

PROFESSIONAL AGREEMENT

BETWEEN THE

SCOTLAND BOARD OF EDUCATION

AND THE

SCOTLAND EDUCATION ASSOCIATION

2019 - 2022

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PREAMBLE

This Agreement is made and entered into between the **Scotland Board of Education** (hereinafter referred to as the "Board") and the **Scotland Education Association** (hereinafter referred to as "Association").

ARTICLE I **RECOGNITION**

Section 1.1

The Board recognizes the Association as the exclusive bargaining representative for the group of certified professional employees employed by the Board in positions requiring a teaching certificate and/or employees holding a durational shortage area permit in accordance with the C.G.S. (Section) 10-153(a) et. seq., as it may be amended from time to time, excluding professional employees included in the administrator's unit, and specifically excluding the principal.

Section 1.2 **Durational Shortage Area Permit (DSAP)**

- A. Teachers holding a DSAP shall be covered by all the terms and conditions of the collective bargaining Agreement, except the following:
 - 1. Article V (Teacher Benefits), Section 5.5.
 - 2. Article IX (Teaching Assignments And Transfers).
 - 3. Article X (Just Cause).
 - 4. Article XI (Reduction In Force).
- B. A DSAP holder shall not accrue seniority or length of service for any purpose in the Scotland Public School System. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained by the Board as an employee after receiving such certification, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of hire by the Board.
- C. The Board shall have the right not to renew and/or to terminate the employment of a DSAP holder and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.

Section 1.3 **Long-Term Substitute Teachers**

- A. A "Long-Term Substitute Teacher" shall be defined as a certified teacher employed by the Board in the same assignment for more than forty (40) school days, typically to fill temporarily a position held by a member of the bargaining unit while that member is on medical, maternity, or other leave, or to fill temporarily a vacant position until a teacher is employed. It is intended that this definition of Long-Term Substitute be the same as that under Connecticut's statutes and regulations, as amended.

- B. After forty (40) school days in the same assignment, Long-Term Substitute Teachers shall be covered by all the terms and conditions of the collective bargaining Agreement, except the following:
1. Article V (Teacher Benefits).
 2. Article IX (Teaching Assignments And Transfers).
 3. Article XI (Reduction In Force).
 4. Article XII (Leaves of Absence).
- C. Subsection B of this section should not be read as an attempt to prevent Long-Term Substitute Teacher from fulfilling his or her legal obligation to participate in jury duty. It refers only to the Board's obligations under this Agreement.
- D. If, after forty (40) consecutive days in the same assignment, a Long-Term Substitute Teacher's pay is not already at the first step of the Bachelor's scale, it will be raised to that step. It will remain at that step for the remaining duration of the assignment, paid per-diem and pro-rata consistent with the hours worked in a given day (e.g. full-day vs. half-day).
- E. The Board shall have the right not to renew and/or terminate the employment of a Long-Term Substitute Teacher and the Long-Term Substitute Teacher shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.

Section 1.4

The term "Superintendent" in this Agreement shall be read to mean the Superintendent of the Scotland School, or his/her designee.

ARTICLE II **AMENDMENT**

Section 2.1

This Agreement may be amended only by mutual agreement in writing, executed by the Chairman of the Board of Education and the President of the Association. Such document shall be appended hereto. Members of the Board of Education, Administrators and teachers all recognize the importance of mutual responsible participation in the education process.

ARTICLE III **BOARD POLICIES**

Section 3.1

Each teacher shall be given an electronic copy of this Agreement by the Superintendent no later

than the first day of each school year, or for a new teacher, before said teacher begins employment.

ARTICLE IV

GRIEVANCE PROCEDURE

Section 4.1 **Purpose**

The purpose of this procedure is to address grievances at the lowest possible administrative level. The proceedings concerning grievances shall be kept as confidential as is appropriate.

Section 4.2 **Definitions**

- A. "Grievance" means a claim that there has been a misinterpretation, misapplication, or alleged breach of a specific and explicit provision of this Agreement.
- B. "Days" shall mean days that the Board of Education central office is open.
- C. "Party in Interest" shall mean the person or persons making the claim, and any bargaining unit member who might be required to take action or against whom action might be taken in order to resolve the problem.

Section 4.3 **Informal Procedure**

- A. If a teacher feels he or she has a grievance, he or she may first discuss the matter with the Principal in an effort to resolve the problem informally. The Principal, within four (4) working days after meeting with the teacher, shall address this issue.
- B. If such disposition is not satisfactory to the teacher, he or she may have the Association assist him or her in further efforts to resolve the problem informally with the Principal.
- C. If such disposition is not satisfactory, he or she may have the Association assist him or her in further efforts to resolve the problem informally with the Superintendent.

Section 4.4 **Formal Procedures**

- A. **STEP ONE:**
 - 1. Any grievance must be submitted in writing no later than ten (10) days following the event or occurrence giving rise to the grievance. Any grievance not resolved by informal procedures shall be presented to the Principal in writing. This action shall initiate formal procedures. The grievance shall set forth the alleged facts, the provision of the contract allegedly misinterpreted, misapplied or breached, and a suggested remedy.

2. The Principal shall within five (5) days after receipt of the referral meet with the aggrieved teacher, and with representatives of the Association if the teacher so desires, for the purpose of resolving the grievance.
3. The Principal shall, within three (3) days after the hearing, render his or her decision and the reasons therefor to the aggrieved teacher.

B. STEP TWO

1. If the aggrieved teacher is not satisfied with the disposition of his or her grievance at Step 1, he or she may within three (3) days after the decision, file the grievance with the Superintendent.
2. The Superintendent shall, within five (5) days after receipt of the grievance, meet with the aggrieved teacher and with representatives of the Association (if the teacher so desires) for the purpose of resolving the grievances.
3. The Superintendent shall, within three (3) days after such meeting, render his or her decision and the reasons therefor in writing to the aggrieved teacher.

C. STEP THREE

1. If the aggrieved teacher is not satisfied with the disposition of his or her grievance at Step 2, he or she may within three (3) days after the decision, file the grievance with the Board of Education.
2. The Board of Education or Committee of the Board shall, within ten (10) days after receipt of the grievance, meet with the aggrieved teacher and with representatives of the Association (if the teacher so desires) for the purpose of resolving the grievance. A full and accurate record of such hearing shall be kept by the Board and, subject to FOIA and student confidentiality statutes, be made available to the Association upon written request.
3. The Board of Education or Committee of the Board shall, within three (3) days after such meeting, render its decision and the reasons therefor in writing to the aggrieved teacher.

D. STEP FOUR

1. If the aggrieved teacher is not satisfied with the disposition of his or her grievance at Step Three, he or she may within three (3) days after the decision, request in writing to the President of the Association that his or her grievance be submitted to arbitration.
2. The Association only may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing, and by filing a demand for arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration

Association (AAA). If the Association prefers to utilize the American Dispute Resolution Center (ADRC), it may so notify the Board. If the Board agrees to use the ADRC, then the parties will proceed in accordance with ADRC administrative procedures, practices and rules.

3. By mutual agreement, the parties may pursue expedited arbitration. The AAA or ADRC, as mutually selected by the parties, shall act as the administrator of the proceedings.
4. The arbitrator shall not add to, delete from, modify, change or amend any provision of this Agreement. The decision of the arbitrator shall be final and binding upon all parties in interest and shall be the exclusive remedy for an alleged breach of this Agreement, provided, however, neither party waives its right to appeal the arbitrator's decision in accordance with law. In any such appeal or in any action to determine the arbitrability of the claim in dispute, the question or arbitrability shall be deemed a question of law for the court to determine.
5. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

Section 4.5 Rights of Teachers to Representation

- A. No reprisals of any kind shall be taken by either party or by any member of the administration or the Association against any participant in the grievance procedure by reason of such participation.
- B. Any party in interest may be represented at any level of the grievance procedure by a teacher of his or her own choosing. When a teacher is not represented by the Association, the Association shall be promptly notified and given the right to be present and to state its views at all stages of the procedure.

