

**PROFESSIONAL AGREEMENT**

**between the**

**THOMASTON EDUCATION ASSOCIATION**

**and the**

**THOMASTON BOARD OF EDUCATION**

**July 1, 2016 - June 30, 2019**

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## **INTRODUCTION**

This Agreement is between the THOMASTON BOARD OF EDUCATION (Hereinafter referred to as the "Board") and the THOMASTON EDUCATION ASSOCIATION (Hereinafter referred to as the "T.E.A.") affiliated with the Connecticut Education Association and the National Education Association.

### **ARTICLE 1** **GENERAL**

- 1.1 This agreement is negotiated under the General Statutes of the State of Connecticut, as amended in order to fix for its term the salaries and other conditions of employment.
- 1.2 Mutually consented change to this Agreement shall be in writing and in accordance with the consultation procedure provided herein.
- 1.3 This Agreement shall be binding upon the Board, and its successors, assignees, transferees, or appointees and the T.E.A.
- 1.4 The T.E.A. shall have printed and shall present to the Board a single copy of the completed text of this agreement or and successor agreement.

### **ARTICLE 2** **RECOGNITION**

- 2.1 The Board recognizes the T.E.A. as the exclusive bargaining representative for all certified professional employees of the Board who are employed in positions requiring a teaching or other certificate or those holding a durational shortage area permit and who are not included in the administrators unit or excluded from the purview of the General Statutes of the State of Connecticut inclusive.
- 2.2 All teachers in any capacity shall be free from discrimination, coercion or intimidation by either party hereto in all matters pertaining to T.E.A. activities. There shall be no reprisals of any kind directly or indirectly taken against any teacher by reason of his membership or non-membership in the T.E.A. or participation in its activities.

### **ARTICLE 3** **CONSULTATION AND AMENDMENT PROCEDURE**

- 3.1 Informal meetings may be held between the negotiation teams of each organization if requested by either.

- 3.2 This agreement shall not be altered, amended, or changed except in writing signed by both the Board and the T.E.A., which amendment shall be appended hereto and become a part hereof. In all matters outside this agreement calling for the exercise of judgement or discretion on the part of the Board, the decision of the Board shall be final and binding.

#### **ARTICLE 4** **CONTRACTS**

- 4.1 Upon initial employment, a teacher will be given a contract stating that the teacher will be employed as a certified professional employee of the Board with salary and working conditions as determined by collective negotiations agreement. Said contract shall not be terminated unless for just cause or determination by statute.
- 4.2 A statement of each Special Extra Assignment which shall be made available to the president of the T.E.A. on or before October 31<sup>st</sup>.
- 4.3 Under the "Teachers Initial Contract" and "Teacher's Long Term Contract", a teacher may resign for good reason by submitting thirty (30) calendar days written notice.

#### **ARTICLE 5** **PROGRAM COORDINATORS**

- 5.1 Every effort will be made to assign Program Coordinators and Team Leaders if any, no more than twenty-five teaching periods a week except for high school science program coordinator, who will not exceed twenty-eight (28) sections including science laboratory sections. They shall have one (1) period a day or five (5) periods a week to discharge the responsibilities of their position, in addition to preparation periods.
- 5.2 Compensation shall be paid per Appendix K.
- 5.3 Program coordinators, and/or team leaders shall be allotted adequate storage space for materials under lock and key.
- 5.4 High School program coordinators shall have no supervisory or miscellaneous duties in grades K-6.
- 5.5 Each team leader, program coordinator and head teacher shall be provided with a job description each school year.

**ARTICLE 6**  
**PROTECTION OF TEACHERS**

- 6.1 If criminal, civil or administrative proceedings are brought against a teacher alleging that he/she committed an assault in connection with his/her employment, the Board shall reimburse the teacher for attorney's fees as provided by a competent legal counsel, acceptable to both parties, if it is determined the teacher was acting as an agent of the Board, and performing under the rules and regulations of said Board.
- 6.2 Teachers shall not be held responsible for students' belongings and monies lost or stolen.

**ARTICLE 7**  
**GRIEVANCE OF TEACHERS**

- 7.1 **Purpose**
- 7.1.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise in areas covered by this Agreement affecting teachers. Both parties agree that proceedings shall be kept as confidential as is appropriate.
- 7.2 **Definitions**
- 7.2.1 Grievance shall mean a claim by a teacher or a group of teachers that there has been a violation, a misinterpretation or a misapplication of the provisions of this Agreement. A grievance filed on behalf of more than one teacher will be filed as a T.E.A. grievance. Individual teachers will be identified at the discretion of the Association. If in the judgement of the T.E.A. a grievance affects a group or class of teachers the T.E.A. may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.
- 7.2.2 Parties in interest shall include the person or persons making the claim including their designated representative as provided for herein, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
- 7.2.3 Days shall mean days when school is in session. In the summer, days shall mean legal business days.

7.3. **Time Limits**

7.3.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. In the event a grievance is filed on or after June 1<sup>st</sup>, the time limits set forth herein should be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable. The time limits specified may, however, be extended by written agreement of the parties in interest.

7.3.2 If a teacher does not file a grievance in writing, at the appropriate level: i.e., that level at which the action has arisen which caused the grievance to be initiated, within twenty days after he/she knew, or should have known, of the act or conditions on which the grievance is based, then the grievance shall be considered waived.

7.3.3 Failure 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.

7.4 **Informal Procedures**

7.4.1 If a teacher feels that he/she may have a grievance, he/she may first discuss the matter at a mutually agreed time and place with his/her principal or other appropriate administrator in an effort to resolve the problem informally.

7.4.2 If the teacher is not satisfied with such disposition of the matter, he/she shall have the right to have the T.E.A. assist him/her in further efforts to resolve the problem informally with the principal or other appropriate administrator.

7.5 **Formal Procedures**

7.5.1 **Level One - School Principal**

If an aggrieved teacher is not satisfied with the outcome of informal procedures, or if he/she has elected not to utilize such procedures, he/she may present his/her claim as a written grievance to his/her principal or other appropriate administrator.

7.5.1.2 The principal shall, within five (5) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the T.E.A. President.



7.5.2 **Level Two - Superintendent of Schools**

7.5.2.1 If the aggrieved teacher is not satisfied with the disposition of her/his grievance at Level One, he/she may, within six (6) days after the decision, or within nine (9) days after his/her formal presentation, file his/her written grievance with the Superintendent of Schools.

7.5.2.2 The Superintendent shall, within five (5) days after receipt of the grievance, meet with the aggrieved teacher and with representatives of the T.E.A. for the purpose of resolving the grievance. Grievance records of such hearing shall be kept by the Superintendent and made available to the parties in interest upon written request.

7.5.2.3 The Superintendent shall, within (3) days after the hearing, render his/her decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the T.E.A. President.

7.5.3 **Level Three - Board of Education**

7.5.3.1 If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within six (6) days after the written decision, or within nine (9) days after the hearing, file the grievance with the Board of Education.

7.5.3.2 The Board shall, within (10) days after receipt of the appeal, meet with the aggrieved teacher and with representatives of the T.E.A. for the purpose of resolving the grievance. Grievance records of such hearing shall be kept by the Superintendent and made available to the parties in interest upon written request.

7.5.3.3 The Board shall, within three (3) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the T.E.A. President.

7.5.4 **Level Four - Arbitration**

7.5.4.1 If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Three, he/she may, within six (6) days after the decision, or within nine (9) days after the Board meeting, submit the grievance to arbitration by so notifying the Board and the American Arbitration Association.

An arbitrator shall be chosen pursuant to the Voluntary Labor Rules of the American Arbitration Association.

- 7.5.4.3 The arbitrator shall render his/her decision in writing to all parties in interest, setting forth his findings of fact, reasoning, and conclusions on the issues submitted, within thirty (30) days.
- 7.5.4.4 The costs for the services of the arbitrator shall be borne equally by the Board and the T.E.A.
- 7.5.4.5 Teachers attending proceedings before an arbitrator, when held during school hours at the request of the Board, shall be given personal leave for time so spent and not charged for personal leave.
- 7.5.4.6 Teachers attending proceedings before an arbitrator, when held during school hours at the request of the Board, shall be given personal leave for time so spent and not charged for personal leave.

7.6 **Rights of Teachers to Representation**

- 7.6.1 No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.
- 7.6.2 Any party in interest may be represented at Level Two and Three of the formal grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or by an officer of any teacher organization other than the T.E.A. When a teacher is not represented by the T.E.A., the T.E.A. shall have the right to be present and to state its views at all stages of the procedure.
- 7.6.3 The T.E.A. may, if it so desires call upon the professional services of the Connecticut Education Association for consultation and assistance at any stage of the procedure.

7.7 **Miscellaneous**

- 7.7.1 All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate folder from the personnel files of the participants.
- 7.7.2 Forms for filing and processing grievances, and other necessary documents, shall be provided by the Superintendent, with the approval of the T.E.A. and made available through the T.E.A. so as to facilitate operation of the grievance procedure. See Appendix GF1-6.
- 7.7.3 Failure to communicate the decision at any step within the specified time limits shall be considered a denial of the grievance.

- 7.8 Title IX Grievance procedure added to the contract for informational purposes only.

### **ARTICLE 8**

#### **EVALUATION REPORTS AND ADMINISTRATIVE SUPERVISION OF TEACHERS**

- 8.1 A representative of the T.E.A. may, at the request of the teacher, accompany the teacher in this review of supervisory records and reports of competence, personal character and efficiency maintained in his/her personnel file with reference to evaluation of his/her performance in such school district.
- 8.2 Any complaints by a parent of a student, or any persons directed toward a teacher and deemed serious enough to become matter of formal record shall be promptly called to the attention of the teacher. Teachers are entitled to know the identity or source of all such complaints. A request from a parent or guardian that a student not be placed in a teacher's classroom will not be considered a complaint. Multiple requests, however, may be used as part of the evaluation and/or discipline process and will be viewed as a complaint, if used for such purposes.
- 8.2.1 No material derogatory to a teacher's conduct, service, character, or personality shall be placed in a teachers personnel file, unless the teacher has had an opportunity to read the material and affix his/her signature on the actual copy to be filed, with the understanding that the signature merely signifies he/she has read the material to be filed and does not necessarily indicate agreement with its content.

### **ARTICLE 9**

#### **MATERIALS AND INFORMATION**

- 9.1 The Board shall consider the recommendation of the textbook selection committee.
- 9.2 Teachers shall be provided in writing at the beginning of the school year with the names of pupils suffering from physical and emotional problems. Teachers shall receive a health report within five (5) days after enrollment during the school year on all students suffering from physical or emotional problems.

### **ARTICLE 10**

#### **CURRICULUM REVISION**

- 10.1 Curriculum development and the updating of curriculum guides are among the basic responsibilities of the teaching staff, and shall be performed by the teaching staff in conjunction with and at the direction of the school administration. It is expressly understood, however that the final determination on curriculum revision or adoption lies solely with the Thomaston Board of Education.

10.2 Substitutes shall be used to enable teachers working on curriculum revision to draft, in writing, curriculum or attend meetings regarding curriculum revision, if revisions take place during the school day.

10.3 Teachers working on curriculum revision during the summer shall be compensated at a rate calculated by the BA minimum divided by the teacher work day ~~of seven (7) hours~~ as described in Article 13.1.

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### ARTICLE 11 EMPLOYMENT YEAR

11.1 The teacher year will be one hundred eighty five (185) days. Should the teacher employment year exceed these limits in each of the school years, the teacher shall be compensated at the per diem rate of their annual salary for each additional day worked.

