

Agreement

between the
Vernon Board of Education
and the
Vernon Education Association

July 1, 2008 to June 30, 2011

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Ratified by VEA 10/12/07
Ratified by VBOE 10/22/07

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Article I

PREAMBLE

A. This Agreement is negotiated under Section 10-153a through 10-153f of the General Statutes of the State of Connecticut, as amended, in order (a) to fix for 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. To this end they agree to maintain communication to inform about programs, to guide in development and to assist in planning and growth either by committee, individual consultation or designated representatives.

C. This agreement shall constitute the entire agreement 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. Such mutually consented change shall be in writing and in accordance with the consultation procedure herein. Previously adopted agreements, rules or regulations in conflict with the agreement are superseded by this agreement.

Article II

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive representative, as defined in the Connecticut General Statutes as amended, for all certified professional employees who are employed by the Board in positions requiring a teaching certificate or holders of a Durational Shortage Area Permit and who are not in the administrators' unit (requiring an intermediate administrator or supervisor certificate or the equivalent thereof) or excluded from the purview of sections 10-153a to 10-153g, inclusive, of the Connecticut General Statutes, as amended.

1. In accordance with Public Act 03-174, Board instructional employees holding valid DSAPs and who have an assignment requiring possession of a DSAP shall become members of the Teacher Unit as defined in Section 10-153 of the Connecticut General Statutes, and shall be represented by the Association for purposes of collective bargaining;

2. DSAP holders shall be subject to the provisions of the Board-Association labor agreement concerning the payment of Association dues and/or a service fee, with the dues/fee structure to be set by the Association and made known to the Board in writing;

3. Compensation of DSAP holders and their eligibility to receive certain contractual fringe benefits shall be determined in accordance with established Board practice and procedures regarding DSAP staff, which practice and procedures shall continue in effect;

4. DSAP holders are not subject to the provisions of the Teacher Tenure Act (Sec. 10-151, Conn. Gen. Stat.), and shall thus not be subject to the Reduction in Force/Layoff and Recall provisions of the parties' labor contract applicable to teachers, and shall be considered "at-will" employees.

B. Proration for Part-Time Teachers

Part-time employees who are members of the bargaining unit shall, during the term of this agreement, be entitled to receive insurance coverages as provided in this agreement on a prorata basis with respect to premium payment. The Board shall pay that portion of the premiums for contractually provided insurance coverage which equals the percentage of the full-time employee schedule worked by the part-time employee. The individual employee shall pay the remaining percentage of the premium expense through payroll deduction, should the employee elect to be so covered.

C. Unless otherwise indicated, the term "*teacher*" when used hereinafter in this Agreement shall refer to all employees in the above unit.

Article III

PROFESSIONAL NEGOTIATION

A. The Board and the Association agree to commence negotiations in good faith pursuant to Section 10-153 of the Connecticut General Statutes, as amended, not less than 210 days prior to the Board budget submission date, 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. The agreement so negotiated shall bind and inure to the benefit of the Board and all members of the bargaining unit and shall be reduced to writing and signed by the Board and the Association.

B. The Board and the Association shall cooperate with one another upon reasonable request to provide information, statistics and records, which the Association or the Board may deem necessary for proper administration of the contract. Either party may, if it so desires, utilize the services of outside consultants or negotiators and may call upon professional and lay representatives to assist in the negotiations.

Article IV

GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to 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

1. "*Grievance*" shall mean a claim based upon an event or condition which affects the welfare or conditions of employment of a teacher or group of teachers and/or arising from the language of this agreement or an alleged breach thereof.

2. "*Teacher*" shall mean any certified professional employee covered by this agreement.

3. "*Party in interest*" shall mean 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.

4. "*Days*" shall mean days when school is in session.

C. Time Limits

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

2. 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 conditions on which the grievance is based, then the grievance shall be considered to have been waived.

3. 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 acceptance of the decision rendered at that level.