Section 4.6 Miscellaneous

- A. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- B. Forms for filing and processing grievances and other procedural documents, shall be prepared by the Association. Nothing in this provision is to be interpreted as preventing the Board from preparing documents of its own to assist in the processing of grievances.

ARTICLE V

TEACHER BENEFITS

Section 5.1 Degree Definitions

- A. The Salary Schedules are listed in Appendix A of this Agreement.

B. The Salary Schedules shall be interpreted and applied in accordance with the following definitions and conditions:

1. Bachelor: A baccalaureate degree earned at an accredited college or university.
2. Bachelor +15*: Fifteen (15) credits in the field of education directly related to a classroom assignment over and above the bachelor degree earned at an accredited college or university, subject to the approval of the Superintendent.
3. Master: A one-year master's degree in the field of education directly related to a classroom assignment earned at an accredited college or university; or thirty (30) credits over and above the bachelor's degree in the field of education directly related to a classroom assignment earned at an accredited college or university subject to the approval of the Superintendent.
4. Master +15*: Fifteen (15) credits in the field of education directly related to a classroom assignment over and above the master degree earned at an accredited college or university, subject to the approval of the Superintendent.
5. Sixth Year: A professional diploma or certificate in the field of education directly related to a classroom assignment awarded by an approved institution upon completion of a full year's study beyond the master's degree within a program specifically set up by the preparing institution, subject to the approval of the Superintendent. Qualifications for this lane may be met with evidence of having earned a second master's degree or thirty (30) additional credits over and above a master's degree, subject to the approval of the Superintendent.
6. *Subject to the requirements cited in Paragraphs 2 (Bachelo+15)* and 3 (Master+15)* herein, teachers in the employment of the Board as of June 30, 2019 shall be eligible to be placed on these salary lanes. Teachers hired on or after July 1, 2019 shall not be eligible for said salary lanes.

C. Step Placement on the Salary Schedule

1. All teachers shall be placed on the appropriate step of the salary schedule taking into consideration the following, at the discretion of the Superintendent:
 - (a) Degree status as defined under the degree definitions in Section B, above.
 - (b) Up to full credit for previous teaching experience in public, private and military dependency schools, provided that such experience shall have been continuous

service of at least one-half ($\frac{1}{2}$) of any school year. Intermittent or short-term substitution service will not be credited as previous teaching experience.

- (c) Full credit for active service in the Armed Forces of the United States if the veteran left their teaching assignment in the school district for active duty provided they do not voluntarily extend their enlistment. A maximum of one (1) year credit if a veteran had active service prior to employment in the school district. To be considered a veteran, a teacher must have served in the Armed Forces for more than six (6) consecutive months. All present teachers in the school district will retain military credit they have received to date.
- (d) In the placement of teachers in shortage teaching areas as defined by the State Department of Education, the Board may grant two (2) additional years of credit on the appropriate salary schedule beyond those listed in Section 5.1, herein.

- 2. Credits for graduate study beyond a Bachelor's Degree must be submitted to the Superintendent and will become effective on either September 1st or February 1st, provided, however, that the teacher must notify the Superintendent by February 15th of the previous school year that the accumulation of credits or the award of an advanced degree is anticipated.

Section 5.2 Salary

- A. The salaries of all teachers covered by this Agreement are set forth in the appendices which are attached hereto and made part of this Agreement.
- B. The teacher's salary will be electronically deposited. If a scheduled pay day falls during a school vacation period (excluding summer vacation), the teacher's check will be electronically deposited on that scheduled payday.
 - 1. A schedule of pay dates shall be distributed at the beginning of the school year.
 - 2. Each teacher shall annually select a bank or credit union for the direct deposit of his or her net paycheck, provided that the cost of this process is de minimus. A teacher may select no more than two (2) banks or credit unions for direct deposit.
- C. If a teacher's employment is terminated prior to the end of the regular school year, the teacher will be paid a salary prorated on the basis of the number of days actually taught.
- D. Any teacher anticipating a change in degree status shall notify the Superintendent no later than December 1st of the academic year preceding the anticipated change, and upon written documentation of successful completion of the course of study, the teacher shall be placed upon the appropriate salary track. Notwithstanding successful completion of the course of study, a teacher failing to notify the Superintendent by the December 1st deadline may be required by the Superintendent to wait an additional year for placement on the new salary

track, if, in the sole discretion of the Superintendent, the following year's budget will not allow for the new placement during that year.

Section 5.3 Insurance

- A. The Board of Education shall provide each full-time teacher, employed by the Board on or before July 1, 2013, with the option of enrolling in either one (1) of the health insurance plans listed in Paragraphs 1 and 2 and the choice of one (1) of the dental insurance plans listed in Paragraph 5 below. Any full-time teacher hired after the date first cited herein, shall have the option of enrolling in the health insurance plan listed in Paragraph 2 as well as enrolling in one (1) of the dental insurance plans, as described below:
1. Coverage for individual, two (2) person, or family (whichever is applicable) under the a Point of Service Plan (Flex POS) with the following co-pays and deductibles:
 - (a) Home and Office: Thirty dollars (\$30);
 - (b) Emergency Room: One hundred fifty dollars (\$150);
 - (c) Out-patient Surgical five hundred dollars (\$500);
 - (d) Per Hospital admission: five hundred dollars (\$500) per day to a maximum of one thousand five hundred dollars (\$1,500);
 - (e) Urgent Care seventy-five dollars (\$75);
 - (f) Preventive/Wellness Care according to age based schedules: zero dollar (\$0);
 - (g) Walk-in: Thirty dollars (\$30);
 - (h) High Diagnostic (HCD): Seventy-five dollars (\$75) copay to a three hundred seventy-five dollar (\$375) maximum per year;
 - (i) An unlimited lifetime maximum for in-network providers;
 - (j) Five hundred dollars (\$500) individual/one thousand dollars (\$1,000) two (2) person/one thousand five hundred dollars (\$1,500) family deductibles with a seventy/thirty percent (70/30%) coinsurance of fifteen thousand dollars (\$15,000);
 - (k) A calendar year out-of-pocket maximum of five thousand dollars (\$5,000)/ten thousand dollars (\$10,000)/fifteen thousand dollars (\$15,000) for out-of-network providers subject to usual, reasonable, and customary rates;
 - (l) Unlimited lifetime maximum for out-of-network providers; and
 - (m) A three (3) tier commercial managed care prescription rider with an unlimited calendar year maximum and the following co-payments:
 - (1) Five dollars (\$5) for generic;