### ARTICLE 12 PAY SCHEDULE

12.1 Each teacher shall be paid on every other Friday (biweekly, beginning the Friday after the opening of school).

12.1.1 His/her annual salary to be divided into twenty-six (26) equal payments, each of the first twenty-two (22) payments to be made on the aforementioned bi-weekly basis. The 22<sup>nd</sup> payment to be made on the last day of school, and the remaining four (4) payments are to be made by the last Friday in June, or opt to receive twenty-six (26) equal payments bi-weekly throughout the calendar year. Checks through the summer shall be sent to any designated address. He/she may also opt to receive his/her total annual salary divided into twenty-two (22) equal payments contingent upon notice by June 1<sup>st</sup>.

12.2 In the event a pay day shall fall on a school holiday, teachers shall be paid on the day prior to the holiday.

12.3 The Board will provide direct deposit for each teacher.

### ARTICLE 13 SCHOOL DAY

13.1 For the 2016-2017 and 2017-2018 contract years, the teacher work day shall be seven (7) hours and fifteen (15) minutes at the elementary schools and seven (7) hours and ten (10) minutes at the high school.

For the 2018-2019 contract year, the teacher work day shall be seven (7) hours and fifteen (15) minutes at the elementary schools and at the high school.

- 13.2 Should the length of the teachers' work day be increased, the parties will negotiate the amount of additional compensation.

**ARTICLE 14**  
**TEACHING ASSIGNMENT**

- 14.1 Teachers initially employed by the Board shall receive their building grade and/or subject assignments from the Superintendent's office.
- 14.2 Teachers already in the system shall receive notification in writing of their assignments and programs for the ensuing school year no later than June 1<sup>st</sup> of the current school year. If changes to the initial assignment, program or schedule occur after the teachers' initial assignment, program or schedule has been provided, teachers affected shall be notified in writing by August 1<sup>st</sup>, whenever feasible.
- 14.3 Teachers shall be notified in writing of any changes in their programs and schedules for the ensuing school year.
- 14.4 In the determination of assignments the convenience and wishes of the teacher shall be considered.
- 14.5 In arranging schedules for teachers who are assigned to more than one school, every effort shall be made to limit the amount of inter-school travel. Such teachers shall be notified in writing of any changes in their schedules by four (4) weeks prior to the close of the current school year.
- 14.6 Teachers shall not be responsible for bus supervision to sporting events.
- 14.7 The parties understand the needs of parents and teachers to be able to confer with one another about students. In order to facilitate fulfillment of these mutual needs and obligations, each teacher should be available for conferences with parents or guardians during school conference days, school conference evenings, and at mutually agreeable times. In addition to school conference days, there will be three (3) evening conferences during each academic year. Such evening conferences shall include conferences, open houses or parent night called by the Administration. The dates of the conferences shall be established by the Thomaston Board of Education. The parties agree that the language set forth in Article 19, Section 19.1 shall not apply to conferences with parents or guardians.
- 14.7.1 On conference days teachers shall be allowed to leave the building when not scheduled for conferences.

14.7.2 Teachers shall be provided with parent teacher conference schedules two (2) days before the scheduled conference.

On conference days teachers shall have a lunch of not less than sixty (60) minutes. Such sixty (60) minutes shall not be contiguous. Rather, thirty (30) minutes shall be during the normal lunch hours and thirty (30) minutes shall be post-dismissal.

14.8 Residence shall not be claimed as the reason for not participating in school activities in the town or school district.

14.9 Teachers new to the system will be required to attend orientation sessions without additional remuneration.

14.10 The number of rooms to which a teacher is assigned shall be kept at a reasonable minimum.

#### **ARTICLE 15** **CLASS SIZE**

15.1 The Board and the T.E.A. recognize that class size is an important factor in good education and will, whenever possible, subject to space availability and all other educational considerations, insure that class size is limited to that which is most effective for both teachers and pupils. Prior to making a decision to increase current class size, the T.E.A. shall be granted an opportunity to provide input for the consideration of the Board. However, the final decision as to class size will be made by the Board in the best interest of all students.

15.2 Delegates of the T.E.A. will request and meet with the Superintendent relative to class size.

#### **ARTICLE 16** **TEACHING PERIODS**

16.1 Academic subject area middle and high school teachers shall not be assigned more than five (5) teaching periods per day, wherever feasible.

16.2 Teachers teaching under a secondary school certificate, wherever possible shall not be required to teach more than two subjects or to have more than three teaching preparations within said subjects or combination of subjects at any one time.

Teachers teaching under an elementary certificate in grades five (5) through eight (8) wherever possible, shall teach language arts and mathematics and/or social studies and science, with no more than three preparations.

- 16.3 All elementary classroom teachers shall have, in addition to their lunch period, five (5) preparation periods per week. These shall be scheduled for that time when the specialist teacher is scheduled for the class. All elementary specialist teachers shall have, in addition to their lunch period, at least three to five (5) preparation periods per week. The number of preparation periods for elementary specialist teachers shall be determined by the administration. The classroom teacher shall be asked to substitute for the specialist only on the unanticipated first days' absence of the specialist. If these specialists are eliminated, these preparation periods will remain intact.
- 16.4 Preparation periods are for the purpose of preparing assignments and other school related activities. Teachers may leave the building, provided the teacher notifies the school office beforehand. At such time, while off school property and any other time the teacher leaves the building for personal matters, he/she will not be considered to be acting within the scope of his/her employment unless performing school related business and will not be considered on work time.

**ARTICLE 17**  
**TEACHER TRANSFERS**

**TRANSFERS SHALL BE SUBJECT TO THE FOLLOWING RULES:**

- 17.1 **Definition:** A transfer is the placement in a different certification area, or level (elem., middle, high, system wide) or school.
- 17.2 The transfer of teachers shall be the responsibility of the Superintendent who will make reasonable effort to satisfy teachers' requests as long as they do not conflict with the best interests of the school system and pupils.
- 17.3 **Involuntary Transfers**
- 17.3.1 There shall be no involuntary transfer of a teacher before a meeting has been held between the teacher and the Superintendent or his designee to discuss the reason(s) for transfer.
- 17.3.2 An involuntary transfer shall be made only after a meeting, between the teachers involved and the Superintendent, at which time the teacher shall be notified of the reason(s) for the transfer.

17.4 Voluntary Transfers

17.4.1 Prior to posting a position due to a vacancy, the principal may reassign teachers within his building. In the event that the principal decides not to reassign a teacher to fill the vacancy, he shall post such position for not less than ten (10) days. The posting shall be posted in each building available to all teachers and will be posted on the Thomaston Public Schools website.

17.4.2 Teachers who desire to voluntarily transfer to another building shall file a written statement of such desire with the Superintendent, not later than ~~one (1) week~~ ten (10) days after the teacher has received notice of a vacancy. Such statement shall include the grade and/or subject to which the teacher desires to be assigned or the school or schools (in order of preference, if the teacher has preferences) to which he/she desire to be transferred.

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Any teacher interested in a change, when no position is posted, should submit this information to the Superintendent of Schools. This information will be kept on file for one (1) year.

17.4.3 Where two (2) or more applicants for a position are substantially equal in experience qualifications, the applicant with the greatest amount of seniority in the Thomaston Public Schools shall be given preference.

17.4.4 No new hiring shall occur until all transfer requests have been honored or denied. Any vacancies that occur in the summer will be forwarded to the T.E.A. President and posted in each school.

17.5 Notice of transfer shall be given to the teacher as soon as practicable and under normal circumstances not later than June 1<sup>st</sup>.

17.6 Vacancies of position which are caused by death, retirement, discharge, resignation, or by the creation of a new position shall be filled pursuant to the following procedures:

17.6.1 The existence of vacancies of position shall be adequately publicized by a notice in every school and via the Thomaston Public Schools website as far in advance of the date of filing such vacancy as possible. At all times, consideration will be given to present qualified staff members who have evinced an interest in the vacated position.

17.6.2 Said notice of vacancy of position shall clearly set forth the qualifications for the position.

17.6.3 Teachers who desire to apply for such vacancies of position shall file their applications in writing with the Superintendent.



- 17.6.4 Such vacant positions shall be filled on the basis of qualification for the vacant position, provided, however, that where two or more applicants are equal in qualification, the applicant with the greatest amount of seniority in the system shall be given the preference.
- 17.7 During July and August the Superintendent shall notify the T.E.A. President in writing of any vacancy within five (5) days of such vacancy and not less than ten (10) days prior to filling said positions.

**ARTICLE 18**  
**AFTER SCHOOL MEETINGS**

- 18.1 If a teacher is scheduled, assigned, or otherwise required to attend meetings, outside of the work day, in excess of two (2) hours per week, the Board shall compensate the teacher at his or her per diem pro rate.

**ARTICLE 19**  
**GUIDANCE AND CLERICAL RESPONSIBILITIES**

- 19.1 Guidance Department shall be responsible, for scoring, interpreting, and recording on pupil report cards all series of scheduled standardized tests as scheduled by guidance department.
- 19.2 Any teachers who need to have their mid-year and final exams typed and/or run off must arrange for this at least for (4) school days before exam is to be given.
- 19.3 High school guidance personnel will work at least eight (8) and up to ten (10) days beyond the work year of one hundred eighty ~~four~~ five (184185) days. Normally, three (3) days will be assigned consecutively immediately prior to the commencement of the student school year and five (5) days will assigned consecutively at the conclusion of the student school year. Additional days, if any, will be determined by the administration, upon consultation with the Association, and will be compensated at their per diem rate.

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Patricia Henderson

**ARTICLE 20**  
**DUTY FREE LUNCH**

- 20.1 If the duty free lunch period is shortened for any bargaining unit members, from the length of the duty free lunch period in school year 1984-85 the Board shall compensate the teacher at his/her per diem rate divided by seven hours, equals per hour rate of pay.

- 20.2 All teachers shall be permitted to leave the school for the duration of their lunch period. Those teachers wishing to leave the building shall notify the school office beforehand. At such time and any other time the teacher leaves the building for personal matters, he/she, while off school property, will not be considered to be acting within the scope of his/her employment unless performing school related business and will not be considered on work time.
- 20.3 No teacher shall be required to perform cafeteria duty.

**ARTICLE 21**  
**TEACHER FACILITIES**

**TO THE EXTENT FEASIBLE IN EXISTING BUILDINGS THE BOARD SHALL PROVIDE:**

- 21.1 Teachers rooms adequately lighted, ventilated, and furnished to be used as a faculty lounge.
- 21.2 Well lighted and clean teachers rest rooms.
- 21.3 A system whereby teachers can effectively and expeditiously communicate with the main office in the event of an emergency.
- 21.4 All new schools or additions shall be designed to include all of the above facilities and the T.E.A. shall be invited to take part of the planning hereof.

**ARTICLE 22**  
**T.E.A. PRIVILEGES**

- 22.1 There will be one (1) bulletin board in each school building, which will be placed in the faculty lounge, for the purpose of displaying notices, circulars, and other T.E.A. material. Copies of such material shall be given to the building principal upon his/her request.
- 22.2 Computers, printers and copiers shall be made available for the use of teachers in school preparing instructional materials and for school or T.E.A. business.
- 22.3 At reasonable times, the T.E.A. shall have the right to use designated areas in school buildings for meetings of teachers, provided that there is no interference with any scheduled school activities. The use of such designated area shall be arranged with the principal in advance. All requests for building use shall conform to Board rules and regulations, provided, however, that there shall be no cost to the T.E.A. for such meetings so long as no additional custodial cost to the Board is involved.

