

PROFESSIONAL AGREEMENT
Between the
GRISWOLD BOARD OF EDUCATION
And the
GRISWOLD EDUCATION ASSOCIATION
2020-2023

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THIS AGREEMENT IS MADE AND ENTERED INTO on this 13 day of January, 2020 by and between the GRISWOLD BOARD OF EDUCATION (hereinafter referred to as the "Board") and the GRISWOLD EDUCATION ASSOCIATION (hereinafter referred to as the "Association"), affiliated with the Connecticut Education Association and the National Education Association.

ARTICLE I
PREFACE

- a. This Agreement is negotiated under sections 10-153a through 10-153g of the Connecticut General Statutes, as amended, in order (a) to fix its term, the salaries and all other conditions of employment provided herein, and (b) to encourage and abet effective and harmonious working relationships between the Board and the professional staff in order that the cause of public education may be best served.
- b. The Board and the Association recognize the importance of responsible participation by the entire professional staff in the educational process, planning, development and growth.
- c. This Agreement shall constitute the policy of the Board and the Association in the subject areas covered by the Agreement for the duration of the Agreement unless changed by the mutual consent of both parties.

ARTICLE II
PREROGATIVES

- a. It is acknowledged that the Board and the Superintendent of Schools (hereinafter referred to as the "Superintendent") reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the operation of the public schools in the town of Griswold and their professional staff under section 10-220 of the Connecticut General Statutes, as amended, and other governing laws, ordinances, rules and regulations (municipal, state and federal), subject to the provisions of this Agreement.
- b. In the area of teaching year, teaching day, assignment of teachers, teaching facilities and teacher aides, the Board shall have the prerogative of establishing and changing policy. The Board also recognizes that the teachers are entitled to early notification of Board policies in these aforementioned areas. Every member of the bargaining unit covered by this contract shall be compensated on the basis of the equivalent of one hundred eighty (180) student days, with the Board retaining the discretion to assign a total of one hundred eighty-eight (188) days which shall be compensated at a per diem rate.

If the Board, at its discretion, lengthens the teachers' workday beyond 7 ¼ hours, it shall compensate the professional staff members at a rate of compensation based upon a prorating of the staff member's annual salary equal to a percentage of the time the school day is extended, i.e., if the school day is increased by five percent (5%), then salaries must also be increased by five percent (5%).

- c. The Board shall establish written statements of its policies which shall be disseminated electronically to staff members as they are adopted. Newly employed personnel shall be directed at the time of hire to all Board policies in effect at that time.
- d. In all matters under this Agreement calling for the exercise of judgment or discretion on the part of the Board, the decision of the Board shall be final and binding except where some other standard of

grievability is set forth in this Agreement. However, it is understood that such judgment or discretion shall be exercised in a reasonable manner.

- e. In all areas of administrative responsibility directly designated or implied, the administrator shall have the decision-making authority associated with the responsibility. In case of conflict in this area, the grievance procedure as outlined in this contract will apply. The judgment made by the higher authority shall prevail until such time as the conflict is resolved.

ARTICLE III
RECOGNITION

- a. The Board hereby recognizes the Association as the exclusive representative, as deemed in sections 10-153b through 10-153f of the Connecticut General Statutes, as amended, for the entire group of certificated professional employees of the Board, other than temporary substitutes, under contract and not in an administrative or supervisory capacity.
- b. Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement shall refer to all certified professional employees of the Board, other than temporary substitutes, under contract and not in an administrative or supervisory capacity.

ARTICLE IV
GRIEVANCE PROCEDURE

- a. Purpose

The purpose of this procedure is to provide the professional teacher with security from incidental injustices and to secure, at the lowest possible administrative level, reasonable solutions to the problems which may arise affecting the welfare or working conditions of teachers. Both parties agree that proceedings shall be kept as confidential as is appropriate.

- b. Definitions

"Grievance" shall mean a claim by a teacher that as to him/her there has been a misinterpretation or misapplication of this Agreement or an administrative decision which adversely affects him/her. Grievances will be heard on matters in direct violation of sections of this Agreement.

"Teacher" shall mean any certified professional employee in a position requiring certification under contract and not in an administrative or supervisory capacity. It may also include a group of teachers similarly affected by a grievance.

"Board" shall mean the Griswold Board of Education acting in its official capacity.

"Party in interest" shall mean the person or persons making the claim, including their designated representative(s) as provided 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.

"Days" shall mean days when school is in session except where otherwise provided.

c. Time limits

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. The time limits specified may, however, be extended by written agreement of the parties in interest.

If a teacher does not file a grievance in writing within thirty (30) days after he/she knew, or should have known, of the act or condition upon which the grievance is based, then the grievance shall be considered to have been waived.

Failure by the aggrieved teacher at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be an acceptance of the decision rendered at that level.

d. Informal Procedures

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

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

e. Formal Procedures

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 within five (5) days of the conclusion of the informal procedure or thirty (30) days otherwise after he/she knew or should have known of the act or conditions upon which the grievance is based.

The principal shall, within five (5) days after receipt of the written grievance, render his/her decision and the reasons therefor in writing to the aggrieved teacher, with a copy to the Association and the Superintendent.

Level Two: Superintendent

If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level One, within three (3) days after the decision, or within eight (8) days after his/her formal presentation, the aggrieved teacher or the Association may file a written grievance with the Superintendent.