- (2) Twenty-five dollars (\$25) for preferred brand name;
 - (3) Forty dollars (\$40) for non-preferred brand name; and
 - (4) Two (2) times the foregoing co-pays for mail order.
 - (n) The High Deductible Health Plan (HDHP) is the primary insurance offering. To the extent any teacher wishes to remain in the Flex POS Plan, the teacher will pay the difference between the full cost of the Flex POS Plan and the dollar amount the Board will contribute for the HDHP Plan for that teacher (HDHP premium minus teacher premium cost share). Teachers may exercise their option to remain in the Flex POS Plan but once a teacher chooses to participate in the HDHP Plan he or she shall not be permitted to go back to the POS plan.
2. Coverage for individual, or family (whichever is applicable) under a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) component and with the following:
- (a) Deductible \$2,500/\$5,000
 - (b) \$0 Office Visit, after deductible.
 - (c) \$0 Wellness Visit, deductible waived.
 - (d) \$0 Hospital Admission, after deductible.
 - (e) \$0 Outpatient Surgery, after deductible.
 - (f) \$0 Walk-In/Urgent Care/Emergency Room, after deductible.
 - (g) In/Out of Network deductible: \$2,500/\$5,00.
 - (h) In-Network Co-insurance 100% after deductible.
 - (i) Out-of-Network Co-insurance 70/30%, after deductible.
 - (j) Out-of-Pocket Maximum In-Network \$3,500/\$7,000 and \$5,000/\$10,000 Out-of-Network.
 - (k) Prescription: A three (3) tier commercial managed care prescription rider with an unlimited calendar year maximum after the exhaustion of the deductible, prescription drugs shall be subject to the following co-payments:
 - (1) Five dollars (\$5) for generic;
 - (2) Twenty-five dollars (\$25) for preferred brand name;
 - (3) Forty dollars (\$40) for non-preferred brand name; and
 - (4) Two (2) times the foregoing co-pays for mail order.
 - (l) The Board shall fund forty percent (40%) of the applicable HDHP/HSA deductible

amount for teachers each year of the Agreement. The Board's contribution to the deductible shall be deposited into the teachers' HDHP/HSA accounts in the following manner:

- (1) For teachers hired by the Board after July 1, 2016 and only for their first year of employment, half ($\frac{1}{2}$) of the Board's contribution toward the HDHP/HSA deductible shall be deposited into the teacher's HDHP/HSA account on or about September 1st and the remaining half ($\frac{1}{2}$) of the deductible shall be deposited into the teacher's HDHP/HSA account on or about January 1st.
 - (2) For teachers employed by the Board prior to July 1, 2016, the Board shall deposit half ($\frac{1}{2}$) of the Board's contribution toward the HDHP/HSA deductible on July 1st and the remaining half ($\frac{1}{2}$) on September 15th during the first year of the teacher's enrollment in the HDHP/HSA.
 - (3) In all other instance, the Board shall deposit half ($\frac{1}{2}$) of the Board's contribution to the deductible on or about July 1st and the remaining half ($\frac{1}{2}$) on or about January 1st.
 - (4) Any HDHP plan participant who may be ineligible for the HSA component of the HDHP plan, (e.g. those enrolled in Medicare or receiving benefits from TriCare or VA), will receive an amount as income that is equal to the applicable HSA deductible funding. Such payment will be made subject to the same terms and conditions as the applicable HSA funding, (e.g. timing and amounts).
 - (5) The parties acknowledge that the Board's contributions toward the funding of the HDHP/HSA plan, referenced in paragraphs above, are 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 HDHP/HSA deductible for retirees or other individuals upon their separation from employment.
3. These plans are more fully described in its summary of benefits, which are included for reference purposes only as Appendix B.
 4. Coverage for individual, two (2) person, or family (whichever is applicable), up to a calendar year maximum of two thousand dollars (\$2,000), under the Dental Plans, which is summarized in Appendix B. Appendix B is included for reference purposes only.
 5. Premium Share: The teacher premium share for individual and dependent coverage for the HDHP insurance plan set forth above shall be:
 - (a) 2019-2020: Twenty and one-half percent (20½%).
 - (b) 2020-2021: Twenty-one and one-half percent (21½%).
 - (c) 2021-2022: Twenty-two percent (22%).

B. Life Insurance

Each teacher shall receive a fifty thousand dollar (\$50,000) life insurance policy paid in full by the Board.

- C. To be eligible to receive benefits, each employee must submit a written wage deduction authorization permitting the Board to deduct from the employee's salary his/her share of the premium set forth above. Any teacher electing insurance coverage shall so notify the Business Manager of elected coverage on or before June 1st of each year. Each employee will be informed of the premium in writing prior to the first or any revised deduction. A teacher may forego all health insurance benefits in lieu of contributing to the cost of premiums. All insurance benefits, including the reinstatement of discontinued benefits, shall be provided in accordance with the terms of the insurance company administering the plan at the time that benefits are sought.
- D. Teachers working less than full time shall be eligible to receive benefits set forth in Section 5.3, Paragraphs A and B on a prorata basis. The Board's contribution to the cost of coverage shall be an amount equal to the Board's contribution for full-time employees multiplied by the employee's fractional full-time teaching equivalent designation.

E. Carrier Change

1. In any case where the name of a particular company or a specific plan has been used in this Article, the intent is to indicate a general type of insurance and not to establish a relationship with one particular company, any specific plan, or any cooperative or group. All insurance benefits shall be subject to an "or equal" provision which shall allow the Board to effect whatever economics it may deem appropriate provided there is no decreases in the benefit that is negotiated. The Board may insure with other companies, self-insure, or participate in a cooperative, consortium, collaborative process, or purchasing exchange, such as provided under Public Act 10-174 or otherwise allowed by law.
2. The Board will provide the SEA thirty (30) days advanced written notification of its intent to change its insurance benefit provider(s). If the SEA does not agree with the proposed change(s), it shall provide the Board with a written statement detailing the reasons for such disagreement, specifically listing the changes in the level of benefits, service, or administration to which it objects. The SEA must submit this written statement within thirty (30) days of being provided notice. Failure to submit such statement within the thirty (30) time period shall be deemed agreement of the proposed change.

F. Section 125

The Board shall implement and maintain a Section 125 pre-tax wage deduction plan in accordance with applicable provisions of Section 125 of the Internal Revenue Code (and in

accordance with any amendments to said provisions) so long as said provisions allow for such a plan. Said plan will be designed to permit exclusion from taxable income of the employees' share of health insurance premiums, allowable medical expenses and dependent care pursuant to IRS regulations for those employees who complete and sign the appropriate wage deduction form. The Board shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of the employee insurance premium contributions, allowable medical expenses and dependent care. Neither the Association nor any employee covered by this Agreement shall make any claim or demands nor maintain any action against the school district or any of its members or agents for taxes, penalties, interest or other costs or loss arising from the use of the wage deduction form or from a change in law that may reduce or eliminate the employee tax benefits to be derived from this plan. Further, the parties agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining agreement and the carrier's insurance plan.

G. Affordable Care Act

The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §49801 the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. Should any federal statute or regulation pertaining to IRC §49801 be mandated to take effect triggering the imposition of an excise tax or similar excess charge with respect to any of the contractually agreed upon insurance plans offered in the parties' Agreement, the parties agree to commence mid-term negotiations on the issue of health insurance in accordance with the Teacher Negotiation Act.

Section 5.4 Deductions

- A. In addition to those payroll deductions required by law or authorized by the Board, teachers may make individual written requests to have sums regularly deducted from their salaries and paid to designated agencies for the following purposes:
1. Tax sheltered annuity payments.
 2. Credit Union deposits.
 3. Connecticut Education Association Dues.
 4. National Education Association Dues.
 5. Scotland Education Association Dues.
- B. Any deduction mutually agreed upon by the teacher and the Board.

Section 5.5 Retirement

- A. Upon retirement (or early retirement) each teacher with twenty (20) years or more of service to the Scotland School System shall receive two thousand two hundred fifty dollars (\$2,250)

in recognition of their long term commitment to the Scotland Elementary School. Teachers who have committed fifteen to nineteen (15-19) years of service to the Scotland School System shall receive a one thousand two hundred dollar (\$1,200) severance. Part-time teachers shall have their severance benefit pro-rated based on their full time equivalency at the time of retirement.