- 22.4 The T.E.A. may distribute to teachers within the schools materials dealing with proper and legitimate business of the T.E.A. except during class time.
- 22.5 Officers and building representatives of the T.E.A. may request of the Superintendent that they may be granted professional leave to attend meetings and workshops held by the Connecticut Education Association and/or by the National Education Association. Such leave days shall not exceed an aggregate total of five (5) for each school year.
- 22.6 The Board shall comply with any reasonable request by the T.E.A. for available information, excluding confidential personal records, possessed by the Board which is relevant to the processing of any grievance by the T.E.A. or to the negotiation by the T.E.A. and the Board of any condition of employment.
- 22.7 The T.E.A. President shall be provided with a copy of the Official Agenda of each regular School Board meeting prior to such meeting. The T.E.A. shall be provided with copies of the official minutes of each regular Board meeting as soon as possible after the approval of said minutes by the Board.
- 22.8 Any teacher elected president of the National Education Association or its Department of Classroom Teachers, or president of the Connecticut Education Association shall, upon his written request to the Superintendent of Schools, be granted an unpaid leave of absence with full privileges not to exceed two (2) year duration for the purpose of discharging the duties of such office.
- 22.9 When it is necessary, and subject to the approval of the Superintendent of Schools, during the school year, pursuant to the grievance procedure of this Agreement, for T.E.A. representatives to investigate a grievance during a school day, they shall, upon advance written notice to their principals, be released for this purpose therefore with pay and without charge against any leave.
- Any teacher whose appearance at a grievance hearing is necessary shall be released without loss of pay and without charge against any leave.
- 22.10 Due to the nature of his/her work the President of the T.E.A. shall be relieved of bus, detention, and lunch duties.

**ARTICLE 23**  
**SUMMER SCHOOL**

- 23.1 Following such consultation and determination by the Board of the summer program for the year, the Board will adequately publicize its general scope and content and the positions to be filled by teachers in writing on an individual basis, as early in the year as feasible.

23.2 Openings shall be filled on the basis of competence and experience and preference shall be given to applicants from the regularly appointed staff in the Thomaston School system.

23.3 These provisions apply to Board required summer school programs:

23.3.1 Positions in those programs shall be filled first by teachers regularly employed in the school system.

23.3.2 In filling such positions, consideration shall be given to the teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the system and prior experience in these programs, if any.

23.3.3 All openings for these positions shall be listed as early as possible so interested teachers may apply.

23.3.4 Teachers who are required to teach in summer school shall be compensated at his/her per diem rate.

23.4 These provisions apply to voluntary summer school:

Compensation shall be at a rate calculated by the BA minimum divided by the teacher work day ~~of seven (7) hours~~ as described in Article 13.1.

Scrivener's Error  
Initialed:  
Francine Coss  
Patricia Henderson

## ARTICLE 24 LEAVES

24.1 Sick Leave

24.1.1 Unused sick leave shall be accumulated from year to year at the rate of fifteen (15) days per year so long as the employee remains continuously in the service of the same Board of Education, and as authorized by such Board, but such authorized accumulation of sick leave shall not be more than one hundred seventy five (175) school days.

24.1.2 For absence for sickness beyond granted leave, employees shall receive the difference between their substitute's pay and their regular salary for a period up to forty five (45) school days. Such forty five (45) days shall be the maximum amount of days per school year per teacher.

24.1.3 Each staff member is to receive a statement of accumulated days to date if requested.

24.1.4 The School Administration may require a medical report of illness, signed by a physician after five (5) or more consecutive days absence for illness.

24.2 **Jury Duty**

24.2.1 Any teacher who is called for jury duty shall notify the Superintendent immediately upon receipt of notice and receive the necessary leave to fulfill this obligation if he/she is not released from such jury duty. During such absence, the teacher shall receive his/her daily rate of pay less the amount the teacher received as jury fee.

24.3 **Sabbatical Leave**

24.3.1 A committee selected by the T.E.A. including the Superintendent shall review and approve worthwhile programs or independent work subjects for consideration by Board and its possible approval.

24.3.2 No more than two (2) persons shall be absent on sabbatical leave at any one time.

24.3.3 Requests for sabbatical leave must be received by the Committee and Superintendent in writing on such form as may be required no later than December 31<sup>st</sup> of the year preceding the school year in which the sabbatical is requested. It is understood that the deadline of December 31<sup>st</sup> shall be waived at the discretion of the Committee and the Superintendent when fellowships, grants or scholarships awarded later in the year make such a deadline unreasonable.

24.3.4 The teacher shall be eligible for an initial sabbatical leave after at least seven (7) consecutive full school years of active service in the system, the last three (3) of which shall be consecutive. A second sabbatical may be granted after a ten (10) year period.

24.3.5 A sabbatical leave shall be for a full academic year and the professional staff member shall be paid the B.A. minimum for the year the leave is granted.

24.3.6 A teacher returning from sabbatical leave shall be placed on the appropriate step on the salary schedule as though he/she had been in active service in the system for the year of the sabbatical leave. The sabbatical shall not affect continuity of service or accrual of seniority toward longevity benefits. The teacher agrees to remain for three (3) consecutive years following the sabbatical leave.

24.4 **Exchange Teachers Leave**

24.4.1 In any year teachers may be exchanged for teachers from some other school administration district in the United States or in a foreign country. Such exchange shall be initially recommended by the T.E.A. and the Superintendent to the Board, which shall recommend final action. All rights and privileges of the Thomaston teacher shall continue in full force and effect during the exchange period.

24.5 **Childrearing Leave**

24.5.1 A teacher, who becomes a parent, either through the birth of a child or adoption, shall be granted upon written request to the Superintendent a childrearing leave of absence without pay, not to exceed a period of one (1) year. In the case of adoption, the childrearing leave shall commence on the first date that the employee is absent from active service for purposes of the adoption. For the birth of a child, the childrearing leave shall commence when the teacher is unable to work due to the pregnancy, the actual birth of the child or, in no event, to commence later than six (6) weeks after termination of his/her employment.

Child rearing leave shall be in conjunction with family and medical leave under state and federal law and shall run concurrently with such leave.

24.5.2 Any teacher who does not return to work either upon the expiration of his/her temporary disability or the expiration of his/her childrearing leave of absence shall be deemed to have resigned.

24.5.3 All insurance benefits as provided in Article 32 of this agreement shall continue and be in effect for any teacher during his/her childrearing leave of absence.

24.5.4 A teacher shall be guaranteed return to the same position at the end of temporary disability or at the close of his/her childrearing leave of absence, whichever he/she designates.

24.5.5 A teacher who is temporarily disabled or on a child-rearing leave of absence shall be advanced on the salary schedule as though there were not interruptions in his/her employment, provided, however, that she/he has been employed and has worked for more than fifty percent of the school year, next previous to his/her next schedule salary step, and further provided that he/she returns to his/her position either at the end of her/his temporary disability period or at the close of his/her childrearing leave of absence.

24.6 **Peace Corps Leave and Vista Leave**

24.6.1 Leaves of absence may be granted of up to two (2) years to teachers with tenure status who join the Peace Corps or Vista as full time participants in such programs.

24.6.2 No compensation shall be paid for such service.

24.6.3 The teacher returning from the Peace Corps or Vista leave shall be placed on the appropriate step in the salary schedule as though he/she had been in active service in the system for the period of such leave if a position is available.

24.7 **Association Leave**

24.7.1 When it is necessary for official representatives of the T.E.A. to engage in T.E.A. activities directly relating to their duties as representatives of the teachers, they shall be given free time, without loss of pay as is reasonably necessary to perform any such activities provided such free time has been approved in advance by their principal.

24.8 **Conference Leave**

24.8.1 When it is evident that convention or conference 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 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.

24.8.2 The Board agrees to reimburse all teachers attending a convention or conference, or observing activities in another school system, subject to Superintendent's approval.

24.9 **Military Leave**

24.9.1 Any teacher entering military service shall be reinstated upon return therefrom in the same class or position previously occupied by him/her at a salary thereafter which shall include any salary advance to which he/she would have been entitled had his/her employment by the Board not been interrupted by the period of military service if a position for which he/she is qualified is vacant.

24.9.2 All teachers having previously taught in Thomaston and being hired to the Thomaston School System the year following their military service shall be given full credit for such service at the rate of one step per year of service not to exceed two (2) years.

24.9.3 Any teacher who is called for National Guard Duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The staff member shall receive his/her full pay less government pay.

24.10 **General Leave**

24.10.1 A teacher may be allowed leave, without loss of pay, to begin programs of study which result from foundation or scholarship grants and which necessitate personal presence in advance of the close of the school year. Other extended leaves, with or without salary, may be granted at the discretion of the Board.

24.11 **Personal Leave**

- 24.11.1 Personal leave shall be three (3) days per year with accrument to a maximum of five (5). All teachers shall be entitled to the following leaves of absence with full pay:
- 24.11.1.1 Personal and/or legal reasons.
- 24.11.1.2 Marriage (self, children, parents, siblings, and siblings of spouse).
- 24.11.1.3 Illness in the immediate family; immediate family as defined in Article 24.12.4.
- 24.11.1.4 Attendance at graduation exercises (self, spouse, son, daughter).
- 24.11.1.5 Attendance at professional conferences of institutes of an educational nature and comprehensive exams leading to a degree.
- 24.11.1.6 One (1) day per year with no reason given shall be granted if the request is of a sensitive and confidential nature.
- 24.11.1.7 Attendance at a funeral of a friend. Additional days as needed may be taken from accrued personal days.
- 24.11.1.8 Attendance at a ceremony awarding a degree to a staff member.
- 24.11.1.9 One (1) day per year per birth of a child.
- 24.11.1.10 In order to prevent disorganization of classes, the privilege of a day for personal leave as stated in 24.11.1.6, does not apply on the last day before a holiday or on the first day of school after a holiday except when the leave is necessitated by a religious holiday. A holiday is defined as legal days off and school vacation. Additionally, in the event that a teacher, due to an emergency, requires the use of a personal day on the first day of school after a holiday, she/he shall contact the Superintendent or her/his designee to advise the Superintendent or her/his designee of the emergency and request the use of a personal day. The Superintendent or her/his designee shall determine if such request will be granted.
- 24.11.2 Application for leave in the provisions above shall be made to the immediate supervisor at least forty-eight (48) hours before taking such leave, except in the case of emergencies, and such leave shall be granted. This section shall not apply to Section 24.11.1.10.
- 24.11.3 Leave taken pursuant to the above provisions shall be in addition to any sick leave to which the teacher is entitled.



- 24.12.1 For Board approved leaves of absence other than those covered by any portion of this agreement, the rate of deduction shall be 1/185<sup>th</sup> of the year's basic salary per day.
- 24.12.2 As many days as may be required for attendance at court as a witness in any case connected with teachers' employment or school.
- 24.12.3 When a year's leave of absence is granted to a teacher to pursue full time graduate study, one (1) increment on the salary schedule shall be granted upon return to a teaching position in Thomaston. Such advancement shall not apply to persons meeting minimum requirements for certification in their area.
- 24.12.4 Wherever death occurs, a maximum of five (5) school days per death with full pay is allowed; this is to include the immediate family of the teacher or immediate family of the spouse. Immediate family is defined as: wife, husband, children, mother, father, brother, sister, grandparents of both spouses.
- 24.12.5 One (1) day of leave per death shall be granted for the attendance at funeral of aunts, uncles, nieces, nephews, and cousins. Additional days, as needed, may be taken from accrued personal days.
- 24.13 Each teacher may be allowed up to three (3) days leave per year without loss of pay for religious holidays occurring during regularly scheduled school days and with the approval of the Superintendent.