4. All grievances must be processed after school hours.

D. Informal Procedures

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

E. Formal Procedures

1. Level One - School Principal

(a) 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.

(b) 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 Association.

2. Level Two - Superintendent of Schools

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

(b) The Association shall, within five (5) days after receipt, refer the grievance to the Superintendent, but prior to so doing, the Association shall provide an opportunity for the aggrieved teacher to meet with the appropriate Association committee to review the grievance.

(c) The Superintendent shall, within ten (10) days after receipt of the referral, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance. A full and accurate record of such hearing shall be kept by the Superintendent and made available to the party or parties concerned or their authorized representatives and the Board of Education upon written request.

(d) The Superintendent shall, within three (3) days after the hearing render his/her decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association unless extreme extenuating circumstances made it impossible for the Superintendent to comply with Section d.

3. Level Three - Board of Education

(a) If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within three (3) days after the decision file the grievance again with the Association for appeal to the Board of Education.

(b) The Association shall, within three (3) days after receipt, refer the appeal to the Board of Education.

(c) The Board of Education or its designated Grievance Committee shall, within ten (10) days after the receipt of the appeal, meet with the aggrieved teacher and with representatives of the Association for the purposes of resolving the grievance. A hearing of the grievance shall include testimony if offered from the aggrieved teacher with representatives of the Association if desired as well as testimony from the Superintendent or other administrator(s) if offered. Both parties may be allowed to present testimony if they wish.

(d) 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 Association unless extreme extenuating circumstances make it impossible for the Board of Education to comply with Section d.

4. Level Four - Arbitration

(a) If the aggrieved teacher is not satisfied with the disposition of this grievance at Level Three, he/she may, within three (3) days after the decision, request in writing to the president of the Association that his/her grievance be submitted to arbitration.

(b) The Association may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing.

(c) The Chairman 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 American Arbitration Association shall immediately be called upon to select the single arbitrator.

(d) The arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the record of prior hearings, and shall hold such further hearings with the aggrieved teacher and other parties in interest as he/she shall deem requisite.

(e) The arbitrator shall, within thirty (30) days after conclusion of the hearings, render his/her decision in writing to all parties in interest setting forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon all parties in interest.

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

F. Rights of Teachers to Representation

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.

2. The Association may act as or for an aggrieved teacher at any stage in this procedure provided that this shall not be interpreted to limit the right of a teacher to present his/her own grievance without representation by the Association. Any party in interest may be represented at Levels Two and Three of the formal grievance procedure by a person of his 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. When a teacher is not represented by the Association, the Association shall have the right to state its views.

3. No teacher may file for arbitration as an individual. Only the Association may file an appeal to arbitration.

4. The Association and/or the Board may, if they so desire, call upon any professional services for consultation and assistance at any stage of the procedure.

G. Miscellaneous

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

Article V

CONTRACTS

The Board agrees to continue to use as the forms for the written contract of employment of each individual certified professional employee the Teacher's Initial Contract (white) and the Teacher's Annual Salary Agreement (pink).

Article VI

LEAVES OF ABSENCE

A. Personal Leave

1. Teachers may be granted up to five (5) days paid personal leave in each school year for imperative personal business which could not effectively be conducted outside of school hours, subject to application to the principal, supervisor or Superintendent with formal approval of the Superintendent of Schools or his/her designee. No personal leave shall be used to extend a school vacation or school holiday.

In some situations a staff member may be in need of a personal day for a purpose so sensitive that he/she is unable, and shall not be required, to share details with the Administration unless the request will extend a vacation or holiday.

2. Personal leave is non-accumulative.

3. Requests for personal leave shall, when possible, be submitted at least seven (7) working days prior to the requested day of leave. In extreme emergencies, personal leave may be granted to eligible staff members unable to request personal leave in advance.

B. Bereavement Days

Up to two (2) days additional leave with full pay may be granted in the event of death within the immediate family. Immediate family shall include in-laws.