B. This benefit shall only be payable if:

1. The teacher provides notice prior to January 1st in the school year that the retirement will be taking effect; and
2. The teacher retires pursuant to Connecticut General Statutes §10-183a *et seq.*

Section 5.6 Protection of Teachers

Except in compelling circumstances, teachers shall report in writing, as soon as reasonably possible, but in no case more than within one (1) workday, to the building principal, any cases of assault suffered by them in connection with their employment.

Section 5.7 Tuition Reimbursement

- A. The Board will create a fund equal to a maximum of two thousand five hundred dollars (\$2,500) per school year for tuition reimbursement for graduate level courses, from an accredited institution, approved by the Superintendent.
- B. Application for tuition reimbursement must be made no later than three (3) weeks prior to the start of the course work.
- C. Failure to submit for course reimbursement in accordance with this Section shall result in no course reimbursement.
- D. The Board shall reimburse a teacher(s) for each credit hour in an equal amount obtained by dividing the two thousand five hundred dollars (\$2,500) by the total number of credit hours for which applications were made.
- E. In order to be equitable, tuition reimbursements will be made twice per year, with a half of the fund being allocated to each of the two (2) halves of the school year respectively.
- F. No teacher shall be reimbursed more money than the actual cost of the credit hours he or she incurred. No teacher shall be reimbursed for more than two (2) courses per year.
- G. Incidental fees associated with course work shall not be reimbursed.
- H. A "B" grade or better must be obtained by the teacher in order to be eligible for the tuition reimbursement. Reimbursement for tuition shall not take place until after such time as which the teacher provides valid proof of attaining a grade of "B" or better in the approved course work and proof of payment for the approved course work.

ARTICLE VI

MEMBERSHIP DUES DEDUCTION

Section 6.1

The Board agrees to deduct from each teacher, who voluntarily provides a membership dues deduction form, an amount equal to the Association membership dues by means of payroll deductions. The amount of the deduction from each paycheck for membership dues shall be equal to the total Association membership dues divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The amount of Association membership dues shall be certified by the Association to the Board prior to the opening of school each year.

Section 6.2

Those teachers whose employment commences after the start of the school year shall pay a prorated amount of membership dues equal to the percentage of the remaining school year.

Section 6.3

The Association shall hold the Board harmless and indemnify the Board against all claims or demands of any sort, including attorney's fees, arising out of or as a result of this Article.

ARTICLE VII

TEACHING CONDITIONS

Section 7.1 **Lunch/Preparation Time**

- A. Each teacher shall receive a thirty (30) minute duty free lunch period.
- B. Each teacher shall receive a daily forty (40) minute preparation and planning time. Any preparation time in excess of forty (40) minutes per day shall consist of professional and administrative responsibilities at the direction of the administration. Loss of anticipated preparation time because classes are not in session will not be compensated or replaced, (e.g. without limitation, such situations could include late opening, early closure, weather closure, professional development days, or a partial week). Loss of preparation time to an activity required by the Superintendent will be replaced with preparation time scheduled within the same week as the loss.

Section 7.2 **Complaint Policy**

- A. It is the intent of the parties that complaints from the community be resolved at the lowest possible level. If a Board member receives a complaint, he or she will notify the Superintendent of the complaint, who will refer the matter to the teacher for resolution.

- B. Any teacher seeking resolution of a complaint not satisfactorily resolved at the administrative level shall notify the Association.

Section 7.3 Work Year

The length of the teacher work year will be one hundred eighty-eight (188) days. One hundred eighty-two days (182) shall be student days as defined in Connecticut General Statutes. The remaining six (6) days shall be used in the following manner: One (1) day to be used as a pre-school work day, to be used for a general staff meeting as called by administration, and/or teacher classroom preparation; one (1) day to be used as a post-school work day to be used for general staff meeting as called by administration, and/or teacher classroom closing. The remaining four (4) days will be used as staff development days. Activities scheduled on these four (4) staff development days may include, but are not limited to, workshops, curriculum development, conferences, and visitations. The Board, the Superintendent, and Scotland Education Association shall work cooperatively in the development of professional development activities.

Section 7.4 Impact

If the Board of Education or the Administration increases the length of the work year beyond one hundred eighty-eight (188) days, the length of the student school day or the regular teacher work day, or the length of shortened days used for in-service or parent-teacher conferences so as to reduce time available for in-service, or if the Board of Education or the Administration reduces the length of teachers' duty-free lunch period, so as to effect more than a de minimus increase in teacher working hours or work load from that in effect on January 1, 1999, the Board of Education shall negotiate upon demand with the Association over the impact of such increase on salaries, if any. Failure to demand bargaining within fifteen (15) days after notice of the increase shall be deemed a waiver of impact bargaining.

Section 7.5 Class Size

The Scotland Board of Education and the Scotland Education Association recognize that the pupil-teacher ratio is an important aspect of an effective educational program. When class size becomes a factor in student achievement the teacher will bring the issue to the attention of the Superintendent. The Superintendent will review the issue with the Board at the next regularly scheduled Board meeting. The Board will then respond to the need of this situation as they see fit.

ARTICLE VIII **WORKDAY AND MEETINGS**

Section 8.1 Workday

Teachers shall report to work no less than thirty (30) minutes prior to the opening of the school and shall remain at work no less than thirty (30) minutes after school closing.

Section 8.2 Meetings

- A. After school meetings shall begin within fifteen (15) minutes after the close of school and shall not exceed one and one half (1½) hours.
- B. At least one (1) week notice shall be provided for all staff meetings, except in cases of emergencies.
- C. Morning teacher meetings may be held but shall not begin until 7:30 A.M.
- D. A limit of no more than fifteen (15) staff meetings shall be scheduled each year. A schedule of five (5) of those meetings will be given to the staff by the second week of school. A second schedule of another 5 meetings will be given to the staff by the first week of February. The remaining five (5) meetings can be scheduled at any time as long as notice is given. Committee meetings and crisis meetings shall not constitute staff meetings for the purpose of this paragraph.

Section 8.3 Evening Events

Staff attendance shall be required at the following evening activities: Open House, Parent Conference Nights, and any Music Programs in which the classroom teacher's students are involved. Such activities shall not exceed five (5) evenings per year. Attendance at additional evening meetings or activities shall be voluntary unless the staff is involved in the program. Attendance by part-time staff working less than half-time will not be required unless they are involved in the program.

ARTICLE IX

TEACHING ASSIGNMENTS AND TRANSFERS

Section 9.1 Teaching Assignments

Teachers initially employed by the Board shall receive their tentative grade levels and/or subject assignments from the Superintendent's office. Teachers already in the system shall receive notifications of their grades, levels, and/or subjects that they will teach for the ensuing school year by the end of the school year unless extenuating circumstances makes it impracticable to do so. Teachers shall be notified in writing of any change in their programs and schedules for the ensuing school year, including the grades, level, and/or subjects that they will teach as soon as such change is determined.

Section 9.2 Vacancies

- A. A vacancy shall be defined as a position which is caused by death, retirement, discharge, resignation, elimination of a position, or the creation of a new position.

- B. All vacancies will be posted in the building for a minimum of ten (10) business days. The President of the Association will receive a copy of that posting.
 - 1. The posted vacancy shall set forth the qualifications and job description for the vacant position.
 - 2. Any teacher who desires to apply for any vacancy shall submit a written letter of intent for any vacant position with the Office of the Superintendent within the time limit specified in the posting.
 - 3. In filling any vacancy, internal candidates will be considered before external candidates.
- C. Teachers interested in vacancies that occur after the close of the school year and prior to the opening of the next school year shall submit a request for notification of postings to the Superintendent prior to the close of the school year. Also, vacancies that occur after the close of the school year and prior to the opening of the next school year will be brought to the attention of the President of the Association or his/her designee. Any such teacher and the President of the Association will be responsible for providing the Superintendent with an address to which they would like such summer notification to be sent.