**ARTICLE 25**  
**SUBSTITUTE TEACHERS**

- 25.1 Except in emergency situations, regularly assigned teachers will not be required to perform substitute service. If teachers are asked to substitute for an absent colleague, the absent teacher will not be charged with the loss of any of his/her sick days.
- 25.2 Each teacher shall be required to leave class assignments and seating plans for the substitute teacher on or inside his/her desk or in the principal's office. The class assignments should be made for three (3) days in advance.
- 25.3 The substitute teacher shall report in writing the work covered during his/her stay, in order to provide for continuity of education.

**ARTICLE 26**  
**SPECIALISTS**

- 26.1 Certified personnel who are members of the bargaining unit hired for other than regular classroom assignment will be considered specialists. Specialists will be under the direct supervision of the building principal at the school where working.

**ARTICLE 27**  
**SEPARATION AND RECALL**

27.1      **Reasons for Elimination of Professional Staff Positions**

27.1.1      It is recognized that the Board of Education has the sole and exclusive prerogative to eliminate professional staff positions, consistent with the provisions of the State Statute, providing such elimination does not result in a failure in its duty as a state agency to implement the educational interests of the State and to provide good public elementary and secondary schools. Elimination of professional staff positions may result from increases in student enrollment, changes in curriculum, severe financial conditions, or other circumstances as determined by the Board.

27.2      **Definitions**

27.2.1      As used herein, the term "days" shall mean calendar days.

27.3      **Procedure**

27.3.1      The Board may, in the first instance, exercise its right and power to reduce the number of staff positions without determining which teacher contracts will be terminated, if any, or what other staffing changes will be made to effectuate the purpose of position elimination.

27.3.2      Prior to commencing action to terminate teacher contracts under this procedure, the Board will give due consideration to its ability to effectuate position eliminations and/or reduction in staff by:

- (1)      voluntary retirements;
- (2)      voluntary resignation;
- (3)      transfer of existing staff members;
- (4)      voluntary leaves of absence.

27.3.3 In the event that it appears necessary to terminate teacher contracts in order to effectuate the elimination of professional staff positions, the Superintendent will propose to the Board, for its consideration, an orderly plan for elimination of positions, identifying professional personnel whose contracts he/she recommends for termination. If the Board considers termination of the contract of a teacher, it shall authorize the Superintendent to notify the teacher, in writing, that termination of his/her contract is under consideration or, where appropriate, that his/her contract will not be renewed for the coming school year. Such notification, and any subsequent proceedings with regard to contract termination, will be in accordance with the provisions set forth in the Connecticut Fair Dismissal Law (§10-151 of the Connecticut General Statutes).

27.3.4 The following criteria will be used to select those employees whose contracts are to be considered for termination as a consequence of elimination of professional staff position:

- (1) **Tenure Status:** If a teacher has attained tenure status, his/her contract of employment may be terminated if his/her position is eliminated, but only if there is no other position available in the school system for which the teacher is certified and qualified. Therefore, teachers who have acquired tenure will have first preference for retention in positions for which they are certified and qualified. This shall include first preference and with regard to positions that are held by non-tenure teachers, in addition to positions which are open and available.
- (2) **Other Criteria:** Within the separate categories of tenure teachers and non-tenure teachers, the following criteria will be applied sequentially:
  - (a) areas of certification
  - (b) in schools where there exists departments, the position eliminated in the department shall be deemed to be the position of the most junior member of the department;
  - (c) total years of experience in the Thomaston School System;
  - (d) in the event total years experience in the Thomaston School System is equal, total years of teaching experience shall be considered;
  - (e) In the event that the application of the criteria (a)(b)(c)(d) is not sufficient to determine which teacher's contract will be subject to termination, the date of contract signing will be the determining factor.

27.4 **Policy Provisions Not Applicable to Promotions**

27.4.1 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 and/or certified for the promotional position.

27.5 **Recall Procedure**

27.5.1 If the contract of employment of a teacher is terminated because of elimination of positions, the name of that teacher shall remain on such recall list for a period of two (2) years unless such teacher obtains employment as a public school teacher in another district during that period. Teachers on the recall list shall be recalled in inverse order of dismissal. Notice of recall shall be at least thirty (30) days prior to the anticipated date of reemployment. The teacher shall accept or reject the appointment in writing within ten (10) days. If the appointment is accepted, the teacher shall receive a written contract within twenty (20) days of receipt of the teacher's reply by the Board. If the teacher rejects the appointment offer, or does not respond accordingly to this procedure within the ten (10) days, then the name of the teacher will be removed from the recall list. Upon reemployment in a permanent position the teacher shall be given full credit on the salary schedule for all previous teaching experience credit. Teachers who accept long-term substitute positions shall be placed on the first step of the Bachelor's column. Such teachers shall remain on the recall list at their appropriate ranking for recall to any permanent position for which they are certified.

27.5.2 The Administration shall publish the recall list prior the March 1<sup>st</sup> of each year.

27.5.3 Persons holding durational area shortage permits are not entitled to this article.

**ARTICLE 28**  
**PAYROLL DEDUCTIONS**

28.1 In addition to those payroll deductions by law, the following agencies are eligible for payroll deductions. All requests for deductions must be in writing on approved authorization forms.

28.2 A list of approved deductions is as follows:

28.2.1 Washington National Insurance

28.2.2 Thomaston Education Association

28.2.3 Connecticut Education Association

- 28.2.4 National Education Association
- 28.2.5 Tax Sheltered Annuity Plans
- 28.2.6 First Bristol Teachers Federal Credit Union
- 28.3 The T.E.A. shall, no later than October 15<sup>th</sup> of each year, give written notice to the business office of the amount of its dues and those of the CEA and NEA, which are to be deducted in that school year under such authorization.
  - 28.3.1 The balance of the annual dues shall be deducted from final paycheck of any employee resigning his position, receiving a leave of absence or terminating his employment after the opening of school.
  - 28.3.2 The right to refund to employees monies deducted from their salaries as such authorization shall lie solely with the T.E.A. The T.E.A. agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the T.E.A., which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deduction.
  - 28.3.3 The Association shall indemnify and save the Board harmless against all claims, demands, suits, judgements or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.
- 28.4 **Dues Deductions and Service Fee Deduction**
  - 28.4.1 **Conditions of Continued Employment**
    - 28.4.1.1 All teachers employed by the Board shall as a condition of continued employment, join the T.E.A. or pay service fee to the T.E.A. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.
  - 28.4.2 **Deduction**
    - 28.4.2.1 The Board agrees to deduct from each teacher an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the deduction from each paycheck shall be equal to the total Association membership dues or service fee 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 and service fee shall be certified by the T.E.A. to the Board prior to the opening of school each year.

28.4.3 **Subsequent Employment**

28.4.3.1 Those teachers whose employment commences after the start of the school year shall pay a pro-rated amount equal to a percentage of the remaining year.

28.4.4 **Forwarding of Monies**

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

28.4.5 **Lists**

28.4.5.1 No later than the first paycheck in October of each school year, the Board shall provide the T.E.A. with a list of all employees of the Board and the positions held by said employees. The Board shall notify the T.E.A. monthly of any changes in said list.

28.4.6 **Reference to Association**

28.4.6.1 The singular reference to the "Association" herein shall be interpreted as referring to the Thomaston Education Association, the Connecticut Education Association, and the National Education Association.

28.5 The Association agrees to indemnify and save the Board harmless from any claim or lawsuit arising from the Board's fulfillment of its obligations under Section 30.4.1. The Board agrees that the Association shall assume the exclusive legal defense of any such claim or lawsuit. In assuming such defense on the Board's behalf the Association will hire and compensate legal counsel. Legal counsel hired by the Association shall confer with the Board or its representatives concerning the defense of claims and lawsuits against the Board. The Association shall have the right to compromise or settle any claim or lawsuit against the Board under this section.

28.5.1 The Association agrees that it will not rely on Stamford Board of Education v. Stamford Education Association, et al, 697 F. 2D 70 (1982), or any claim based thereon, to deny the enforceability of its obligation to indemnify and save the Board harmless.

**ARTICLE 29**  
**DEGREE DEFINITIONS**

The salary schedules listed in the Appendices of this Agreement shall be interpreted and applied in accordance with the following definitions:

29.1 **Bachelor** - A baccalaureate degree earned at an accredited college or university.

- 29.2 **Master or 5th Year** - A master's degree earned at an accredited college or university or the completing of thirty (30) credits beyond the baccalaureate degree from an accredited college or university in a planned program.
- 29.3 **6th Year** - A second master's degree or the completion of thirty (30) credits in addition to the master's degree; or a "sixth-year certificate", or sixty (60) credits in addition to the baccalaureate degree from an accredited college or university.
- 29.4 **Doctorate** - A doctor's degree at an accredited college or university in teacher's subject area or education.
- 29.5 All degrees shall be substantiated by the Superintendent.
- 29.6 The Superintendent or his designee shall have sole discretion as to whether or not a course and/or credits may be used toward degree status. Moreover, the teacher must receive written approval from the Superintendent of Schools or his designee prior to taking the course in order for credit(s) received from the course to be considered toward degree status.

For purposes of degree status, accredited college or university shall be defined as a college or university that has been accredited by the National Council for Accreditation of Teacher Education ("NCATE").

### **ARTICLE 30** **SALARIES**

- 30.1 The salaries of all teachers covered by this agreement are set forth in Appendices L and K which are attached hereto and made a part of this Agreement.
- 30.2 All teachers shall be placed on the appropriate step in the salary schedule, taking into consideration the following:
- 30.2.1 Degree status as defined under "Degree Definitions" Article 29.
- 30.2.2 For employees hired after September 1, 2000, full credit for teaching experience in public, private, state, and military dependence schools may be considered by the Superintendent in placing new hires on the salary schedule provided that the teaching experience shall have been continuous service of at least ninety (90) days of any school year.

For employees hired after September 1, 2000 full credit for associated or related work experience may be considered by the Superintendent in placing new hires on the salary schedule.

- 30.2.3 At the commencement of each school year, teachers will be placed on the salary schedule in accordance with their degree status as of the commencement of the academic year. A teacher's degree status will not be changed for purposes of placement on the salary schedule until the following academic year. Teachers are required to inform the Superintendent in writing of an anticipated change in their degree status by December 31<sup>st</sup> of each year. Teachers are required to inform the Superintendent in writing of a change in their degree status by June 1st of each year.
- 30.3 Extra duty for which extra compensation shall be paid and the amounts of such compensation are set forth in Appendix K which is attached hereto and made a part of this agreement. Appendix K appointments shall be determined by the Superintendent on an annual basis.
- 30.4 Teachers shall be entitled to longevity increments based on years of credited service in Thomaston as follows:
- |             |          |
|-------------|----------|
| 13-20 years | \$300.00 |
| 21-25 years | \$400.00 |
| 26 years    | \$500.00 |

**ARTICLE 31**  
**EXTRA SCHOOL PROGRAMS**

- 31.1 The following provisions shall apply to all items found in Appendix K.
- 31.2 All extra duty assignment vacancies will initially be posted within the building that requires the individual. After the initial ten (10) day posting period, the extra duty assignment vacancies shall be adequately publicized including a notice in every school as far in advance of the date of filling such vacancy as possible.
- 31.3 Positions in these programs shall be filled from within our own school system, when qualified personnel are available.
- 31.4 All monetary consideration granted for extra duty assignments shall be listed in Appendix K.
- 31.5 Any newly created extra school programs will be posted and filled by the Superintendent of Schools at his discretion.