C. Religious Days

After five (5) days of personal leave have been used, the Superintendent may grant up to three (3) additional days provided the teacher has already used his or her five (5) personal leave days, and the same number of additional days requested has been used for religious observance.

D. Unauthorized Absence

Loss of pay for teachers for unauthorized absence shall be based on the current daily rate of pay of the teacher in the year of occurrence. Such rate shall be determined by the number of days teachers are required to be present.

E. Maternity Leave

1. A teacher who becomes sick or disabled due to pregnancy or childbirth shall, upon her request, be placed on sick leave for childbearing purposes. Any teacher who becomes pregnant is requested to furnish notification to the Superintendent or his/her designee at least

four (4) months prior to the anticipated commencement of childbearing leave, to permit substitute coverage to be arranged.

2. Leave for childbearing purposes shall begin when, in the opinion of her physician, the teacher is no longer physically able to work and said leave shall expire when, in the opinion of the teacher's physician, she is physically able to return to work. The teacher shall furnish appropriate certification from her physician. Except in cases of medical difficulties not normally encountered, sick leave for childbearing purposes is not normally expected to continue for more than six (6) weeks after delivery.

3. Accumulated sick leave shall be available for use during such periods of disability. Disability leave beyond any accumulated sick leave shall be available without pay for such reasonable further period of time as a female teacher is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto. If sick leave is exhausted, the teacher may also make an application to the Board for additional sick leave in accordance with the provisions of Article VIII. C. of this agreement.

4. Upon her return from childbearing leave, the teacher shall be assigned to her former position. Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.

F. Parental Leave

Teachers wishing to apply for parental (childrearing) leave must make application for such leave to the Board of Education through the Superintendent of Schools in accordance with established procedures governing all requests for unscheduled leaves of absence other than personal leave, sick leave or other leaves specifically provided for in this Agreement.

Requests for childrearing leave shall be considered by the Board of Education in good faith in a manner identical to other requests from teachers for unscheduled leaves of absence.

G. Military Leave

It is agreed between the undersigned parties that any permanent full time employee of the Vernon Board of Education who is called up for full time active U.S. military service or full time U.S. National Guard duty shall be granted military pay and will be paid a differential between military pay and his/her Board of Education pay for the period of active duty, not to exceed two years from the start of the leave. Further, the Board of Education will pay the applicable employer medical insurance premiums and make any normally required employer pension contributions for employees absent on military leave under this memorandum for the period of active duty, not to exceed two years from the start of the leave. Employees on leave will continue to be responsible for making all required employee insurance premium share contributions and all required employee pension contributions during the term of the leave. Seniority rights will continue to accrue during the period of military leave in accordance with

legal requirements and the applicable collective bargaining agreement and employees absent on military leave pursuant to this memorandum will have all reinstatement rights provided by law.

Article VII

SICK LEAVE

A. All certified staff shall be entitled to fifteen (15) sick days per year. Sick leave may accumulate to not more than 186 days, with the exception that any teacher hired after the close of the 1998-99 school year may not accumulate more than 150 days. Sick leave shall accumulate or be restored when the said limit for accumulation is reduced by restoring one and one-half (1.5) days per month during the school year.

B. Each employee shall receive written notification of his/her accumulated sick leave each school year.

C. The Board agrees to allow hardship cases to come before the Board when a teacher's sick time has been used up. If additional days are approved by the Board, the teacher will be paid his or her daily rate of pay less the cost of the substitute.

D. Loss of pay for teachers exceeding their sick leave shall be based on the current daily rate of pay of the teacher in the year of occurrence.

E. A Physician's certificate may be required after three (3) consecutive working days of absence of all personnel covered by this contract. A physician's certificate attesting to the employee's sickness may be required of an individual teacher who demonstrates a pattern of taking sick leave on professional development days.