Section 9.3 Teacher Transfers

- A. A transfer may be voluntary or involuntary. Certification and performance as determined by a teacher's evaluations shall be a major consideration in all transfers.
- B. For purposes of this Article a transfer shall be defined as follows:
 - 1. For program staff, a change in assignment from one program to another program.
 - 2. A change in assignment from a program to a regular classroom position.
 - 3. A change in assignment from a regular classroom position.

Section 9.4 Voluntary Transfers

- A. Request must be made to the Superintendent in writing no later than March 1st of the preceding school year. The teacher shall indicate the grade and/or subject or program to which he/she wishes to be transferred.
- B. Prior to submitting a written request for a transfer, the teacher will meet with the current building principal to discuss the request.
- C. Transfers will be made only if an opening exists for which the teacher is certified and such transfer is in the best interest of the school system. When voluntary transfers are approved, the greater length of full time in the Scotland School System shall be a consideration.

Section 9.5 Involuntary Transfers

- A. When a teacher is transferred involuntarily, it shall be to a position for which the teacher is certified and to a comparable position if possible.

- B. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent, at which time the teacher shall be notified in writing of the reason for the transfer.
- C. When involuntary transfers are necessary, the greater length of full-time service in the Scotland School System shall be a consideration. Notice of transfer will be given to the teacher as soon as is practicable and under normal circumstances no later than June 8th.

ARTICLE X

JUST CAUSE

Section 10.1

No material originating after original employment shall be placed in a teacher's personnel file unless the teacher has been notified and has had an opportunity to review the material. The teacher may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If a teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

Section 10.2

Any substantive complaint made to the school administration against a teacher, by any parent, student, or other person, shall promptly be called to the attention of the teacher. In no case shall any anonymous and/or unsubstantiated complaint be placed in any teacher's file.

Section 10.3

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, denied an increment, or suspended without reasonable just cause. If a teacher is to be formally disciplined, reprimanded, or otherwise deprived of any professional advantage by the Board or its agents, he/she shall receive at least twenty-four (24) hours advance notice and shall be entitled to receive a statement of reasons in writing and to have a representative of the Association present. Notwithstanding any provision of this Article to the contrary, teacher termination or non-renewal shall not be subject to this contract and the procedures set forth in §10-151 of the Connecticut General Statutes shall be exclusive with respect to such matters.

ARTICLE XI

REDUCTION IN FORCE

Section 11.1 **General Statement of Policy**

It is recognized that under State law the Board of Education has the responsibility to maintain quality public schools and to implement the educational interests of the State. However,

recognizing also that it may become necessary to eliminate professional staff positions in certain circumstances, this policy is adopted to provide a fair and orderly process should such eliminations become necessary.

Section 11.2 Procedure

- A. The Board of Education may, in the first instance, exercise its right and power to reduce the number of teaching staff positions without determining which teacher contracts will be considered for termination, if any, or what other staffing changes will be made to effectuate the purpose of position elimination.
- B. The Superintendent shall identify the professional personnel for termination in accordance with the following order of elimination of positions:
 - 1. Vacancies due to retirement or resignation shall be considered before eliminations take place.
 - 2. Non-tenured professional staff.
 - 3. Tenured professional staff.
- C. If the position of a teacher who has attained tenure status is eliminated by the Board of Education, such teacher will be appointed to an available position for which he or she is certified and qualified. Available positions shall include those held by non-tenured teachers.
- D. If no vacant position exists to which a tenured teacher whose position has been eliminated may be appointed and there exists more than one (1) available position held by non-tenured teachers, the Superintendent shall determine which non-tenured teacher shall be displaced. While doing so, the Superintendent may consider the following criteria:
 - 1. State Certification;
 - 2. Total longevity in the Scotland Elementary School from the most recent date of hire;
 - 3. Degree status (higher degree having higher status);
 - 4. Total teaching experience; and
 - 5. Performance as documented in the teacher's written evaluation.

Section 11.3 Policy Provision not Applicable to Promotions

Nothing herein shall require the promotion of a teacher to a position of higher rank, authority, or compensation although the teacher whose contract is to be terminated because of elimination of position is qualified or certified for the promotional position.

Section 11.4 Seniority Defined

Seniority shall mean total years of continuous teaching experience in the Scotland Elementary School from the most recent date of hire. In situations where two (2) or more tenure teachers

have equal seniority, the five (5) criteria set forth in Section 11.2, Paragraph D shall be used, in descending order, to determine which contract shall be terminated.

Section 11.5 Recall

- A. Any teacher whose contract is terminated (pursuant to Article XI - Reduction in Force) shall be eligible for recall for a period of one (1) calendar year from the date of termination of his or her contract in the event a position becomes vacant or is created and which the teacher is certified and qualified to teach. To be eligible for such recall, the teacher must provide the Superintendent with ten (10) self-addressed envelopes within five (5) days after his or her contract is terminated. If any teacher on recall is offered any position, he or she must be able to begin work within four (4) weeks from the date the notice is mailed or else waive any further recall rights.
- B. The last person whose contract is terminated shall be the first one on the recall list given notice for a position which he or she is certified and qualified to teach. In the event two (2) or more teachers are qualified and certified for a position and their contracts were terminated on the same day, the Superintendent shall determine the order of recall involving those teachers.

ARTICLE XII

LEAVES OF ABSENCE

Section 12.1 Sick Days

- A. Teachers shall be entitled to paid sick leave up to fifteen (15) working days each year. Each year's unused sick days may accumulate from year to year so long as the teacher remains continuously employed by the Board, up to a maximum of one hundred eighty (180) days. Each teacher shall be notified, in writing, of his/her accumulated sick leave at the beginning of the school year.
- B. The Board may require a doctor's certificate after five (5) consecutive days of illness. If an examination is needed in order to provide a certification, the Board shall bear the cost of such medical examination only if the teacher's insurance does not cover the examination. If the Board requires a teacher to undergo a medical examination, the Board will reimburse the teacher for the office visit co-pay.
- C. During the course of an extended leave for medical reasons, the Superintendent of Schools may periodically require the teacher to provide a statement from his/her physician indicating the anticipated date the employee will return to work, the nature of the illness or disability, and the fitness of the employee to return to work. The Superintendent may require the teacher to undergo an examination by a Board appointed physician to verify this information at no cost to the teacher.

- D. Notwithstanding any limitations in paragraphs B and C, above, the Board may require a teacher to provide medical certification of medical leave if sick leave abuse is suspected.
- E. Time taken for sick leave in amounts less than a full day will be charged to the teacher in quarter ($\frac{1}{4}$) day blocks.

Section 12.2 Personal Days

- A. Each teacher may be entitled to five (5) days of personal leave of absence with pay in each school year, except that a teacher hired on or after January 1st of any school year shall have two and a half ($2\frac{1}{2}$) days of such leave in the school year he or she is hired. Use of personal leave days shall be to attend to necessary personal business which cannot be transacted other than during work hours.
- B. Two (2) of these days may be used for any reason by teachers employed by the Board prior to July 1, 2016. Teachers employed by the Board after July 1, 2016 shall be entitled to one (1) day that can be used for any reason. To qualify for such leave, the teacher must request it through the office of the Principal stating reasons, and whenever possible, must make the request at least twenty-four (24) hours in advance. No personal days shall be taken immediately prior to or following any school vacation periods, long weekend or other blocks of time when the school is closed.
- C. Time taken for personal leave in amounts less than a full day will be charged to the teacher in quarter ($\frac{1}{4}$) day blocks.