**ARTICLE 32**  
**INSURANCE AND BENEFITS**

- 32.1 The Board shall provide a policy of insurance for each teacher.



For the High Deductible Health Plan, effective July 1, 2016, teachers shall pay 19% of the annual premium; effective July 1, 2017, 19.5% of the annual premium; and effective July 1, 2018, 19.5% of the annual premium.

The Thomaston Board of Education 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 employee's 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 Thomaston Board of Education shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of the employee insurance premium contributions, 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, interests 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. Rather, 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 carriers' insurance plan.

On an annual basis, in the event that the employee and his/her family members on the Board health insurance plan completes a health risk assessment and biometric screening, his/her premium share for the ensuing contract year shall be reduced by one percent (1%).

Accordingly, by way of example, in the event that the employee and his spouse and dependents completes a health risk assessment and biometric screening during the July 1, 2015 through June 30, 2016 contract year, the employee will receive a one percent (1%) reduction in his premium share contribution for the July 1, 2016 through June 30, 2017 contract year.

On July 1<sup>st</sup> of the subsequent contract year, the premium share set forth herein shall be in effect for the employee. Accordingly, the reduction in the premium share by one percent (1%) shall be based on the then current premium share negotiated by the parties for the contract year in question, as set forth herein.

The information included on the assessment and from the screening will not be provided to the Board. The only information provided by the carrier to the Board is whether the assessment and screening were completed.

The health risk assessment shall be:

- An annual physical (and any tests related to such physical);
- An annual dental examination;
- A vision exam (in accordance with the frequency requirements of the health care provider);
- Women's Wellness (a mammogram and/or clinical breast exam in accordance with the frequency requirements of the health care provider); and
- Applicable cancer screenings (in accordance with the frequency requirements of the health care provider).

Biometric screening shall measure the following:

- Height and weight in order to calculate the individual's body mass index (BMI);
- Systolic and diastolic blood pressure;
- Total cholesterol;
- HDL cholesterol; and
- Glucose

32.1.1 Effective July 1, 2016, the Board will provide a High Deductible Health Plan (HDHP) to full-time employees that elect to participate. The program shall be offered on a contract year basis with open enrollment to be available in May. The HDHP shall have:

- \$2,250/\$4,500 Annual Deductible
- 100% in network after deductible (except with respect to prescription drugs)
- 80%/20% out of network
- Upon satisfaction of the (HDHP) deductible, prescriptions subject to:
  - \$5 Generic/ \$20 Brand Name/ \$30 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply)
- The co-pays for drugs shall not apply to prescriptions under either the Women's Health and Wellness Act or for diabetes

Enrollees in the HDHP shall have a Health Savings Account (HSA) to defray deductible expenses.

In year one of the contract (July 1, 2016 – June 30, 2017), the Board agrees to contribute forty-five percent (45%) of the deductible.

In year two of the contract (July 1, 2017 – June 30, 2018), the Board agrees to contribute forty percent (40%) of the deductible.

In year three of the contract (July 1, 2018 – June 30, 2019), the Board agrees to contribute thirty-five percent (35%) of the deductible.

The Board's contribution toward the deductible shall be deposited in the HSA bank account of the employee in the first paycheck of the then current school year in each contract year.

The employee's contribution toward the deductible shall either be, at the employee's option, via payroll deduction or contributed directly by the employee in his/her HSA bank account.

An employee shall receive a prorated contribution toward his/her HSA, if the employee: (a) is hired by the Board after the commencement of the applicable plan year; or (b) he/she elects health insurance after the commencement of the plan year due to a change in status.

The prorated amount of the contribution shall be based on the first day that the employee is covered under the plan through June 30<sup>th</sup> of the applicable contract year.

A HSA is not health insurance, it is a bank account. The parties acknowledge that the Board's contribution toward funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees.

- 32.1.2 The Board provides a forty thousand dollars (\$40,000.00) life insurance policy with forty thousand dollars (\$40,000.00) of accidental death and dismemberment.
- 32.1.3 The T.E.A. shall maintain the opportunity to add any riders that a majority of its members agree upon. The premium of any riders that are added shall be borne by participants.
- 32.1.4 The Board shall provide the necessary dependent riders and shall pay the full premium. Dependent rider – medical: up to 25 years old for full-time student or dependent child; dental: up to 21 years old for dependent, 25 years old for full-time student.
- 32.1.5 The Board agrees to pay the cost of the Delta Dental Plan, less the applicable premium shares set forth in Section 32.1. Dental Dependent Clause: Age 21 for dependent children. Age 25 for full time students.

- 32.1.6 The Board may change or substitute insurance carriers or managed care organizations for the above-referenced health benefit program as long as the level of benefits are substantially equivalent to or better than the existing program. The "substantially equivalent to or better than" standard shall be applied on program-wide analysis, including the network, and shall not be benefit specific.
- 32.1.7 Prior to any change in carrier, the proposed change shall be discussed with the T.E.A. Any dispute as to the contention that coverage is not equal may be referred to the grievance procedure. The grievance will be submitted directly to the American Arbitration Association. Such submission must be filed within twenty (20) calendar days from the meeting where the issue was discussed with the T.E.A. The Board will not change to the new insurance carrier until the arbitrator's decision has been issued in writing. If no grievance is submitted within the twenty (20) day period, the Board may implement the change of carrier.
- 32.2 Teachers are given the opportunity, via the flexible benefit form, to voluntarily waive one or all of the health and/or dental coverages which are extended to them. Any teacher electing this option will be reimbursed one thousand five hundred dollars (\$1,500.00) (single), three thousand dollars (\$3,000.00) (single plus one) or four thousand dollars (\$4,000.00) (family). Should a life style change occur resulting in a teacher's desire to reinstate his/her coverage, then said teacher should notify the Superintendent in writing of that decision. They will then be allowed to participate in the insurance program at the earliest date permitted under the rules and regulations of ConnectiCare at the commencement of the next quarter following such request. The teacher shall reimburse the Board the prorata share of the reimbursement he/she received.
- 32.4 Insurance benefits for teachers shall commence on the teacher's first day of work as a teacher for the Thomaston Board of Education.

**ARTICLE 33**  
**ANNUITY PLAN**

- 33.1 Teachers shall be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to Section 26 U.S.C.S. 403 or the Internal Revenue Code.

**ARTICLE 34**  
**SPECIFIC PERFORMANCE**

- 34.1 In the event of breach or anticipatory breach of any of the terms or provisions of this Agreement, either party shall have the right to institute and prosecute an action to secure an order or decree directing the specific performance hereof or enjoining such breach. Such equitable relief shall be in addition to any award of damages which would otherwise obtain.

**ARTICLE 35**  
**SEVERABILITY**

- 35.1 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 36**  
**DURATION**

- 36.1 All provisions of this Agreement shall be effective as of July 1, 2016 and remain in full force and in effect to and including June 30, 2019. In the event that the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, the parties agree to reopen this Agreement for the limited purposes of negotiated a substitute health insurance plan and premium share contributions.

**ARTICLE 37**  
**MISCELLANEOUS**

- 37.1 No notices, bulletins, or loudspeaker announcements to interrupt classroom routine and teaching shall be allowed except in dire emergencies.
- 37.2 Part time employees hired after September 1, 1980 shall be subject to prorated fringe benefits at a percentage equal to the percentage for which they are employed. This includes all provisions of Article 32.
- 37.3 When a teacher's schedule requires commuting between schools he/she shall be reimbursed for such transportation at the prevailing IRS mileage rate.

**ARTICLE 38**  
**RETIREMENT**

- 38.1 Upon retirement, a teacher with twenty (20) years or more of service as a teacher in the Thomaston Public Schools shall receive payment for one-third (1/3) of his or her accumulated sick leave, based on his/her per diem rate, provided the teacher applies for this benefit in writing no later than December 31<sup>st</sup> of the fiscal year he/she will retire. This letter of application will be presented to the Board in Executive Session. Extenuating circumstances will be given serious consideration by the Board. Teachers with twenty-five (25) years of service shall receive payment for two-thirds (2/3) of accumulated leave. To be eligible, a teacher must have been employed by the Board of Education prior to July 1, 1992. The payment for such accumulated sick leave shall be as follows:

- 1/3 upon retirement
- 1/3 one year following retirement
- 1/3 two years following retirement

38.2 Effective July 1, 1996, the Thomaston Board of Education agrees to provide forty thousand dollars (\$40,000) life insurance up until age seventy (70) for teachers who retire with a minimum of ten years teaching experience in the Thomaston school system and who retire after attaining fifty-five (55) years of age.

38.3 The Thomaston Board will allow teachers with a minimum of ten years experience in the Thomaston school system and who retire after attaining fifty-five (55) years of age to purchase the dental package for the individual and his/her spouse.

**ARTICLE 39**  
**JUST CAUSE**

39.1 No teacher shall be disciplined without just cause. This language shall not apply to terminations and non-renewals under the tenure laws.

TYPE OR PRINT

GR-1

**FORMAL GRIEVANCE PRESENTATION**

(To be completed by aggrieved person)

AGGRIEVED  
PERSON \_\_\_\_\_

DATE OF FORMAL  
PRESENTATION \_\_\_\_\_

HOME ADDRESS OF  
AGGRIEVED \_\_\_\_\_

SCHOOL \_\_\_\_\_ PRINCIPAL \_\_\_\_\_

YEARS IN SCHOOL SYSTEM \_\_\_\_\_ SUBJECT AREA OR GRADE \_\_\_\_\_

NAME OF ASSOCIATION  
SCHOOL REPRESENTATIVE \_\_\_\_\_

STATEMENT OF GRIEVANCE:

\_\_\_\_\_  
(Signature of Aggrieved)

**DECISION OF PRINCIPAL**

(To be completed by principal, or other appropriate administrator with five (5) days of formal grievance presentation.)

AGGRIEVED PERSON \_\_\_\_\_ DATE OF FORMAL GRIEVANCE PRESENTATION \_\_\_\_\_

PRINCIPAL (OR OTHER SCHOOL \_\_\_\_\_ ADMINISTRATOR \_\_\_\_\_

**DECISION OF PRINCIPAL (OR OTHER ADMINISTRATOR) AND REASONS THEREFOR:**

DATE OF DECISION \_\_\_\_\_

\_\_\_\_\_  
(Signature of Principal)

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

- ( ) I accept the above decision of principal (or other administrator).
- ( ) I hereby refer the above decision the Association's Professional Rights and Responsibilities Committee for appeal to the Superintendent of Schools

DATE OF RESPONSE \_\_\_\_\_

\_\_\_\_\_  
(Signature of Aggrieved)



TYPE OR PRINT

GRIEVANCE FORM GF-3

**REFERRAL BY PR & R COMMITTEE**

AGGRIEVED PERSON \_\_\_\_\_ DATE OF FORMAL GRIEVANCE PRESENTATION \_\_\_\_\_

CHAIRMAN OF PR&R COMMITTEE \_\_\_\_\_ DATE REFERRAL RECEIVED BY PR&R \_\_\_\_\_

OPINION OF ASSOCIATION PR&R COMMITTEE AND REASONS THEREFOR:  
(OPTIONAL)

( ) The attached grievance is hereby referred to the Superintendent of Schools for a hearing.