The Superintendent and/or his/her representative shall meet with the teacher and the Association representative within ten (10) days after receipt by him/her of such appeal, and shall give his/her decision in writing to the teacher and the Association within five (5) days of such a meeting stating that the grievance is either upheld or denied and the reasons therefor.

Level Three: Board of Education

If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two, within three (3) days after the decision, or within six (6) days after the hearing, he/she or the Association may file a written appeal with the Board.

Within thirty (30) days after receipt of the appeal, the Board, or a committee of the Board, shall schedule a meeting with the teacher, an Association representative and the Superintendent. However, the ultimate decision on the grievance shall be rendered by the Board.

The decision shall be given in writing to the teacher and the Association within fifteen (15) calendar days of said meeting stating that the grievance is either upheld or denied and the reason therefor.

Nothing contained above shall be construed as preventing the Superintendent at Level Two or the Board at Level Three from requiring the involved principal and/or immediate supervisor to be present.

Level Four: Arbitration

In the event a grievance is not resolved at Level Three, the teacher may, within five (5) days after the decision, request in writing to the president of the Association that his/her grievance be submitted to arbitration.

The Association may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing, and by filing a demand for the arbitration under the Voluntary Labor arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings and conduct them in accordance with its administrative procedures, practices and rules.

The chairperson of the Board and the president of the Association shall, within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, the parties shall select an arbitrator in accordance with the rules of the American Arbitration Association

The arbitrator shall render his/her findings of fact, reasoning, and conclusions on the issues submitted and shall make appropriate compensatory awards when necessary. The decision of the arbitrator shall be final and binding upon the parties in interest.

The arbitrator shall hear and decide only one (1) grievance in each case. He/she shall be bound by and must comply with all of the terms of this Agreement. He/she shall not have the power to add to, delete from, or modify in any way any of the provisions of this Agreement. The cost for the services of the arbitrator shall be borne equally by the Board and the Association.

f. Rights of Teachers to Representation

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, nor should reprisals of any kind be taken against the Board or the Association.

Any party in interest may be represented at Levels 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 Association.

The Board and the teacher or the Association may utilize the services of a professional consultant at Levels Three or Four of this procedure. Should either party seek such a consultant, a notice in writing to this effect will be forwarded to the other party or parties within five (5) days of the scheduled meeting and the other party may then be similarly represented and shall provide notice in writing to this effect to the other party or parties at least twenty four (24) hours before the meeting.

It is understood that the teacher shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board and administration until such grievance and any effect thereof shall have been fully determined.

g. Miscellaneous

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Forms for filing and processing grievances, and other necessary documents, will be prepared by the Superintendent and distributed to the parties in interest and the Association so as to facilitate operation of the grievance procedure.

The Association, its members, a representative or representatives and agents shall not interfere, restrain or coerce the Board, its members, representatives, agents or Superintendent in the performance of their respective duties and obligations imposed upon them by the State of Connecticut and the Town of Griswold, provided that this clause shall not preclude the Association from carrying out its statutory functions as the exclusive representative of the teachers.

ARTICLE V
PROFESSIONAL NEGOTIATIONS

- a. Pursuant to the Connecticut General Statutes, as amended, the Association agrees to begin negotiations in good faith with the Board, in accordance with the procedures set forth herein, to secure a successor agreement relative to all matters concerning salaries and all other conditions of employment. This Agreement so negotiated shall bind and inure to the benefit of the Board and all members of the unit, and shall be reduced to writing and signed by the Board and the Association.
- b. During negotiation, the Board and the Association shall exchange relevant data, points of view and proposals and counterproposals with respect to salaries and any other conditions of employment about which either party wishes to negotiate; provided, however, that this shall not obligate the Board to negotiate concerning matters which are by applicable state, federal or local law committed solely to its discretion and responsibility. Either party may, if it so desires, utilize the service of outside consultants and may call upon professional and lay representatives to assist in the negotiations. If such consultants are to be present at negotiations, the other party shall be advised at least five (5) days beforehand. The aforementioned "other party" may then be entitled to have consultants and shall provide notice in writing to this effect to the other party at least twenty four (24) hours before the meeting.

ARTICLE VI
CONSULTATION

- a. The Board and the Association agree that they, or their designated representative, will meet, upon request, but not more than bimonthly, to discuss matters affecting the Griswold education system. This does not preclude the right of the Board to discuss any such matter with any member or members of its personnel.
- b. Such meetings shall not extend for more than two (2) hours, except by mutual consent.
- c. Each party shall submit, at least one (1) week in advance, the items which they wish to be placed upon the agenda for discussion.

ARTICLE VII
EVALUATION REPORTS

Evaluations shall be conducted under applicable state statutes.

ARTICLE VIII
PREPARATION PERIODS

- a. All full-time teachers shall have, in addition to their duty-free lunch period, one (1) continuous preparation period each instructional day. The preparation period for elementary teachers will be during that time a specialist conducts a class.

Every reasonable effort will be made not to schedule PPT meetings during preparation periods. Parent/teacher conferences may be scheduled by mutual agreement.

- b. Teachers will be relieved of responsibility for their class during such time as any other teacher is conducting the class.

ARTICLE IX
MEETINGS/TEACHING LOAD

- a. Every effort will be made to avoid holding meetings and/or workshops on consecutive days.
- b. Evening parent-teacher meetings/conferences will be limited to between two (2) to three (3) per year.
- c. The Board will notify the Association prior to any increase in the number of classes a teacher is required to teach and the parties will negotiate prior to the institution of any such increase. The Board retains the right to act unilaterally in legitimate emergency situations.
- d. The Board will make every reasonable effort to keep class sizes at a reasonable level throughout the school system. In addition, where learning situations necessitate smaller class sizes than those that exist, every reasonable attempt will be made to arrive at an educationally sound solution.