F. Sick leave earned in the current work year shall be used before use of accumulated sick leave.

Article VIII

ASSIGNMENTS AND TRANSFERS

A. Assignments and transfers of staff members will be made by the Superintendent of Schools to best serve the interests of the educational program. Whenever possible, affected staff members shall be given advance notice of assignments and transfers. Intra-unit vacancies shall be posted for a period of at least ten (10) days before the deadline for the receipt of applications on the bulletin board in the teachers' lounge in each school. The posting period shall be stated in the notice. The ten (10) days posting period may be waived by agreement with the President of the Association. At the discretion of the Board or the Superintendent, the above manual postings may be replaced either on a case by case basis or for all postings by posting via email.

1. Provided that the education budget has been adopted by the town, teachers will be notified in writing by their principal of the schools to which they will be assigned, the grade and/or subjects that they will teach, and any special or unusual class that they will teach, not later than the last day of school.

2. Any bargaining unit members who desire to apply for any vacancy shall file a letter of interest with the Superintendent or his/her designee within the time limit specified in the notice. The Superintendent or designee shall interview at least two (2) candidates for each open position (assuming there are two (2) applicants), and may interview additional candidates at his/her option. The teachers shall be notified of the Superintendent's decision. The Superintendent's decision shall be final and binding and not subject to the grievance procedure. Teachers currently employed by the Board may, but shall not be required to submit letters of reference or portfolios when applying for vacancies.

Any teacher wishing consideration for vacancies occurring during the summer shall leave a written notice with the Superintendent and stamped, self-addressed envelopes.

In the event that teacher assignments for the coming school year are changed during summer recess, written notice of the change in assignment will be provided to affected staff members as soon as practicable. The notice will be sent to the record address of the affected staff members with a copy to the President of the Association. Teachers who anticipate being away from their regular mailing address for an extended period during the summer may, if they desire, leave a temporary address stating the dates for which the mail should be sent to said address with the Superintendent of Schools prior to the close of school, and a copy of the change in assignment will be sent to that address.

B. Teachers who desire a change in assignments, or who desire to transfer to another building, shall file a written statement of such desire with the principal and the Superintendent of Schools. Such statement shall include the grade(s), and/or subject(s), and/or school(s) to which the teacher desires to be assigned (in order of preference, if the teacher has preferences). All statements must be filed by February 1 of each year, effective only for the subsequent school year.

C. When transfer of personnel is necessary, teachers' assignments shall be made in the interest of the educational benefits of the students involved.

Voluntary transfers shall be considered first. The Superintendent will make a *bona fide* effort to avoid any involuntary transfers.

If an involuntary transfer is necessary, and the transfer can be implemented by transferring members of the building staff who possess less seniority than other staff members who might otherwise be affected by the transfer, due consideration will be given to the senior staff member.

A teacher who is transferred in order to avoid a layoff of another teacher shall have the right to return to his/her former area of certification/position if a vacancy occurs within three

(3) years from the date of transfer provided that such reinstatement will be in the best interest of the school system and the educational program of the students. This recall right will be offered only once in the three (3) year period and does not guarantee a teacher's return to their former location.

Article IX

TEACHER WORK YEAR / WORK DAY

The work year for teachers shall not exceed one hundred eighty-seven (187) days. There shall be one hundred eighty-two (182) student school days and five (5) days to be used for professional development, curriculum work, and preparation for the opening and closing of school.

The scheduling of nonstudent teacher work days shall be negotiated between the Board and the Association.

It is understood by the Vernon Education Association and the Vernon Board of Education that the individuals occupying the following extracurricular positions at Rockville High School shall have their assigned duty period associated with their scheduled extra curricular assignments.