DATE OF REFERRAL \_\_\_\_\_

\_\_\_\_\_  
(Signature of PR&R Chairman)

**DECISION BY SUPERINTENDENT**

(To be completed by Superintendent of Schools within 3 days after hearing with aggrieved and Association PR&R Committee representatives; hearing to held within 10 days after receipt of appeal.)

AGGRIEVED PERSON \_\_\_\_\_ DATE OF FORMAL GRIEVANCE PRESENTATION \_\_\_\_\_

DATE APPEAL RECEIVED BY SUPERINTENDENT \_\_\_\_\_ DATE HEARING HELD BY SUPERINTENDENT \_\_\_\_\_

**DECISION OF SUPERINTENDENT AND REASONS THEREFOR:**

DATE OF DECISION \_\_\_\_\_

\_\_\_\_\_  
(Signature of Superintendent)

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

( ) I accept the above decision of the Superintendent of Schools.

( ) I hereby appeal, through the Association PR&R Committee, to the Board of Education for a review of this grievance.

DATE OF RESPONSE \_\_\_\_\_

\_\_\_\_\_  
(Signature of Aggrieved)

**REVIEW BY BOARD OF EDUCATION**

AGGRIEVED PERSON \_\_\_\_\_ DATE OF FORMAL GRIEVANCE PRESENTATION \_\_\_\_\_

PR&R COMMITTEE REFERRAL TO BOARD: (To be completed within 3 days of PR&R receipt of appeal from aggrieved.)

( ) The attached grievance is hereby appealed to the Board of Education for a review and hearing.

DATE OF REFERRAL TO BOARD \_\_\_\_\_  
\_\_\_\_\_  
(Signature of PR&R Chairman)

**BOARD RESPONSE:**

(To be completed by Board of Education Chairman within 3 days after board hearing with aggrieved and Association PR&R committee representatives; board hearing to be held within 10 days after receipt of appeal.)

DATE APPEAL RECEIVED BY BOARD OF EDUCATION \_\_\_\_\_ DATE HEARING HELD BY BOARD OF EDUCATION \_\_\_\_\_

**DECISION OF BOARD OF EDUCATION AND REASONS THEREFOR:**

DATE OF DECISION \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Board Chairman)

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

- ( ) I accept the above decision of the Board of Education.
- ( ) I hereby request that the association submit this grievance to arbitration.

DATE OF RESPONSE \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Aggrieved)

**DETERMINATION REGARDING ARBITRATION**

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

AGGRIEVED PERSON \_\_\_\_\_ DATE OF FORMAL GRIEVANCE PRESENTATION \_\_\_\_\_

DETERMINATION BY ASSOCIATION

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

DATE OF DETERMINATION \_\_\_\_\_  
(Signature of PR&R Chairman)

\_\_\_\_\_  
(Signature of Association President)

DESIGNATION OR ARBITRATOR: (To be completed by Board Chairman and Association President within 5 days of submission to board of association determination to submit grievance to arbitration.)

- ( ) The parties have agreed upon and selected \_\_\_\_\_ as the arbitrator to whom the (Name of Arbitrator) appended grievance is hereby submitted.

DATE OF DESIGNATION \_\_\_\_\_  
(Signature of Association President)

\_\_\_\_\_  
(Signature of Board Chairman)

**APPENDIX A**

**TEACHER'S CONTRACT**

The Board of Education of the Town of Thomaston, Connecticut, hereby agrees to employ \_\_\_\_\_ and \_\_\_\_\_ hereby agrees to serve, under the direction of the Superintendent of Schools, as a Certified Professional employee in the public schools of said Town beginning \_\_\_\_\_ 20\_\_\_\_\_, both parties agree to salary and working conditions as determined by collective negotiations agreement.

This contract is subject to the Statutes of the State of Connecticut (10-151 as amended) and the rules and regulations of the Board of Education.

SIGNED:

Teacher \_\_\_\_\_

Board of Education Thomaston

Date \_\_\_\_\_

By \_\_\_\_\_  
Superintendent

Date \_\_\_\_\_

APPENDIX B

THOMASTON PUBLIC SCHOOLS

TEACHER'S INITIAL CONTRACT

The Board of Education of the Town of \_\_\_\_\_, Connecticut, hereby agrees to employ \_\_\_\_\_, and \_\_\_\_\_ (to whom the term "teacher" hereinafter refers) hereby agrees to serve, under the direction of the Superintendent of Schools as a \_\_\_\_\_ in the public schools of said Town, for the school year beginning \_\_\_\_\_, 20\_\_, and ending \_\_\_\_\_, 20\_\_, subject to the conditions stated below.

In accordance with the provisions of the prevailing salary schedule of the Board of Education for said Town, the Board has voted and hereby agrees to pay said teacher, and said teacher hereby agrees to accept, for service during the above-stated period, an annual salary of \$ \_\_\_\_\_ in \_\_\_\_\_ periodic installments, beginning \_\_\_\_\_, 20\_\_, and subject to required deductions for the State Teachers' Retirement Fund and the United States Withholding Tax, Medicare, and State Withholding Tax, and other agreed-to deductions which the teacher may in writing authorize.

This contract shall be renewed annually by operation of law during the period of said teacher's first three years of continuous employment by said Board, unless the teacher has been notified in writing prior to ~~April first~~ May 1st in one school year that the contract will not be renewed for the following year. For each year for which this contract is renewed the annual salary of the teacher shall be in accordance with the provisions of the prevailing salary schedule of the Board of Education for said Town, and as determined through the signing of a teacher's annual salary agreement.

This contract may be terminated by mutual consent at any time. It may be terminated by the Board for cause as provided by statute. The teacher may resign for good reason by submitting at least thirty days' written notice at any time except during the month of August, during which month, unless the contract has been terminated by mutual consent or Board action, the teacher will accept employment with no other Board of Education in Connecticut; provided that in the event no salary agreement for the ensuing year has been signed by August first, limitations on the teacher's resigning shall not be binding until such an agreement has been signed.

SIGNED:

Teacher \_\_\_\_\_ Board of Education \_\_\_\_\_  
(By Superintendent)

Date \_\_\_\_\_ Date \_\_\_\_\_

*The Thomaston Board of Education does not discriminate on the basis of an individual's race, color, religious creed, age, sex, marital status, national origin, ancestry, sexual orientation, present or past history of mental disorder, mental retardation, learning or physical disability, including but not limited to blindness. The Thomaston Board of Education is an Equal Opportunity Employer.*

APPENDIX D

DUES AUTHORIZATION FORM

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

I hereby request and authorize the Thomaston Board of Education to deduct from my earnings and transmit to the Association checked below an amount sufficient to provide for eight (8) equal monthly payments from October through May, same to be deducted from second check each month of each school year and for succeeding school years. I understand that the Board will discontinue such deductions for any school year if I notify the Board in writing to do so by September 15th of that year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Board of Education and all of its officers from any liability therefor.

Teacher Organization:

Thomaston Education Association \_\_\_\_\_

Connecticut Education Association \_\_\_\_\_

National Education Association \_\_\_\_\_

Dated \_\_\_\_\_

Teacher's Signature \_\_\_\_\_

APPENDIX E

THOMASTON PUBLIC SCHOOLS

TITLE IX BOARD POLICY

Non-discrimination on the Basis of Sex in Education Programs and Activities

A. General. Title IX of the Education Amendments of 1972 declares, in part, that:

No person in the United States shall on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.

The Board of Education is of the general view that discrimination on the basis of sex in any education program or activity of this district is not to be permitted except where necessary to accomplish a specific purpose that does not impinge upon essential equality of fundamental fairness in the treatment of students or employees of this district. Accordingly, employees of this district are required by this policy to comply with the provisions of:

1. this policy as in the case of any rule or regulation adopted by the board of education of this district; and,
2. Title IX of the Education Amendments of 1972 and the regulations promulgated there under by the U.S. Department of Health, Education, and Welfare, as Part 86, Title 45, U.S. Code, printed also in U.S. Federal Register, Vol. 40, No. 108, Wednesday, June 4, 1975, as amended, as Title IX and as such regulations are applicable to this district.

B. Application to Specific Education Programs and Activities. This policy's prohibition against action by employees or other persons acting in the name and on the behalf of this district which bases any exclusion from participation in, denial of benefits from, or discrimination in, any educational program or activity because of the sex of a student or employee, applies to all education programs and activities conducted by this district, including, but not limited to, the following:

1. Educational Programs

- a. Course Offerings. Applies to all course offerings, except that with respect to physical education classes and activities at the elementary and secondary school levels, compliance shall be attained as expeditiously as possible but in no event later than July 21, 1976 at the elementary school level and July 21, 1978 at the secondary school level. This policy's prohibition does not prohibit:



1. groupings of students in physical education classes and activities by ability as assessed by objective standards of individual performance developed and applied without regard to sex;
  2. separation of students by sex within physical education classes or activities during participation in wrestling, field hockey, football, basketball, and other bodily contact sport;
  3. separation of students by sex in classes dealing exclusively with human sexuality; and,
  4. separation of persons based on vocal range or quality even though such separation may result in chorus or choruses of one or predominately one sex.
- b. Athletics. Applies to all athletic programs or activities except that separate teams for members of each sex may be operated:
1. when the sport involved is a contact sport; or
  2. where selection for the separate teams is based upon competitive skill, provided that where there is not now and has been no such team for the excluded sex, members of the excluded sex must be allowed to try-out for the team unless the sport involved is a contact sport, as defined in 1.a.2. of this policy above.

Moreover, equal athletic opportunity shall be provided for members of both sexes, including equal provision for equipment, supplies, coaching, facilities, services and publicity, except that unequal aggregate expenditure of funds for members of each sex or male and female teams will not in and of itself constitute a violation of this policy.

Full compliance with this shall be attained as expeditiously as possible but in no event later than July 21, 1976, at the elementary school level and July 21, 1978 at the secondary school level.

- c. Counseling. Applies to all counseling and guidance activities at the elementary and secondary school levels.
  - d. Textbooks. Nothing in this policy shall be interpreted as requiring or prohibiting or abridging in any way the use of particular textbooks or curriculum materials.
2. Other Activities or Facilities.
- a. Financial Assistance. Applies to offering scholarship or other aid or assisting non-school organizations in the offerings of scholarships or other aid to students of this district.

- b. Employment Assistance. Applies to all efforts to place students in employment. The district shall, as part of any employment assistance program for students, ensure that all employment opportunities are made available without discrimination on the basis of sex and refuse participation in its student employment program to employers who would practice such discrimination.
- c. Health and Insurance. Applies to all health or insurance policies offered to students but does not prohibit providing benefits or services which may be used by different proportion of students of one sex than of the other, including family planning. If full coverage is provided, such coverage must include gynecological care.
- d. Housing. Nothing in this policy shall be interpreted as prohibiting the separation of students by sex in housing for field trips or other reasons. Such separate housing must be comparable in quality and availability.
- e. Toilet, Locker, and Shower Facilities. Separate toilet, locker, and shower facilities may be provided on the basis of sex. Such facilities shall be comparable to similar facilities provided for students of the other sex.

No rule on marital, family, or parental status that treats one sex different from the other sex shall be applied or enforced.