ARTICLE X
DUTY-FREE LUNCH

All teachers shall daily have an uninterrupted, duty-free lunch period of twenty-five (25) minutes. It is expected that a teacher returning from lunch shall be at his/her teaching station prior to the start of his/her next assigned class. It is understood that teachers are free to leave the school providing they notify the office. Teachers, however, recognize their professional responsibility to remain during emergency situations.

ARTICLE XI
TEACHER FACILITIES

- a. The Board will make reasonable efforts to furnish adequate space in the teachers' classrooms to safely store instructional materials and supplies.
- b. There will be furnished in the teachers' room reasonable table space and equipment, including a computer and duplicating facilities.
- c. Parking space shall be provided to all regular professional personnel.
- d. The faculty shall have access to a telephone in the office in each school.

ARTICLE XII
SCHOOL FACILITIES

- a. That the teachers may have convenient access to Association meetings, the Association will have the right to use school buildings without cost at reasonable times for meetings if held during the working hours of the custodial staff. The Association agrees that it is responsible for leaving such areas in the same condition as when entered. Permission for use of the school building must be obtained from the Superintendent and must be requested in writing.
- b. There will be one (1) bulletin board in each school building, which will be placed in the faculty lounge, for the purpose of displaying Association notices, circulars and other material. Such material shall be Association-initiated and its use reserved for the good of the profession and the school system. All such notices and other materials shall be made available to the building principal at all times.
- c. The use of the school mailboxes by the Association shall be for the business of the Association only. Any use of the mailboxes other than specific Association business must receive the approval of the building principal.

ARTICLE XIII
PERSONAL INJURY

Whenever a certified professional employee is absent from his/her professional duties as a result of personal injury caused by an accident arising out of and in the course of his/her service, he/she shall be entitled to receive benefits pursuant to the provisions of Chapter 566 of the Connecticut General Statutes (Workers' Compensation Act). He/she shall be paid, in addition to the benefits aforesaid, his/her salary, reduced by the amount of any weekly compensation received by him/her pursuant to the provisions of said Act; provided, however, that the entitlement hereunder to a full salary shall not exceed ninety (90) school days, and no part of such absence shall be charged to his/her annual or

accumulated sick leave as otherwise established by this Agreement.

ARTICLE XIV
NOTIFICATION OF TEACHING ASSIGNMENTS

- a. All teachers will be assigned to positions by the Superintendent, whose responsibility it will be to place teachers where their contributions will be of greatest benefit to the educational program. Tentative assignments for the coming year and notification thereof will be made by the close of school in June.
- b. In the event of a change in circumstances or conditions during the months of July and August, such assignments may be changed only as required thereby, with immediate notice in writing to the teachers affected.
- c. In the event of the involuntary transfer or reassignment of a teacher, that teacher will meet with his/her principal or Director of Special Education, as appropriate. Prior to making an involuntary transfer or reassignment, the Superintendent, or his/her designee as appropriate, will meet with the teacher(s) along with a representative of the teacher's choice to discuss the reasons for the involuntary transfer or reassignment.

ARTICLE XV
VACANCIES

- a. The assignment and transfer of personnel to teaching and extracurricular positions is the responsibility of the Board.
- b. When vacancies occur in teaching, supervisory, administrative, or stipend positions (i.e., teacher, department head, associate principal, etc.) notice shall be given to all staff members through e-mail posting and on building bulletin boards.
- c. The notice shall set forth the qualifications for the position.
- d. The vacancy shall not be filled until at least fourteen (14) days following the posting or mailing of such notification. This may be waived in emergency situations.
- e. Staff members applying for such positions must do so through Applitrack unless otherwise designated in the notice.

ARTICLE XVI
SICK LEAVE

- a. A teacher will be granted fifteen (15) days of sick leave with full pay upon commencement of employment at the beginning of the school year and annually thereafter. Sick leave for employment beginning after commencement of the school year shall be prorated accordingly.
- b. Unused sick leave may be accumulated for further use but the total accumulation shall not exceed one hundred eighty (180) school days.
- c. An extension of sick leave up to a maximum of fifteen (15) days may be granted to teachers who have exceeded their cumulative sick leave. The teacher will be paid the difference between his/her daily wage and that of the substitute. Daily wages will be computed at 1/200th

of the annual salary. Such extension may be granted where the teacher is unable to work due to long-term continuous illness, injury or a serious medical complication including those arising out of pregnancy.

- d. Each teacher shall be informed of his/her accrued sick leave during the month of September in each school year.
- e. It is agreed between the Association and the Board that teachers who anticipate need to utilize sick leave shall, whenever possible, notify the Superintendent of the date of the anticipated leave.
- f. Each teacher may use up to a total of five (5) accrued sick days annually for illness of immediate family members as defined by the FMLA.
- g. Upon retirement at age fifty-five (55) years or later, teachers will be reimbursed for up to fifteen (15) unused, accumulated sick days at the rate of ninety five (\$95) per day. In order to be eligible to receive the benefits set forth in this paragraph, the teacher must provide written notification of retirement to the Superintendent of Schools no later than December 1st of the school year in which the teacher intends to retire and the teacher must submit an application for retirement and begin receiving retirement benefits after leaving the District.