Newspaper
Student Activities Coordinator
Student Council Advisor
Yearbook

Article X

PREPARATION TIME AND UNSCHEDULED SPECIAL ASSIGNMENTS

A. Preparation and Planning Periods

1. Secondary teachers shall have, in addition to their lunch period, a preparation period equivalent to the length of a regular class period on any given day. Exceptions to this may be made in circumstances covered by such items as double periods, lab or shop courses or extraordinary scheduling problems. Teachers, who teach three (3) or more labs per week, will have no homeroom duty on any day, and no other assigned duties during the homeroom period on the days that they teach any of these three (3) or more labs. Such time is to be used for lab preparation.

2. Within an alternating day block scheduling arrangement, with (1.) no longer applicable, teachers will, on one day, work a four (4) period day consisting of three (3) teaching periods and one (1) planning/conference period and, on the alternating day, have two (2) teaching periods, one (1) planning/conference period and (1) assigned duty.

B. All teachers assigned to elementary schools shall have, in addition to their lunch period, a preparation period equivalent to the length of the P.E., Art or Music period on any

given day. They shall have a minimum of five (5) preparation and planning periods per week and every effort will be made to schedule no more than one (1) planning and preparation period per day. It is understood that a committee of teachers at each elementary school shall be established in an attempt to assure that duties to be performed within the elementary school are to be evenly distributed among the staff at each school. Every effort should be made so that the assignment of more than one duty to any one teacher on any given day will not be made when there is another teacher on the staff with no duties assigned on that day.

C. Teachers' preparation and planning periods will not be interrupted for unscheduled special assignments. Compensation for teachers who do substitute or assist during their planning period will be paid at the rate:

2008-09: \$16.51 per period and \$33.03 per block period
2009-10: \$16.93 per period and \$33.85 per block period
2010-11: \$17.35 per period and \$34.70 per block period

Article XI

DUTY-FREE LUNCH

All teachers shall have a daily duty-free lunch period in accordance with existing practice, provided that the high school staff shall have their duty free lunch period scheduled to take place prior to the close of the normal student school day.

It is understood that teachers are free to leave the building during their lunch period, except in emergencies, and provided that the teacher notifies the building principal or designee of his/her departure and destination prior to leaving in accordance with established procedure.

Article XII

AFTER SCHOOL MEETINGS

A. Teachers may be required to remain after school to attend the following staff meetings:

1. Superintendent of School's general staff meeting or other meetings called by the Superintendent of Schools.
2. General faculty meetings called by the school principal.
3. Subject field groups, grade level groups, or special groups as authorized by the Superintendent of Schools.

Every effort will be made to conduct these meetings in a timely and efficient manner.

B. The total of such meetings shall not exceed two (2) evening meetings per school year and four (4) after school meetings per month. Attendance exceptions shall be determined by administrative policy. After school meetings shall not exceed one hour, but in extraordinary situations may be extended to one hour and thirty minutes. Planning and placement team (PPT) meetings and parent/teacher report card conferences shall not be included in the above totals. However, the Board shall use its best efforts to encourage parents to, where feasible, schedule PPT meetings immediately before or after the normal school day.

Article XIII

REDUCTION IN STAFF

A. It is recognized that from time to time it may become necessary to eliminate certified staff positions in certain circumstances. The Board of Education has sole authority to reduce the educational program and determine the number of teachers which shall be employed. This Article deals with the method in which staff reductions will be implemented and how staff members to be affected by a reduction in force will be identified.

B. When it becomes necessary to reduce the number of teachers in the bargaining unit the Board of Education or the Superintendent, as the case may be, shall determine and identify the areas, positions, programs, or curriculum parts in which the reduction(s) shall take place. In determining the identity of teachers who shall thereafter be released, the following guidelines shall apply:

1. Retirements, resignations, nonrenewals, and terminations among the teaching staff will first be reviewed to determine if the staff is reduced in sufficient number in this manner to avoid further release of teachers.

2. If additional teachers must be released, a review will be made of the performance and ability, as well as certification and continuous length of service as a teacher in the bargaining unit.