- 3. District Employment Activities. Applies to all aspects of the district's employment program, including, but not limited to, recruitment, advertising, process of application for employment, promotion, granting of tenure, termination, layoffs, wages, job assignments, leaves of absence of all types, fringe benefits, training programs, employer-sponsored programs, including social or recreational programs, and any other term, condition or privilege of employment. Specifically, the following personnel employment practices are prohibited:
  - a. Tests. Administration of any test or other criterion which has a disproportionately adverse affect on persons on the basis of sex unless it is a valid predictor of job success and alternative tests or criterion are unavailable;
  - b. Recruitment. Recruitment of employees from entities which furnish as applicants only or predominately members of one sex, if such action has, the effect of discriminating on the basis of sex;
  - c. Compensation. Establishment of rates of pay on the basis of sex;
  - d. Job Classification. Classification of jobs as being for males or females;
  - e. Fringe Benefits. Provision for fringe benefits on basis of sex; all fringe benefit plans must treat males and females equally;

- f. Marital and Parental Status. Any action based on marital or parental status; pregnancies are considered temporary disabilities for all job related purposes and shall be accorded the same treatment by the district as are all other temporary disabilities. No inquiry shall be made by the district in job applications as to the marriage status of an applicant, including whether such applicant is "Miss or Mrs.". But, inquiry may be made as the sex of a job applicant for employment if made of all applicants and is not a basis for discrimination.
  - g. Employment Advertising. Any expression of preference, limitation, or specification based on sex is a bona fide occupational qualification for the particular job in question.
- C. Policy Enforcement. Board of Education has appointed the Superintendent of Schools Title IX Coordinator.
- 1. To ensure compliance with this policy, the Coordinator shall:
    - a. coordinate efforts of the district to comply with this policy;
    - b. develop, and ensure the maintenance of a filing system to keep records required under this policy;
    - c. investigate any complaints of violations of the policy;
    - d. administer the grievance procedure established in this policy; and
    - e. develop affirmative action programs, as appropriated; and
  - 2. The Coordinators shall provide for the publication of this policy on an ongoing basis to students, parents, employees, prospective employees, and district employee unions or organizations, such publication to include the name, office address and phone number of the compliance administrator designated pursuant to this policy in paragraph C. 1., above.
- D. Grievance Procedure. Any student or employee of this district who believes he or she has been discriminated against, denied a benefit, or excluded from participation, in any district education program or activity, on the basis of sex in violation of this policy, may file a written complaint with the compliance administrator designated in paragraph C. 1., of this policy above.

## TITLE IX GRIEVANCE PROCEDURE

### Grievance Procedure

#### Informal Procedures

If a person feels that he or she may have a grievance, he or she shall first discuss the matter at a mutually agreed time and place with the Title IX Coordinator in an effort to resolve the problem.

If the person is not satisfied with such disposition of the matter, she or he shall have the right to file a grievance in writing.

#### Formal Procedures

If a person is not satisfied with the outcome of informal procedures, she or he may present his or her claim as a written grievance to the Title IX Coordinator. Within three (3) days, the Title IX Coordinator shall discuss this grievance with the Superintendent.

The Title IX Coordinator shall, within five (5) days after receipt of the written grievance, render a decision and reasons therefore in writing to the aggrieved person, with the copy signed by the superintendent.

If the aggrieved person is not satisfied with the disposition of his or her grievance he or she may, within three (3) days after the decision, file his or her written grievance with the Title IX Coordinator for referral to the Board of Education.

The Board of Education shall, within ten (10) days after receipt of the referral, meet with the aggrieved person and the Title IX Coordinator for the purpose of resolving the grievance. Grievance records of such hearings shall be kept by the Superintendent and made available to the parties in interest upon written request. The Board of Education shall, within five (5) days after the hearing, render their decision and the reasons therefore in writing to the aggrieved person, with a copy to the Title IX Coordinator.

If the aggrieved person is not satisfied with the disposition of his/her grievance, he or she may, within three (3) days after the decision, or within six (6) days after the board meeting, request in writing to the Board of Education that his or her grievance be submitted to arbitration.

The Chairperson of the Board and the person filing the grievance shall, within five (5) days after such written notice, jointly select a single arbitrator who is an impartial person to hear said grievance. If the parties are unable to agree upon an arbitrator within five (5) days, the American Arbitration Association shall immediately be called upon to select the single arbitrator. The arbitrator selected shall confer promptly with representatives of the Board and the aggrieved person. The arbitrator shall review the record of prior hearings, and shall hold hearings with the aggrieved person and other parties in interest as he or she shall deem requisite.

The arbitrator shall render his or her decision in writing to all parties in interest, setting forth his or findings of fact, reasoning, and conclusions on the issues submitted and this decision shall be binding.

The costs of the services of the arbitrator shall be borne equally by the Board and the aggrieved person. The T.E.A. will pay the cost for its members.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits which permit the aggrieved person to proceed to the next stop and failure at any step of this procedure to appeal a grievance within the specified time limits to the next step shall be deemed to be acceptance of the decision rendered at that step.

Days in this grievance procedure are defined as days schools are in session.

Prepared by: Raymond Giannamore  
Date: May 19, 1976

TYPE OR PRINT

TITLE IX GRIEVANCE FORM I

**FORMAL GRIEVANCE PRESENTATION TO TITLE IX COORDINATOR**

(To be completed by aggrieved person or representative)

AGGRIEVED PERSON \_\_\_\_\_ DATE OF FORMAL PRESENTATION \_\_\_\_\_

HOME ADDRESS OF AGGRIEVED PERSON \_\_\_\_\_

BUSINESS PHONE \_\_\_\_\_ HOME PHONE \_\_\_\_\_

STATEMENT OF GRIEVANCE:

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Signature of Representative

**DECISION OF TITLE IX COORDINATOR**

(To be completed by Title IX Coordinator, within five (5) days of formal grievance presentation.)

AGGRIEVED  
PERSON OR REPRESENTATIVE \_\_\_\_\_

DATE OF FORMAL  
GRIEVANCE PRESENTATION \_\_\_\_\_

DATE \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

DATE OF  
DECISION \_\_\_\_\_

\_\_\_\_\_  
Signature of Title IX Coordinator

AGGRIEVED PERSON'S RESPONSE: (To be completed by aggrieved within three (3) days of decision. Please check appropriate response.)

- ( ) I accept the above decision of Title IX Coordinator.
- ( ) The attached grievance is hereby appealed, to the Board of Education for a review and hearing.

DATE OF  
RESPONSE \_\_\_\_\_

\_\_\_\_\_  
Signature of Aggrieved

**REVIEW BY BOARD OF EDUCATION**

AGGRIEVED  
PERSON \_\_\_\_\_

DATE OF FORMAL  
GRIEVANCE PRESENTATION \_\_\_\_\_

DATE OF  
REFERRAL TO BOARD \_\_\_\_\_

\_\_\_\_\_  
Signature of Aggrieved

**BOARD RESPONSE:**

(To be completed by Board of Education Chairperson within five (5) days after board hearing with aggrieved and representative; board hearing to be held within ten (10) days after receipt of appeal.)

DATE APPEAL RECEIVED  
BY BOARD OF EDUCATION \_\_\_\_\_

DATE HEARING HELD  
BY BOARD OF EDUCATION \_\_\_\_\_

**DECISION OF BOARD OF EDUCATION AND REASON THEREFORE:**

DATE OF  
DECISION \_\_\_\_\_

\_\_\_\_\_  
Signature of Board Chairperson

AGGRIEVED PERSON'S RESPONSE: (To be completed by aggrieved within three (3) days of decision or six (6) days after the Board hearing.)

( ) I accept the above decision of the Board of Education

( ) I hereby request that the Board submit this grievance to arbitration.

DATE OF  
RESPONSE \_\_\_\_\_

\_\_\_\_\_  
Signature of Aggrieved



TYPE OR PRINT

TITLE IX GRIEVANCE FORM IV

**DETERMINATION REGARDING ARBITRATION**

AGGRIEVED  
PERSON \_\_\_\_\_

DATE OF FORMAL  
GRIEVANCE PRESENTATION \_\_\_\_\_

DATE REQUEST RECEIVED  
FOR ARBITRATION \_\_\_\_\_

DESIGNATION OF ARBITRATOR: (To be completed by Board Chairperson and aggrieved within five (5) days of submission to Board of Education to submit grievance to arbitration.)

The parties have agreed upon and selected \_\_\_\_\_  
Name of Arbitrator

as the arbitrator to whom the appended grievance is hereby submitted.

The arbitrator shall render his/her decision in writing to all parties and this decision shall be binding.

Evaluation. The superintendent has presented a report to the Board of Education in a public meeting on June 28, 1976. In a public meeting to be held on or about the anniversary of that date each year the Superintendent shall describe this district's compliance with this policy during the previous year, which report can be the basis of an evaluation of the effectiveness of this policy by the Board of Education and a determination as to whether or not additional affirmative action is necessary in light of all the facts.

## APPENDIX F

### FOR INFORMATIONAL PURPOSES ONLY

S.S. 1-236a. Indemnification of educational personnel assaulted in the line of duty.

- a. Each board of education shall protect and save harmless any member of such board or any teacher or other employee thereof or any member of its supervisory or administrative staff, and the state board of education the board of higher education, the board of trustees of each state institution and each state agency which employs any teacher, and the managing board of any public school, as defined in Section 10-183b, shall protect and save harmless any member of such boards, or any teacher or other employee thereof or any member of its supervisory or administrative staff employed by it from financial loss and expense, including payment of expenses reasonably incurred for medical or other service necessary as a result of an assault upon such teacher or other employee while such person was acting in the discharge of his or her duties within the scope of his employment or under the direction of such board of education, board of higher education, board of trustees, state agency, department or managing board, which expenses are not paid by the individual teacher's or employee's insurance, workers' compensation or any other source not involving an expenditure by such teacher or employee.
- b. Any teacher or employee absent from employment as a result of injury sustained during an assault or for a court appearance in connection with such assault shall continue to receive his or her full salary, while so absent, except that the amount of any worker's compensation award may be deducted from salary payments during such absence. The time of such absence shall not be charged against such teacher or employee's sick leave, vacation time or personal leave days.
- c. For the purposes of this section, the terms "teachers" and "other employees" shall include any student teacher doing practice teaching under the direction of a teacher employed by a local or regional board of education or by the state board of education or board of higher education, and any member of the faculty or staff or any student employed by the University of Connecticut Health Center or health services.

**APPENDIX G**

**FOR INFORMATIONAL PURPOSES ONLY**

**Teachers' Personnel Files**

Section 10-151a. Access of teacher to supervisory records and reports in personnel file.

Each professional employee certified by the state board of education and employed by any local or regional board of education shall be entitled to knowledge of, access to, and, upon request, a copy of supervisory records and reports of competence, personal character and efficiency maintained in such employee's personnel file with reference to evaluation of performance as a professional employee of such board of education.

## APPENDIX H

### FOR INFORMATIONAL PURPOSES ONLY

#### TEACHER EVALUATION

Section 10-151b. Evaluation by superintendents of certain educational personnel.


- a. The superintendent of each local or regional board of education shall, in accordance with guidelines established by the state board of education for the development of evaluation programs and such other guidelines as may be established by mutual agreement between the local or regional board of education and the teacher' representative chosen pursuant to section 10-153b, continuously evaluate or cause to be evaluated each teacher. The superintendent shall report the status of such evaluations to the local or regional board of education on or before June first of each year. For purposes of this section, the term "teacher" shall include each employee of a board of education, below the rank of superintendent, who holds a certificate or permit issued by the state board of education.
- b. On or before January first of each year, each local and regional board of education shall submit, in writing, to the state board of education a report on the development and implementation of teacher evaluation programs consistent with guidelines established by the state board of education.