Section 12.3 Bereavement Days

- A. Each teacher shall be entitled to four (4) bereavement days leave in the event of death in the immediate family (spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, or any member of the family residing in the teacher's home).
- B. Additionally, each teacher shall be entitled to one (1) bereavement day leave in the event of a death of a grandparent, grandchild, brother-in-law, or sister-in-law.
- C. If further leave is needed, it will be at the discretion of the Superintendent and deducted from the teacher's accumulated sick leave.
- D. All bereavement days shall be non-cumulative.

Section 12.4 Maternity Leave

- A. Maternity leave shall be granted by the Board in accordance with all applicable state and federal statutory and other law.
- B. Leaves of absence, without pay, for childrearing purposes, shall be granted by the Board of Education to tenured teachers. Such leaves shall begin within sixty (60) days of the birth or adoption. In general, this type of leave shall be limited to the remainder of the school year in which it is requested. Whenever a childrearing leave is granted in the last half of the school

year, the length of leave may be extended by the Superintendent to one (1) or more halves of the following school year if requested by the teacher. The length of the leave shall be specified whenever a leave is granted.

Section 12.5 Emergency Leave

If, and only if, the teacher is out of sick leave and personal leave days, or any other applicable paid time off, emergency leave may be granted based on individual circumstances subject to approval of the Superintendent of Schools, in his or her discretion. The Superintendent shall report any use of this leave to the Board of Education at its next meeting in executive session, as permitted by law. This leave would be granted with deduction of substitute pay.

Section 12.6 Family Illness

- A. Each teacher shall be entitled to twenty (20) family illness days per year. These days shall be deducted from the teacher's accumulated sick leave and medical certification of the need for such leave will be administered in the same manner as described in Section 12.1, above.
- B. For purposes of this Section, "immediate family" will have the same meaning as in Section 12.3, above.
- C. Time taken for family illness in amounts less than a full day will be charged to the teacher in quarter ($\frac{1}{4}$) day blocks.

Section 12.7 Jury Duty

Any teacher who is called for jury duty shall receive the necessary time off to fulfill this legal obligation. This leave of absence shall not be deducted from sick leave or from personal days.

Section 12.8 Perfect Attendance

- A. Any full-time teacher who uses no sick leave days during a school year shall receive a two hundred fifty dollar (\$250) stipend.
- B. Any full-time teacher who uses no personal leave days during a school year shall receive a two hundred fifty dollar (\$250) stipend.
- C. Payment of such stipends referenced in paragraphs A and B, above shall be made after the close of the respective school year.

ARTICLE XIII **MANAGEMENT RIGHTS**

Subject to the provisions of this Agreement, the Board of Education and the Superintendent of Schools reserve and retain all rights, authority and discretion, in the proper discharge of their

duties and responsibilities, to control, supervise and manage the schools and its professional staff. Subject to the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, the sole right, responsibility and prerogative to direct the operation of the schools in all its aspects, including but not limited to the following: to determine educational policy and maintain such educational activities as in its judgment will best serve the interests of the students; to decide the need for school facilities; to establish contracts or subcontracts for school operations; to determine the care, maintenance and operation of buildings, lands and other property used for school purposes; to employ, assign and transfer employees; to discipline, suspend or dismiss employees; to prescribe rules for the management, studies and discipline within the school; to determine the textbooks and other instructional equipment to be used; to prepare budgets and, in its sole discretion, expend monies, appropriated by the legislature or derived from other sources for the operation of the school district; and to establish, change, and enforce reasonable rules, regulations and policies concerning, among other things, conditions of employment not in conflict with this Agreement. Nothing herein shall be construed as a waiver of the Association's right to require bargaining over changes in existing policies or past practices concerning mandatory subjects of bargaining.

ARTICLE XIV

NO STRIKE

The Association agrees that there shall be no strike or concerted refusal to render services that interfere with the orderly operation of the school system during the life of this Agreement.

ARTICLE XV

STIPENDS

Section 15.1 Head Teacher

The Head Teacher shall be in charge of the Scotland Elementary School with consultation with the school administration upon the absence of all administrators. Whenever it's known that all administrators will be absent for a full day, a substitute teacher may be hired to cover the Head Teacher's class when the Head Teacher is performing administrative duties. The Head Teacher shall receive a payment of one hundred dollars (\$100) per each full day that he or she is performing administrative duties. Teachers who are interested in the Head Teacher position shall apply to the Superintendent by June 1st for the following year.

Section 15.2 Mentor Teacher

In order to receive a mentor teacher stipend, a teacher must have successfully completed an approved State Department of Education "TEAM" (Teacher Education and Mentoring) program and to actively serve as a mentor teacher during the school year. Volunteers for mentor teachers must be approved by the Superintendent.

Section 15.3

Stipend positions covered by this Agreement are set forth in Appendix C which is attached hereto and made a part of this Agreement.

ARTICLE XVI
SEVERABILITY

In the event that any provision or portion of this Agreement is ultimately ruled in valid 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 XVII
DURATION

Section 17.1

This Agreement shall take effect July 1, 2019 and will remain in full force and effect through June 30, 2022, inclusive. This Agreement contains the full and complete agreement of the parties on all bargainable issues. All prior agreements and understandings are void and of no force and effect unless specifically incorporated herein.

Section 17.2

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES:

SCOTLAND BOARD OF EDUCATION

SCOTLAND EDUCATION ASSOCIATION

By: _____
Brynn Lipstreu, Chairperson

By: _____
Lynn Johnson, Co-President

Eric Coporale, Co-President

February 5, 2019

APPENDIX A

SALARY SCHEDULE 2019-2020

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>6TH YEAR</u>
1	43,641	45,366	47,224	49,215	51,206
1a	44,475	46,200	48,058	50,050	52,041
2	45,309	47,034	48,893	50,885	52,876
2a	45,309	47,913	49,727	51,718	53,709
3	46,975	48,792	50,562	52,550	54,542
3a	47,885	49,656	51,471	53,460	55,451
4	48,794	50,519	52,380	54,370	56,360
4a	49,870	51,596	53,438	55,429	57,420
5	50,946	52,674	54,496	56,488	58,480
5a	51,906	53,731	55,571	57,563	59,555
6	52,866	54,789	56,646	58,639	60,629
6a	54,703	55,842	57,775	59,767	61,757
7	56,540	56,895	58,903	60,896	62,886
7a		58,892	60,888	62,901	64,910
8		60,889	62,874	64,906	66,935
8a			64,025	66,057	68,086
9			65,176	67,207	69,238
9a			66,624	68,681	70,736
10			68,072	70,155	72,234
10a			69,193	71,291	73,386
11			70,314	72,427	74,537
11a			71,800	73,940	76,075
12			73,286	75,452	77,613
12a			74,484	76,670	78,852
13			75,682	77,887	80,090
13a			78,131	80,390	82,649
14			80,978	83,303	85,629

Teachers who are not on the maximum step of each salary lane shall move half a step during the 2019-2020 school year.