ARTICLE XVII
PERSONAL LEAVE

- a. The Association and the Board recognize that during the year it may be necessary to conduct personal business, which cannot be scheduled outside of the workday. Therefore, six (6) personal days leave of absence per school year have been set aside for conducting such business, including:
 - 1. Legal or financial business that requires the employee's attendance and cannot be scheduled outside the work day (e.g. house closing);
 - 2. family;
 - 3. funeral (parent, child, spouse, grandparents, aunt/uncle, brother, sister, mother-in-law or father-in-law);
 - 4. religious observance;
 - 5. Attendance at graduation exercises for self, spouse or children;
 - 6. extenuating circumstances approved by the Superintendent of Schools; or
 - 7. an unstated reason not to exceed one (1) day but such day shall not fall on the day prior to or immediately following a vacation or holiday.
- b. This paid leave will not be granted for vacation, part of a vacation or a honeymoon, and teachers who violate this requirement are subject to being charged with insubordination as defined in the Teacher Fair Dismissal Act.

- c. Absent emergency, written application for personal leave shall be made to the immediate supervisor at least three (3) days before taking such leave. Personal leave will be granted on the basis of the application.
- d. Personal leave shall not be cumulative.

ARTICLE XVIII
CONFERENCE LEAVE

- a. A teacher shall be eligible for conference leave at full pay at the discretion of the Superintendent.
- b. Conference leave includes, but is not restricted to, attendance at institutes, workshops, conventions, visitation, etc.
- c. A written follow-up report to the Superintendent will be expected of all those granted conference leave.

ARTICLE XIX
CHILDBEARING AND PARENTHOOD LEAVE

- a. The Board will comply with pertinent federal and state laws concerning childbearing leaves for teachers who become pregnant. The amount of such available leave will be based on the period of medical disability as certified by the teacher's physician.
- b. Each full-time teacher who has been employed by the Board shall be eligible for up to twelve (12) weeks unpaid leave in a school year in accordance with the provisions of the Family and Medical Leave Act of 1993 for one or more of the following:

birth of a child of the employee; or

placement of a child with the employee for adoption or foster care; or

care for a spouse/civil union partner, child or parent of the employee if that spouse, child or parent has a serious health condition for which the teacher is needed to provide care; or

a serious health condition of the employee that makes the employee unable to perform the functions of his/her position; or

a qualifying exigency arising out of the fact that the teacher's spouse/civil union partner; son/daughter or parent is on active duty or call to active duty status in support of a contingency operation as a member of the armed forces (including the National Guard or Reserves); or

A serious injury or illness affecting a covered service member for whom the teacher is the spouse/civil union partner; son/daughter; parent; or next of kin; or

Organ or bone marrow donation.

- c. Accumulated sick and personal leave to which a teacher taking leave for a serious health condition is entitled shall be substituted for any part of the twelve-week period of leave. A teacher may be paid for the remainder of the childrearing leave time using accumulated sick leave, less the cost of a substitute.
- d. The Superintendent or his/her designee shall discuss all requests for leave under this section on a case-by-case basis with the teacher requesting leave in order to best meet the needs of both the teacher and the school system.
- e. The teacher during the period of such leave shall continue to receive health insurance coverage on the same terms as if he/she had continued to work. Appropriate arrangements will be made for the teacher to pay on a timely basis his/her share of the health insurance premiums while on leave. As provided by law, in some instances the Board may recover the premiums it paid to maintain health coverage for the teacher who fails to return to work from this leave.

ARTICLE XX
UNCOMPENSATED SABBATICAL LEAVE

- a. Teachers who have completed at least seven (7) consecutive years in the Griswold school system will be eligible for sabbatical leave.
- b. Request must be made in writing to the Board on or before March 1 of the year prior to the school year in which the leave is desired.
- c. No more than one (1) elementary, one (1) middle and one (1) high school teacher shall be on sabbatical leave at any one time.
- d. Advancement on the salary schedule will be granted to the teacher upon return to the system.

ARTICLE XXI
OTHER LEAVES OF ABSENCE

- a. Other extended leaves, with or without salary, may be granted at the discretion of the Board.
- b. Leaves of absence not covered by any portion of this Agreement will result in the teacher having 1 /200th of his/her annual salary deducted for each day's absence.
- c. It is agreed that teachers who apply for other leaves of absence and who go on leave despite denial of the request may be charged with insubordination as provided in the Connecticut Tenure Law, Section 10-151.

ARTICLE XXII
INSURANCE BENEFITS

- a. The following coverage will be offered to teachers with premium shares as stated:

2020-21	19.5% covered employee	80.5%	Board
2021-22	20% covered employee	80.0%	Board
2022-23	20.5% covered employee	79.5%	Board

1. Anthem High Deductible Health Plan (HDHP). The plan shall have a \$2,000 deductible for single person coverage and a \$4,000 deductible for a two or more person family coverage for in network covered services. Preventive services shall be covered at 100%. Once reaching the deductible, the plan shall cover 100% of the cost for any in network services provided. There shall be post deductible prescription co-pays in the amount of \$5/\$30/\$40

The Board will fund the following amounts toward the annual deductible for eligible employees into the employee's Health Savings Account (HSA):

- July 1, 2020 - \$1,000 for single coverage and \$2,000 for two or more person/family coverage (Two equal payments in September and January)
- July 1, 2021 - \$1,000 for single coverage and \$2,000 for two or more person/family coverage (Two equal payments in September and January)
- July 1, 2022 - \$1,000 for single coverage and \$2,000 for two or more person/family coverage (Two equal payments in September and January)

The Board's contributions to an employee's HSA shall be prorated by month to reflect the proportional number of months remaining in the plan year for any employee who, due to a qualifying event, enrolls in the HDHP after July of any given HDHP plan year.

