013 shall pay 30% of the cost of the applicable coverage (individual, 1-1, family). Upon retirement, eligible teachers who had at least twenty years of service in Ridgefield as of July 1, 2013 shall pay 35% of the cost of the applicable coverage (individual, 1-1, family). Teachers who do not have at least twenty years of service in Ridgefield as of July 1, 2013 may participate in the Board's insurance plan in accordance with statute at their own expense.

  
\_\_\_\_\_  
Ridgefield Board of Education

  
\_\_\_\_\_  
NEA-R

Date 11.19.2018

Date 11.19.2018