APPENDIX A

SALARY SCHEDULE 2020-2021

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>6TH YEAR</u>
1	44,078	45,820	47,696	49,707	51,718
1a	44,920	46,662	48,539	50,551	52,561
2	45,762	47,504	49,382	51,394	53,404
2a	46,603	48,392	50,225	52,235	54,246
3	47,445	49,280	51,067	53,076	55,087
3a	48,363	50,152	51,985	53,995	56,006
4	49,282	51,024	52,903	54,914	56,924
4a	50,369	52,112	53,972	55,984	57,994
5	51,456	53,200	55,041	57,053	59,065
5a	52,425	54,269	56,126	58,139	60,150
6	53,395	55,337	57,212	59,225	61,236
6a	55,250	56,401	58,352	60,365	62,375
7	57,105	57,464	59,492	61,505	63,514
7a		59,481	61,497	63,530	65,559
8		61,498	63,502	65,555	67,604
8a			64,665	66,717	68,767
9			65,828	67,879	69,930
9a			67,290	69,368	71,443
10			68,753	70,856	72,957
10a			69,885	72,004	74,119
11			71,017	73,151	75,282
11a			72,518	74,679	76,836
12			74,018	76,207	78,390
12a			75,229	77,436	79,640
13			76,439	78,666	80,891
13a			78,912	81,194	83,475
14			82,597	84,969	87,342

Teachers who are not on the maximum step of each salary lane shall move the remainder of the previous half step during the 2020-2011 school year.

APPENDIX A

SALARY SCHEDULE 2021-2022

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>6TH YEAR</u>
1	44,778	46,548	48,454	50,498	52,540
2	46,489	48,259	50,167	52,211	54,253
3	48,199	50,064	51,879	53,920	55,963
4	50,066	51,836	53,745	55,787	57,829
5	52,274	54,046	55,916	57,960	60,004
6	54,244	56,217	58,122	60,167	62,209
7	58,013	58,378	60,438	62,483	64,524
8		62,476	64,512	66,597	68,679
9			66,875	68,959	71,042
10			69,846	71,983	74,117 ¹
11			72,146	74,314	76,479
12			75,850	78,092	80,331
13			79,553	81,869	84,183
14			83,911	86,320	88,731

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

APPENDIX B

MEDICAL/DENTAL INSURANCE BENEFITS

(for information only)

POINT OF SERVICE PLAN

BENEFIT	CENTURY PREFERRED
Cost Shares	<p>In-Network services subject to co-pays. Out-of-Network services subject to deductible and coinsurance</p> <p><u>In-Network Co-pays:</u></p> <ul style="list-style-type: none"> • Office Visit: \$30. • Emergency Room: \$150. • Outpatient Surgery: \$500. • Per Hospital Admission: \$500 per day to a maximum of \$1,500. • Walk-in: \$30. • Urgent Care: \$75. • Wellness: \$0. • Lifetime maximum: Unlimited • Out-of-pocket Maximum: \$6,350/\$12,700/\$12,700 <p><u>Out-of-Network:</u></p> <ul style="list-style-type: none"> • Calendar Year Deductible: \$500/\$1,000/\$1,500. • Coinsurance – 70%/30%. • Calendar Year Out-of-Pocket coinsurance maximum: \$5,000/\$10,000/\$15,000. • Lifetime Maximum: Unlimited.
<u>Preventive Care</u>	
Pediatric	<p>No Charge</p> <p>No age or frequency based schedule required</p>
Adult	<p>No Charge</p> <p>No age or frequency based schedule required</p>
Vision	<p>No Charge</p> <p>1 vision exam every calendar year</p>
Hearing	<p>No Charge</p> <p>1 hearing exam every calendar year</p>
Gynecological	No Charge
<u>Medical Services</u>	
Medical Office Visit	\$30 co-pay in-network
Outpatient PT/OT/Chiro/ Speech Therapy	<p>\$30 co-pay in-network</p> <p>50 visits combined</p>
Allergy Services Injections	<p>\$30 co-pay in network</p> <p>No co-pay for injections</p> <p>80 visits in 3 years</p>

APPENDIX B

(continued)

Diagnostic Lab & X-ray	No Charge
Surgery Fees	No Charge
Office Surgery	\$30 co-pay
Outpatient MH/SA	\$30 co-pay in network. No prior authorization
<u>Emergency Care</u>	
Emergency Room	\$150 co-pay (waived if admitted)
Urgent Care	\$75 co-pay
Ambulance	No Charge
<u>Inpatient Hospital</u>	<u>Note: All hospital admissions require pre-certification</u>
General/Medical/Surgical/ Maternity (Semi-Private)	\$500 co-pay per day to a maximum of \$1,500
Ancillary Services (Medication, Supplies)	Covered
Psychiatric	\$500 co-pay per day to a maximum of \$1,500 Unlimited day maximum per calendar year
Substance Abuse/Detox	\$500 co-pay per day to a maximum of \$1,500 Unlimited day maximum per calendar year
Skilled Nursing Facility	\$500 co-pay per day to a maximum of \$1,500 Covered up to 120 days
Hospice	No Charge
<u>Outpatient Hospital</u>	
Outpatient Surgery Facility Charges	\$500 co-pay
Diagnostic Lab & X-ray	No Charge
High Cost Diagnostic Test	No Charge
Pre-Admission Testing	Covered
<u>Other Services</u>	
Durable Medical Equipment	No Charge
Prosthetics	Covered
Home Health Care	200 visits per calendar year
Prescription Drugs	Commercial—Three Tier Managed Rx: \$5 Generic/\$25 Brand/\$40 Non-preferred Brand Mail Order: \$10 Generic/\$50 Brand/\$80 Non-preferred Brand (2 times co-pay) 30 Days Retail/90 Days Mail Order Unlimited Maximum.
Infertility	Place of service co-pay applies

APPENDIX B

(continued)

POINT OF SERVICE HDHP PLAN

Cost Shares	<p style="text-align: center;">No Office Visit Maximum</p> <p style="text-align: center;">In-Network services subject to deductible</p> <p>Deductible: \$2,500/\$5,000 (shared with Out-of-Network)</p> <p>Member's Co-insurance after deductible: \$0</p> <p>Out-of-Pocket Maximum: \$2,500/\$5,000</p> <p>Preventive Care not subject to deductible</p> <p style="text-align: center;">Out-of-Network services subject to deductible and co-insurance</p> <p>Deductible: \$3,500/\$7,000 (shared with In-Network)</p> <p>Member's Co-insurance after deductible: 70%/30%</p> <p>Out-of-Pocket Maximum: \$5,000/\$10,000</p> <p>Lifetime Maximum: Unlimited</p>
<u>Preventive Care</u>	
Pediatric	<p>100%--no deductible</p> <p>No age or frequency based schedule required</p>
Adult	<p>100%</p> <p>No frequency or age restrictions</p>
Gynecological	<p>100%</p> <p>No frequency or age restrictions</p>
Immunization & Vaccinations	100%--no deductible
<u>Medical Services</u>	
Medical Office Visit	No charge after plan deductible
Therapy	No charge after plan deductible
Outpatient FT/OT/Speech	60 visits combined per calendar year
Chiropractic Care	12 combined visits per year
Allergy Services	
Injections	No charge after plan deductible
Diagnostic Lab & X-ray	No charge after plan deductible
Surgery Fees	No charge after plan deductible
Office Surgery	No charge after plan deductible
Outpatient MH	No charge after plan deductible
<u>Emergency Care</u>	
Emergency Room	No charge after plan deductible
Urgent Care	No charge after plan deductible
Ambulance	No charge after plan deductible
<u>Inpatient Hospital</u>	<u>Note: All hospital admissions require pre-certification</u>
General/Medical/Surgical/ Maternity (Semi-Private)	No charge after plan deductible

APPENDIX B

(continued)