Should an employee who currently takes the Board's Health Insurance Plan for single coverage change their coverage level to two person or family coverage during the insurance contract year, the Board shall deposit the remaining share of the teacher's newly applicable deductible into their Health Saving Account on a monthly prorated basis for that period.

Any employee who terminates employment before the end of any HDHP plan year for which the Board has contributed to the employee's HSA, shall repay a proportional portion of the deductible contribution to the Board.

The Board's annual contribution toward the funding of the HSA is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for employees. The Board shall have no obligation to fund any portion of the plan for retirees or other individuals upon their separation from employment.

The Board shall pay the cost associated with setting up the HSA and will

make available pre-tax direct deposit payroll deductions for employees who wish to make additional pre-tax contributions to their accounts up to the amount permitted by law.

2. If an employee is precluded from participating in the HSA because he or she does not meet the minimum requirements of federal tax laws and/or regulations, the Board shall provide the employee with access to a Health Reimbursement Account (“HRA”). The Board’s annual contribution to the HRA shall not exceed its annual contribution to the HSA, based on the employee’s coverage level.
 3. A vision plan will be offered by Anthem during the 2020-2023 Agreement that is substantially equal to or better than the vision plan in effect during the 2019-2020 school year.
 4. The Patient Protection and Affordable Care Act (“PPACA”; Public Law 111-148) has set forth and codified under the Internal Revenue Code (“IRC”) §49801 the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. Should any Federal statute or regulation pertaining to IRC §49801 be mandated to take effect during the term of this Agreement triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will reopen the insurance provisions for the purpose of addressing the impact of the excise tax. No other provision of the Agreement shall be reopened during such mid-term negotiations.
- b. Life Insurance: The Board agrees to pay one hundred percent (100%) of the cost of a twenty thousand dollar (\$20,000.00) policy for all active teachers, regardless of age.
 - c. The Board may, in place of the Health Insurance plan described above, provide a different policy with substantially equivalent benefits, coverage and administration taken as a whole. This requires prior notice to and approval (such approval not to be unreasonably withheld) from the Association.
 - d. Teachers' contributions toward insurance premiums will be made by payroll deductions. To facilitate this insurance co-payment, the Board shall maintain a salary reduction agreement under Section 125 of the Internal Revenue Service Code so that these payments may be made from pretax dollars as provided by law.
 - e. The Board shall maintain a Section 125 Plan and Flexible Spending Plan for dependent care for eligible bargaining unit members. The Plans shall be established and administered

pursuant to applicable federal laws and regulations, and shall be administered at no cost to the Board. The Board shall have no liability concerning the operation and administration of the Plans.

- f. The Parties agree to have a Wellness and Insurance Study Group to research Prescription plans and other insurance issues. All information will be shared between the parties however no changes will be implemented or agreed to by the Study Committee or allowed by equivalent language.

ARTICLE XXIII
LEGAL ACTION

- a. Teachers shall report immediately in writing to their principal and to the central office all cases of assault against them in connection with their employment. Such report shall be forwarded through the Superintendent to the Board, which shall comply with any reasonable request from the teacher for information in its possession, not privileged under law, which relates to the incident or the person involved.
- b. Where the choice of counsel rests solely with the Board, the Board will select a counsel of its own choice after consultation with the teacher or teachers involved.

ARTICLE XXIV
PROFESSIONAL AGREEMENT FORM

A professional salary agreement will be provided.

ARTICLE XXV
SALARIES

- a. The salaries of all the teachers covered by this Agreement are set forth in this Agreement.
- b. Teachers have the option of receiving either 21 paychecks in equal installments during the school year or 21 paychecks during the school year where the first 20 paychecks are in equal installments and the 21st paycheck is a payment equal to 6 additional paychecks.
- c. Teachers shall annually select a bank or credit union of their choice for the direct deposit of their paycheck. Paycheck vouchers will be e-mailed to teachers.

ARTICLE XXVI
DEGREE DEFINITION

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

- a. Bachelor: A baccalaureate degree earned at an accredited college or university.
- b. Master: A master's degree earned at an accredited college or university.
- c. Sixth Year: A second master's degree or a sixth year certificate or an advanced graduate certificate.
- d. Those teachers under contracts as of June 30, 2003 will be grandfathered under the

provisions of the definitions of b-c of the 2000-03 agreement.

ARTICLE XXVII
PLACEMENT ON THE SALARY SCHEDULE

- a. Teachers shall be appropriately placed on the salary schedule based upon their experience and degree status, subject to paragraph d.
- b. Teachers will receive annual increments according to the schedule unless withheld for unsatisfactory performance.
- c. It will be the responsibility of the teacher who qualifies for a change in degree status to notify the office of the Superintendent prior to the beginning of the school year. Appropriate verification must accompany the notification.
- d. The Superintendent will determine the amount of credit to be given for previous teaching experience in public, private and/or military dependency schools. Intermittent or short-term substitute service will not be credited as previous teaching experience. The Superintendent will determine the appropriate credit to be given for prior non-teaching employment experience.
- e. Over ninety (90) days teaching experience in any one school in any one school year will count as a full year's experience.