APPENDIX I

SIGNATURE BLOCK

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

THOMASTON BOARD OF EDUCATION

By: 

THOMASTON EDUCATION ASSOCIATION

By: Patricia Henderson

Date: 12/22/15

**APPENDIX K-1**

**POSITIONS, RESPONSIBILITIES, COMPENSATION**

<b>Student Activities:</b>	<b>2016-2017</b>	<b>2017-2018</b>	<b>2018-2019</b>
Band Director	\$3,869	\$3,927	\$3,986
Choral Director	\$2,394	\$2,430	\$2,466
Advisory Coordinator	\$2,722	\$2,763	\$2,804
Assistant Advisory Coordinator	\$1,633	\$1,657	\$1,682
Yearbook Advisor	\$2,011	\$2,041	\$2,072
Drama Coach	\$1,719	\$1,745	\$1,771
School Newspaper Advisor	\$1,165	\$1,182	\$1,200
Envirothon	\$971	\$986	\$1,001
J.E.T.S. Team	\$971	\$986	\$1,001
Mock Trial	\$971	\$986	\$1,001
National Honor Society	\$971	\$986	\$1,001
High School Bowl	\$971	\$986	\$1,001
Chess Club	\$971	\$986	\$1,001
G.S.A. Advisor	\$971	\$986	\$1,001
<b>Student Council Advisors:</b>			
High School	\$1,294	\$1,313	\$1,333
Middle School	\$604	\$613	\$622
<b>Class Advisors:</b>			
Grade 12	\$2,011	\$2,041	\$2,072
Grade 11	\$672	\$682	\$692
Grade 10	\$672	\$682	\$692
Grade 9	\$672	\$682	\$692
Grade 8	\$672	\$682	\$692
Grade 7	\$659	\$669	\$679

	2016-2017	2017-2018	2018-2019
<b>Director of Athletics</b>	\$6,054	\$6,145	\$6,237
<b>Dean of Students T.H.S. (reduced teaching load 1 period)</b>	\$6,054	\$6,145	\$6,237
<b>District Test Coordinator</b>	\$4,469	\$4,536	\$4,604
<b>Differentiated Staffing:</b>			
Team Leader – Gr. 7-12 (T.H.S)	\$3,122	\$3,169	\$3,217
Naviance School Site Manager	\$2,234	\$2,268	\$2,302
Team Leaders – Gr. 4-6	\$2,234	\$2,268	\$2,302
CAPT Testing Coordinator	\$2,234	\$2,268	\$2,302
Comm/Tech Coordinator	\$2,234	\$2,268	\$2,302
Vocational Coordinator	\$2,234	\$2,268	\$2,302
Test Coordinator (T.C.S)	\$2,234	\$2,268	\$2,302
Advance Placement Coordinator	\$2,234	\$2,268	\$2,302
CMT Test Coordinator	\$2,234	\$2,268	\$2,302
Spec. Ed. Program Coordinator (T.H.S)	\$2,234	\$2,268	\$2,302
Computer Technology Coordinator	\$2,234	\$2,268	\$2,302
BEST Program Coordinator	\$2,234	\$2,268	\$2,302
Test Coordinator (B.R.S)	\$2,234	\$2,268	\$2,302
Math Remediation	\$2,234	\$2,268	\$2,302
Subject Area Coord. K-12	\$2,203	\$2,236	\$2,270
Communications Advisor	\$2,203	\$2,236	\$2,270
Program Specialists	\$2,011	\$2,041	\$2,072
Web Page Coordinators (3)	\$2,011	\$2,041	\$2,072
Mentor Coordinator	\$2,011	\$2,041	\$2,072
Mentor (Includes program changes)	\$871	\$884	\$897
Audio Visual Coordinator, M.S.	\$1,621	\$1,645	\$1,670
Publicity Coordinator, H.S.	\$1,165	\$1,182	\$1,200
Regional Reflection Reviewer	\$490	\$497	\$504
Teacher in Charge (Thomaston Center School: Black Rock School)	\$156	\$158	\$160
Teacher in Charge (Thomaston Center School: Black Rock School) ½ day	\$78	\$79	\$80
Program Coordinators with 092 Certification	\$354	\$359	\$364
<b>Doctorate</b>			
In teacher's subject area or education	\$2,012	\$2,042	\$2,073

Additionally, individuals receiving any of the aforementioned stipends, shall not receive any additional pay (i.e. – per diem pay) for the performance of such duties.

**APPENDIX K-2**

**COACHES SALARIES**

<b>High School Coaches</b>	<b>2016-2017</b>	<b>2017-2018</b>	<b>2018-2019</b>
Cross Country V	\$3,395	\$3,446	\$3,498
Cross Country JV	\$2,289	\$2,323	\$2,358
Indoor Track	\$2,440	\$2,477	\$2,514
Field Hockey	\$3,721	\$3,777	\$3,834
Field Hockey JV	\$2,289	\$2,323	\$2,358
Soccer Boys V	\$3,721	\$3,777	\$3,834
Soccer Girls V	\$3,721	\$3,777	\$3,834
Soccer JV – Boys/Girls	\$2,289	\$2,323	\$2,358
Basketball Boys V	\$5,022	\$5,097	\$5,173
Basketball Boys JV	\$3,474	\$3,526	\$3,579
Basketball Boys F	\$1,599	\$1,623	\$1,647
Basketball Girls V	\$5,022	\$5,097	\$5,173
Basketball Girls JV	\$3,474	\$3,526	\$3,579
Basketball Girls F	\$1,599	\$1,623	\$1,647
Wrestling V	\$5,022	\$5,097	\$5,173
Wrestling JV	\$3,474	\$3,526	\$3,579
Cheerleading	\$2,233	\$2,267	\$2,301
Baseball V	\$3,906	\$3,965	\$4,024
Baseball JV	\$2,289	\$2,323	\$2,358
Softball V	\$3,906	\$3,965	\$4,024
Softball JV	\$2,289	\$2,323	\$2,358
Golf	\$3,721	\$3,777	\$3,834
Tennis Boys	\$3,345	\$3,395	\$3,446
Tennis Girls	\$3,345	\$3,395	\$3,446
Tennis Asst. - Boys/Girls	\$1,787	\$1,814	\$1,841
Track & Field V	\$4,091	\$4,152	\$4,214
Track & Field JV	\$2,289	\$2,323	\$2,358
<b>Middle School Coaches</b>			
Athletic Coordinator	\$2,123	\$2,155	\$2,187
Cross Country	\$1,539	\$1,562	\$1,585
Field Hockey	\$1,539	\$1,562	\$1,585
Soccer	\$1,539	\$1,562	\$1,585
Basketball Boys	\$1,539	\$1,562	\$1,585
Basketball Girls	\$1,539	\$1,562	\$1,585
Cheerleading	\$1,539	\$1,562	\$1,585
Baseball	\$1,539	\$1,562	\$1,585
Softball	\$1,539	\$1,562	\$1,585
Track & Field – MS	\$1,539	\$1,562	\$1,585
<b>Intramural Coaches</b>			
Fall	\$1,217	\$1,235	\$1,254
Winter	\$1,936	\$1,965	\$1,994
Spring	\$1,217	\$1,235	\$1,254

Additionally, individuals receiving any of the aforementioned stipends, shall not receive any additional pay (i.e. – per diem pay) for the performance of such duties.



**APPENDIX L**

**T.E.A. SALARY – 2016-2017**

<b>STEP</b>	<b>BA</b>	<b>MA</b>	<b>MA +1</b>
<b>1</b>	\$41,203	\$45,348	\$48,267
<b>2</b>	\$43,392	\$47,779	\$50,891
<b>3</b>	\$45,697	\$50,340	\$53,658
<b>4</b>	\$48,125	\$53,038	\$56,575
<b>5</b>	\$50,682	\$55,880	\$59,651
<b>6</b>	\$53,375	\$58,875	\$62,895
<b>7</b>	\$56,211	\$62,031	\$66,314
<b>8</b>	\$59,197	\$65,356	\$69,920
<b>9</b>	\$62,343	\$68,859	\$73,722
<b>10</b>	\$65,655	\$72,549	\$77,730
<b>11</b>	\$69,143	\$76,438	\$81,956
<b>12</b>	\$72,817	\$80,535	\$86,412

\*Teachers employed after July 1, 1985, shall not progress on the BA column past step 8.

Teachers employed during the 2015-2016 school year shall be re-stepped in accordance with the following for the 2016-2017 contract year:

<b><u>BA</u></b> <b><u>2015-2016</u></b> <b><u>Step</u></b>	<b><u>BA</u></b> <b><u>2016-2017</u></b> <b><u>Step</u></b>	<b><u>MA</u></b> <b><u>2015-2016</u></b> <b><u>Step</u></b>	<b><u>MA</u></b> <b><u>2016-2017</u></b> <b><u>Step</u></b>	<b><u>MA+1</u></b> <b><u>2015-2016</u></b> <b><u>Step</u></b>	<b><u>MA+1</u></b> <b><u>2016-2017</u></b> <b><u>Step</u></b>
1	1	1	1	1	1
2	1	2	1	2	1
3	2	3	2	3	2
4	3	4	3	4	3
5	4	5	4	5	4
6	5	6	5	6	5
7	5	7	5	7	5
8	6	8	6	8	6
9	7	9	7	9	7
10	8	10	8	10	8
11	9	11	9	11	10
12	11	12	11	12	11
13	12	13	12	13	12

**APPENDIX L**

**T.E.A. SALARY – 2017-2018**

<b>STEP</b>	<b>BA</b>	<b>MA</b>	<b>MA +1</b>
<b>1</b>	\$41,371	\$45,534	\$48,465
<b>2</b>	\$43,570	\$47,975	\$51,100
<b>3</b>	\$45,884	\$50,546	\$53,878
<b>4</b>	\$48,322	\$53,255	\$56,807
<b>5</b>	\$50,890	\$56,109	\$59,896
<b>6</b>	\$53,594	\$59,117	\$63,153
<b>7</b>	\$56,441	\$62,285	\$66,586
<b>8</b>	\$59,440	\$65,624	\$70,207
<b>9</b>	\$62,598	\$69,141	\$74,024
<b>10</b>	\$65,924	\$72,847	\$78,049
<b>11</b>	\$69,427	\$76,751	\$82,292
<b>12</b>	\$73,545	\$81,340	\$87,276

\*Teachers employed after July 1, 1985, shall not progress on the BA column past step 8.

Teachers employed during the 2016-2017 school year will move up one (1) step with the commencement of the 2017-2018 contract year.

**APPENDIX L**

**T.E.A. SALARY - 2018-2019**

<b>STEP</b>	<b>BA</b>	<b>MA</b>	<b>MA +1</b>
<b>1</b>	\$41,699	\$45,894	\$48,848
<b>2</b>	\$43,914	\$48,354	\$51,504
<b>3</b>	\$46,248	\$50,946	\$54,304
<b>4</b>	\$48,705	\$53,677	\$57,257
<b>5</b>	\$51,293	\$56,554	\$60,370
<b>6</b>	\$54,018	\$59,585	\$63,653
<b>7</b>	\$56,888	\$62,778	\$67,113
<b>8</b>	\$59,911	\$66,143	\$70,762
<b>9</b>	\$63,094	\$69,688	\$74,610
<b>10</b>	\$66,446	\$73,424	\$78,666
<b>11</b>	\$69,976	\$77,359	\$82,944
<b>12</b>	\$74,464	\$82,357	\$88,367

\*Teachers employed after July 1, 1985, shall not progress on the BA column past step 8.

Teachers employed during the 2017-2018 school year will move up one (1) step with the commencement of the 2018-2019 contract year.