Ancillary Services (Medication, Supplies)	No charge after plan deductible
Psychiatric	No charge after plan deductible
Substance Abuse/Detox	No charge after plan deductible
Skilled Nursing Facility	No charge after plan deductible
Hospice	No charge after plan deductible
<u>Outpatient Hospital</u>	
Outpatient Surgery Facility Charges	No charge after plan deductible
Diagnostic Lab & X-ray	No charge after plan deductible
Pre-Admission Testing	No charge after plan deductible
<u>Other Services</u>	
Durable Medical Equipment	No charge after plan deductible Unlimited maximum per calendar year
Prescription Drugs	Commerical-Three (3) Tier Managed Rx. After the exhaustion of the deductible, prescription drugs shall be subject to the following co-payments: \$5 Generic/\$25 Brand Name/\$40 Non-preferred Brand Name Mail Order: (2 times the co-pay, i.e. \$10 Generic/\$50 Brand Name/\$80 Non-preferred Brand Name) 30 Days Retail/90 Days Mail Order Unlimited Maximum
Infertility	No charge after plan deductible

APPENDIX B (continued)

Dental Plans

Premium: Unlimited Maximum, Without Orthodontic Coverage

DENTAL PLAN BENEFITS SUMMARY

Participating Provider (In-Network Level Of Benefits)	Non-Participating Provider (Out-of-Network Level Of Benefits)***	Care Category	Description By Illustration, Not By Limitation
100%	100%	Diagnostic	Oral examination, diagnostic casts
100%	100%	X-Rays	Complete mouth x-rays, periapical x-rays, bitewing x-rays, panoramic x-rays.
100%	100%	Preventive	Prophylaxis, fluoride applications, space maintainers.
100 %	100%	Restorative**	The treatment of tooth decay by the use of amalgam and/or composite restorations.
0%	0%	Restorative-Crowns**	The use of gold, semiprecious, or nonprecious metals to restore a tooth or teeth which cannot be restored with amalgam or composite restorations.
100%	100%	Endodontics**	The treatment of the diseases of the nerve of the tooth.
0%	0%	Periodontics**	The treatment of the supporting tissues of the teeth, gums, and underlying bone, with either surgical or non- surgical procedures (where applicable).
0%	0%	Prosthetics Removable**	The replacement of missing teeth by the use of a removable appliance.
100%	100%	Prosthetics Adjustment**	The repair or modification of existing removable and/or fixed appliances so that they can continue to be serviceable.
0%	0%	Prosthetics Fixed, Implants**	The use of gold, semiprecious, precious metals or implants to replace a missing tooth or teeth, which cannot otherwise be replaced with a removable appliance.
100%	100%	Extractions**	The extraction, either simple or surgical, of either a single tooth or multiple teeth, the shaping of bone ridges, the removal of a tooth end abscess, etc.
0%	0%	Bony Impactions**	The surgical removal of teeth partially or fully covered by bone.
0%	0%	Orthodontics**	The straightening of teeth for dental health reasons.
100%	100%	General Services**	All other adjunctive general services as coded in the American Dental Association (ADA) Current Dental Terminology, which are not included in the specific categories listed, that are covered services.

DEDUCTIBLES AND MAXIMUMS

Participating Provider (In-Network Level Of Benefits)	Non-Participating Provider (Out-of-Network Level Of Benefits)***	
Unlimited	Unlimited	Annual Maximum Per Individual
\$0.00	\$0.00	Annual Deductible Per Individual
\$0.00	\$0.00	Annual Deductible Per Family
\$0.00	\$0.00	Orthodontic Lifetime Maximum Per Individual

Benefit year effective date: July 1, 2015

As used herein, "Annual" means the benefit year in which dental care services are performed.

* For those subscribers and their families electing to be served by a non-participating provider; submitted claims will be processed at any time during the benefit year and reimbursements will be made at the level of coverage listed under "Non-Participating Provider (Out-Of-Network Level Of Benefits)" and in amounts up to the schedule of allowances paid to participating provider. Payments will be limited to the individual annual maximum listed above or that portion of the individual annual maximum, which may be remaining if care had previously been provided during the benefit year by a participating provider, subject to the plan's deductibles and standard exclusions and limitations.

** Care Category (ies) of coverage the deductible applies to.

APPENDIX B

(continued)

Dental Plans

Premium: \$2,000 Maximum, Without Orthodontic Coverage
DENTAL PLAN BENEFITS SUMMARY

Participating Provider (In-Network Level Of Benefits)	Non-Participating Provider (Out-of-Network Level Of Benefits)"	Care Category	Description By Illustration, Not By Limitation
100%	100%	Diagnostic	Oral examination, diagnostic casts
100%	100%	X-Rays	Complete mouth x-rays, periapical x-rays, bitewing x-rays, panoramic x-rays.
100%	100%	Preventive	Prophylaxis, fluoride applications, space maintainers.
80 %	80%	Restorative**	The treatment of tooth decay by the use of amalgam and/or composite restorations.
50%	50%	Restorative-Crowns**	The use of gold, semiprecious, or nonprecious metals to restore a tooth or teeth which cannot be restored with amalgam or composite restorations.
80%	80%	Endodontics**	The treatment of the diseases of the nerve of the tooth.
50%	50%	Periodontics**	The treatment of the supporting tissues of the teeth, gums, and underlying bone, with either surgical or non- surgical procedures (where applicable).
50%	50%	Prosthetics Removable**	The replacement of missing teeth by the use of a removable appliance.
80%	80%	Prosthetics Adjustment**	The repair or modification of existing removable and/or fixed appliances so that they can continue to be serviceable.
50%	50%	Prosthetics Fixed, Implants**	The use of gold, semiprecious, precious metals or implants to replace a missing tooth or teeth, which cannot otherwise be replaced with a removable appliance.
80%	80%	Extractions**	The extraction, either simple or surgical, of either a single tooth or multiple teeth, the shaping of bone ridges, the removal of a tooth end abscess, etc.
50%	50%	Bony Impactions**	The surgical removal of teeth partially or fully covered by bone.
0%	0%	Orthodontics**	The straightening of teeth for dental health reasons.
80%	80%	General Services**	All other adjunctive general services as coded in the American Dental Association (ADA) Current Dental Terminology, which are not included in the specific categories listed, that are covered services.

DEDUCTIBLES AND MAXIMUMS

Participating Provider (In-Network Level Of Benefits)	Non-Participating Provider (Out-of-Network Level Of Benefits)"	
	\$2,000	Annual Maximum Per Individual
	\$50.00	Annual Deductible Per Individual
	\$150.00	Annual Deductible Per Family
	\$0.00	Orthodontic Lifetime Maximum Per Individual

Benefit year effective date: July 1, 2015

As used herein, "Annual" means the benefit year in which dental care services are performed.

* For those subscribers and their families electing to be served by a non-participating provider; submitted claims will be processed at any time during the benefit year and reimbursements will be made at the level of coverage listed under "Non-Participating Provider (Out-Of-Network Level of Benefits)" and in amounts up to the schedule of allowances paid to participating provider. Payments will be limited to the individual annual maximum listed above or that portion of the individual annual maximum, which may be remaining if care had previously been provided during the benefit year by a participating provider, subject to the plan's deductibles and standard exclusions and limitations.

** Care Category (ies) of coverage the deductible applies to.

APPENDIX C

STIPEND SCHEDULE 2019 – 2022

Section C-1 Activities and Rate of Pay

	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
A. Drama Club:	\$769	\$769	\$769
B. Chorus:	\$1,389	\$1,389	\$1,389
C. Garden Club:	\$556	\$556	\$556
D. Memorial Day Parade	\$100	\$125	\$150
E. Three (3) week summer session:	\$1,590	\$1,590	\$1,590

Section C-2

- A. This Agreement in no way limits any existing rights or discretion of the Board's, including but not limited to determining whether club, Science Fair, or summer session activities will take place in the first instance.
- B. Any stipend position must be approved by the Board. Payment for such positions will be negotiated with the SEA. Board means "the Board", and not any of its designees.