ARTICLE XXVIII
EXTRA PAY FOR EXTRA SERVICES

- a. Extra services for which extra compensation shall be paid, and the amounts of such compensation, are set forth in this Agreement.
- b. All extra services for which extra compensation is provided will be on separate contract forms and will be set up on an annual basis.
- c. All such appointments are subject to annual approval by the Board.

ARTICLE XXIX
ANNUITY PLAN

- a. Teachers shall be eligible to participate in tax-sheltered annuity plans pursuant to United States Public Law No. 87-370.
- b. The Board will make timely payments on a bi-weekly basis to a member's designated tax sheltered annuity program approved by the Office of the Superintendent.

ARTICLE XXX
PAYROLL DEDUCTIONS

- a. The following agencies, in addition to those required by law, are eligible for deductions:

Washington National Insurance

Tax-sheltered Annuity Plans
Connecticut Education Association
Griswold Education Association
National Education Association
Colonial life and Accident Insurance
Horace Mann Insurance

- b. All requests for deductions must be in writing on approved, authorized forms.
- c. Association Dues
 - 1. All teachers employed by the Board may join the Association.
 - 2. The Board agrees to deduct from each teacher who elects to become a member, an amount equal to the Association membership dues by means of payroll deductions. The amount of the deduction from each paycheck for membership dues shall be equal to the total Association membership dues divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The amount of Association membership dues shall be certified by the Association to the Board prior to the opening of school each year.
 - 3. Those teachers whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the remaining school year.
 - 4. The Board agrees to forward to the Association each month a check for the amount of dues deducted during that month. The Board shall include with such check a list of teachers for whom such deductions were made.
 - 5. No later than the first paycheck in October of each school year, the Board shall provide the Association with a list of all employees of the Board and the positions held by said employees. The Board shall notify the Association monthly of any changes in said list.
 - 6. The singular reference to the "Association" herein shall be interpreted as referring to the Griswold Education Association, the Connecticut Education Association, and the National Education Association.
 - 7. Save Harmless: The Association shall indemnify the Board and hold the Board harmless against any and all claims, demands, suits or other form of liability that may arise out of, or by reason of, any action taken by the Board for the purpose of complying with the provisions of this article.

ARTICLE XXXI
GENERAL PROVISIONS

- a. There shall be no reprisal of any kind taken against any teacher by reason of membership in a professional organization or participation in its activities.
- b. All provisions of this Agreement shall apply equally to all teachers, without discrimination in regard to age, race, creed, color, religion, nationality, sex or marital status, physical disability

and sexual orientation. This provision shall not be subject to the arbitration provisions of this Agreement.

- c. No teacher shall receive a written disciplinary warning or be suspended without pay for disciplinary reasons without just cause. Since all matters involving teacher terminations and non-renewals are exclusively resolved under the tenure law, this language shall not apply to terminations and non-renewals.

ARTICLE XXXII
EXTRA CURRICULAR ACTIVITIES

September 1, 2020:	Increase by 1%
September 1, 2021:	Increase by 1%
September 1, 2022:	Increase by 1%

If stipends are shared between teachers, the compensation shall be split among them.

Classifications are created 1-5 with 5 being the highest rating and 1 the lowest. All salaries are based on the following percentages of the category 5 amount.

<u>Classifications</u>	<u>Percentage</u>	<u>Salary 2020-21</u>	<u>Salary 2021-22</u>	<u>Salary 2022-23</u>
5	100%	\$6,264	\$6,327	\$6,390
4	85%	\$5,324	\$5,378	\$5,431
3	75%	\$4,698	\$4,745	\$4,792
2	60%	\$3,758	\$3,796	\$3,834
1	45%	\$2,819	\$2,847	\$2,875

<u>Classifications</u>	<u>Sport</u>	<u>Salary 2020-21</u>	<u>Salary 2021-22</u>	<u>Salary 2022-23</u>
5	Boys Basketball	\$6,264	\$6,327	\$6,390
	Girls Basketball	\$6,264	\$6,327	\$6,390
	Football	\$6,264	\$6,327	\$6,390
4	Baseball	\$5,325	\$5,378	\$5,432
	Softball	\$5,325	\$5,378	\$5,432
	Wrestling	\$5,325	\$5,378	\$5,432
3	Boys Soccer	\$4,699	\$4,746	\$4,793
	Girls Soccer	\$4,699	\$4,746	\$4,793

	Volleyball	\$4,699	\$4,746	\$4,793
	Outdoor Track	\$4,699	\$4,746	\$4,793
2	MS Boys Basketball	\$3,758	\$3,796	\$3,834
	MS Girls Basketball	\$3,758	\$3,796	\$3,834
	Boys X-country	\$3,758	\$3,796	\$3,834
	Girls X-Country	\$3,758	\$3,796	\$3,834
	Tennis	\$3,758	\$3,796	\$3,834
	Golf	\$3,758	\$3,796	\$3,834
	Indoor Track	\$3,758	\$3,796	\$3,834
	Cheerleading (yearly)	\$3,758	\$3,796	\$3,834
	Fencing	\$3,758	\$3,796	\$3,834
1	MS Boys Track	\$2,819	\$2,847	\$2,876
	MS Girls Track	\$2,819	\$2,847	\$2,876
	Fun Run (yearly)	\$2,819	\$2,847	\$2,876
	MS Boys X-county	\$2,819	\$2,847	\$2,876
	MS Girls X-country	\$2,819	\$2,847	\$2,876

Any coach who is appointed head coach of two varsity sports which are combined in the same season (example: girls and boys track) will move up one category on the pay scale.

ASSISTANT COACHES SALARIES

Assistant Coaches salaries are based on the following percentages of the head coaches base salary of the particular sport:

1st Assistant	70%
2nd, 3rd, 4th, 5th Assistant	60%

Instructional Leadership Positions (GES/GMS Team Leaders September 1, 2020: 1%; September 1, 2021: 1%; September 1, 2023: 1%)

	<u>Salary 2020-21</u>	<u>Salary 2021-22</u>	<u>Salary 2022-23</u>
Department Leaders, GHS (without 092)	\$3,674	\$3,711	\$3,748
Team Leaders, GMS, GES	\$2,892	\$2,921	\$2,950
Teacher in Charge, GAS	\$6,264	\$6,327	\$6,390
Guidance Director (Plus Extended Year (25 days))	\$11,128 (Plus Extended Year per diem)	\$11,239 (Plus Extended Year per diem)	\$11,352 (Plus Extended Year per diem)

<p>Other Guidance (4) Extended Year: Elementary School (1), 5 days ; Middle School (1), 10 days; High School (2), 10 days total. The total number of days shall be split between the end and commencement of the school year as approved by the building administrator after consultation with the counselors.</p>	<p>Per diem</p>	<p>Per diem</p>	<p>Per diem</p>
<p>Added Teaching/ Special Project Work</p>	<p>\$38</p>	<p>\$39</p>	<p>\$39</p>

Enrichment Positions

	<u>Salary 2020-21</u>	<u>Salary 2021-22</u>	<u>Salary 2022-23</u>
Vocal Music Director	\$2,954	\$2,984	\$3,014
Instrumental Music Director	\$3,407	\$3,441	\$3,475
Yearbook Advisor, GHS	\$3,804	\$3,842	\$3,880
Yearbook Advisor, GMS	\$1,770	\$1,787	\$1,805
Yearbook Advisor, GES	\$1,770	\$1,787	\$1,805
Senior Class Advisor	\$2,277	\$2,299	\$2,322
Junior Class Advisor	\$1,718	\$1,735	\$1,753
Freshman Success Coordinator	\$1,433	\$1,448	\$1,462
Drama Coach	\$3,408	\$3,441	\$3,475
Education TV/Video Coordinator	\$3,912	\$3,951	\$3,990
Intramurals Activity Coordinator	\$2,658	\$2,685	\$2,712
Fall Drama, Non-Musical	\$2,726	\$2,753	\$2,781
Math Enrichment, GMS	\$1,770	\$1,787	\$1,805
Math Enrichment, GES	\$1,770	\$1,787	\$1,805
Exploratory Enrichment Coordinator, GMS	\$1,770	\$1,787	\$1,805
Exploratory Enrichment Coordinator, GES	\$1,770	\$1,787	\$1,805
GHS Student Council Advisor	\$2,277	\$2,299	\$2,322
GMS Student Council Advisor	\$1,770	\$1,787	\$1,805

Should outside funds be made available to pay for existing or new stipend positions, the Superintendent, the Association President and the Student Activities Coordinator shall determine the appropriate amount to be paid, regardless of the amount of funds that are made available from the outside source.

ARTICLE XXXIV
GRISWOLD SALARY SCHEDULE

2020-2021 Salary Schedule

	BA	MA	6TH YR
Step			
1	47,150	49,498	51,848
2	48,963	51,353	53,943
3	50,947	53,382	55,816
4	52,973	55,421	57,872
5	54,920	57,332	59,742
6	57,045	59,428	61,814
7	58,965	61,316	63,667
8	61,394	63,733	66,071
9	64,100	66,442	68,779
10	66,237	68,555	70,875
11	68,920	71,241	73,558
12	71,263	73,570	75,877
13	74,533	76,860	79,187
14	79,172	81,386	83,597

There shall be no step movement for the 2020-2021 contract year.

2021-2022 Salary Schedule

	BA	MA	6TH YR
Step			
1	49,036	51,478	53,922
2	50,922	53,407	56,101
3	52,984	55,517	58,048
4	55,092	57,638	60,187
5	57,116	59,626	62,132
6	59,327	61,805	64,286
7	61,324	63,768	66,214
8	63,849	66,282	68,714
9	66,664	69,100	71,530
10	68,886	71,297	73,710
11	71,677	74,091	76,500
12	74,113	76,513	78,912
13	77,514	79,934	82,355
14	80,755	83,014	85,269

There shall be no step movement for the 2021-2022 contract year.

2022-2023 Salary Schedule

	BA	MA	6TH YR
Step			
1	50,753	53,280	55,809
2	52,704	55,276	58,064
3	54,839	57,460	60,080
4	57,020	59,655	62,294
5	59,115	61,713	64,306
6	61,403	63,968	66,536
7	63,470	66,000	68,531
8	66,084	68,602	71,119
9	68,998	71,518	74,034
10	71,297	73,792	76,290
11	74,185	76,684	79,178
12	76,707	79,191	81,674
13	80,227	82,732	85,237
14	82,774	85,089	87,400

There shall be no step movement for the 2022-2023 contract year.

ARTICLE XXXV
TUITION REIMBURSEMENT

The Board will provide a tuition allowance of up to one half of education expenses to a maximum of seventy-five dollars (\$75.00) per teacher per year. Such reimbursement shall be available only to teachers who have completed their master's degree.

If reimbursement is to be requested, all courses taken must have the prior approval of the Superintendent.

ARTICLE XXXVI
PUBLICATION AND DISTRIBUTION

- a. The Board shall provide each teacher with a complete text of this Agreement or a successor agreement within sixty (60) calendar days after this Agreement has been signed and duly ratified by all parties.
- b. Each new teacher will receive a copy of this Agreement upon receipt of a signed contract.

ARTICLE XXXVII
AMENDMENT

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

ARTICLE XXXVIII
SEVERABILITY

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 XXXIX
DURATION

All provisions of this Agreement shall become effective September 1, 2020, and shall remain in full force and effect until August 31, 2023.

ARTICLE XL
REDUCTION IN FORCE

a. General Statement

It is recognized that under Connecticut General Statutes, the Board has the responsibility to maintain good public elementary and secondary schools and to implement the educational interest of the State. However, recognizing also that it may become necessary to eliminate certified staff positions in certain circumstances, this policy is adopted to provide a fair and orderly process should such eliminations become necessary.

b. Reasons for Elimination of Certified Staff Positions

It is recognized that the Board has the sole and exclusive prerogative to eliminate certified staff positions consistent with the provisions of the State Statutes 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 certified staff positions may result from decreases in student enrollment, changes in curriculum, severe financial conditions or other circumstances as determined by the Board.

c. Definitions

1. As used herein the term days shall mean calendar days.
2. As used herein, the term teacher shall apply to any employee of the Board who holds a certificate issued by the Connecticut State Board of Education and is employed in a teaching position requiring certification below the rank of superintendent.

d. Procedure

1. Prior to commencing action to terminate teacher contracts under this procedure, the Board will give due consideration to its ability to effectuate position elimination and/or reduction in staff by:
 - a) Voluntary retirement
 - b) Voluntary resignation
 - c) Transfer of existing staff members
 - d) Voluntary leaves of absence

2. A teacher may be terminated if his or her position is eliminated but only if there is no other position for which that teacher is certified and qualified available in the school system. Determination of those to be released shall be in the following order:
 - a) Non-tenured teachers
 - b) Tenured teachers

3. If there are more certified and qualified teachers than positions available in the school system, the reduction in force will be based on total years of continuous teaching experience in the school system. In the event that more than one teacher has the same number of total years of continuous service in the school system, then the following criteria will be used to determine which teachers will be terminated:
 - a) Date of hire.
 - b) In the event that a) does not control, the date that the teachers accepted their initial contract of employment.
 - c) In the event that a) and b) do not control, the date the teachers were offered their initial contract of employment.

Contract termination will be in accordance with the provisions set forth in Section 10-151 of the Connecticut General Statutes.

e. Policy Provisions Not Applicable to Promotions

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

f. Recall Procedure

If the contract of employment of a teacher is terminated because of elimination of position, the name of that teacher shall be placed on a reappointment list and remain on such a list for a period of two (2) years. If a position becomes open during such period, and the teacher has been selected by the Board as a person on the recall list who is certified and most qualified to hold that position, then the teacher will be notified in writing by registered mail, sent to his/her last known address at least thirty (30) days prior to the anticipated date of reemployment where possible. In determining whether a teacher is qualified for reappointment, the Board shall consider the teacher's experience in other positions. The teacher shall accept or reject the reappointment in writing within fourteen (14) days after receipt of such notification. 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 according to this procedure within fourteen (14) days after receipt of such notification, the name of the teacher will be removed from the recall list.

g. Reinstatement of Accrued Benefits

No employee who has been laid off shall be entitled to payment or accrual of any compensation or fringe benefits, whether or not he/she remains on the reappointment list. However, an employee who is reappointed from the list shall be entitled to reinstatement of any benefits earned or accrued at the time of layoff, and further accrual of salary increments and fringe benefits shall pick up where they left off. No years of layoff will be credited as years of service for compensation or retirement purposes.

ARTICLE XLI
PART-TIME TEACHERS

- a. Part-time teachers who work fifty (50) percent or more of the normal teacher work load shall be paid a pro rata share of the applicable salary set out in Article XXXIV of the Agreement. Examples: a part-time teacher working fifty (50) percent of the normal teaching load would be paid fifty (50) percent of the applicable teacher salary in Article XXXIV and a part-time teacher working seventy (70) percent of the normal teaching load would receive seventy (70) percent of the applicable teacher salary in Article XXXIV.
- b. Insurance benefits under Article XXII of the contract would be paid by the Board and the individual part-time teacher utilizing the same pro rata basis as above. For example, a part-time teacher working fifty (50) percent of the teaching work load would pay fifty (50) percent of the costs of insurance coverage and the Board the remaining fifty (50) percent. For a part-time teacher working seventy (70) percent of the normal teacher work load, the Board would pay seventy (70) percent while the teacher would pay the remaining thirty (30) percent.
- c. Consistent with the above principles, part-time teachers would also be eligible to receive benefits under Article XVI ("Sick Leave") and Article XVII ("Personal Leave") on the same pro rata basis.

ARTICLE XLII
SIGNATURE BLOCK

IN WITNESS WHEREOF, the parties hereunto have caused presents to be executed by their proper officer, hereunto duly authorized, and their signatures affixed hereto

GRISWOLD BOARD OF EDUCATION

By: May Beth Madia
Chairperson

01.13.2020
Date

GRISWOLD EDUCATION ASSOCIATION

By: Ty Roder

1/13/20
Date