3. Where, in the judgment of the Superintendent, the reductions which must be implemented can be effectuated by laying off members of the staff who possess less seniority than other staff members who might otherwise be affected by the reduction, the more senior staff members shall be shown preference. If, as between two teachers potentially subject to the layoff, their performance and ability is substantially equal, the teacher having the longest length of continuous unbroken service in the bargaining unit shall be given preference, where the position of the less senior teacher can be eliminated without undue adverse affect on the educational program.

C. Nothing herein shall be construed or interpreted to require the promotion of a teacher to a position of higher rank, authority or compensation.

D. The Board of Education shall provide written notice to the employees to be affected by any reduction in staff with a copy to the President of the Association as far in advance of the effective date of the reduction as is feasible under the circumstances.

E. Any employee laid off pursuant to this article shall have recall rights to any position in the bargaining unit which becomes vacant and which is to be filled for which he/she is qualified and certified for a period of three (3) calendar years starting with the effective date of the layoff. To remain on the list the teacher must notify the Superintendent in writing by February 1 indicating that he/she is still available and wishes to be subject to recall. If such notice is not received by February 1, the teacher will be removed from the recall list.

F. In the event of recall, the employee shall be placed on the salary schedule at the level he/she had attained at the time of termination, unless the position which the recalled teacher fills specifically pays a lesser compensation. If, however, the employee has accrued additional public school teaching experience in his/her area of certification while on the recall list, such experience shall be considered toward placement on the appropriate step of the salary schedule. Such credit shall not be unreasonably denied.

G. If a teaching position within the bargaining unit becomes open during such period and a teacher on the reappointment list is certified and qualified to hold that position, then the teacher will be notified in writing by registered mail, sent to the teacher's last address appearing on Board of Education records, with a copy to the Association President, prior to the anticipated date of re-employment. Any teacher so notified must contact the Superintendent's office and accept or reject any offer of appointment in writing within ten (10) calendar days from the date of the recall letter. If such teacher rejects any appointment offered or does not respond in writing within the ten (10) day period according to this procedure, the teacher's name shall be removed from the recall list and he/she shall forfeit all such recall rights. Teachers shall be recalled in their inverse order of layoff to positions for which they are certified and qualified.

H. An employee who has been laid off due to a reduction in staff may continue to participate in any group insurance program, in which he/she was a member, for the recall period set forth above provided he/she pays the full costs for the premium for such coverage and that the provisions of the appropriate group policy permit such continuation. No other benefits shall be available to a laid-off teacher provided, however, that a laid-off teacher who is recalled shall be granted any sick leave entitlement he/she had accrued up to the point of layoff and for which he/she was not compensated.

I. All separations of teachers under this article shall take place in accordance with the provisions of Section 10-151 of the Connecticut General Statutes and shall not be subject to the arbitration provisions set forth elsewhere in this agreement. Instead, any hearings necessary in cases of separations of staff members shall be conducted in accordance with the provisions of the Connecticut teacher tenure law.

J. For purposes of this article, no teacher in the bargaining unit who has acquired tenure under Connecticut law will be terminated due to elimination of position as part of a reduction in staff if there exists a teacher in the bargaining unit who is nontenured and who the tenured

teacher is qualified to displace. This article will be applied in a manner consistent with the teacher tenure law (C.G.S. 10-151), as amended, and all other applicable statutes.

K. No certified employee (as defined in Section 10-151 (b) of the Connecticut General Statutes shall be laid off when a position exists which is either vacant or occupied by an individual teaching under a DSAP for which the certified employee has certification for such position.

Article XIV

RETIREMENT

A. Retirement Pay

Upon the retirement or death of the teacher, such teacher or his/her survivor shall be paid an amount equivalent to two (2) days compensation established by the individual's current daily wages at time of retirement or death for each year of service to the Town of Vernon. Retirement will be based upon the current interpretation of the rules and regulations of the Connecticut Teachers' Retirement Board.

B. Early Retirement Incentive Plan

To be eligible for early retirement benefits, a teacher must have been continuously employed by the Vernon Board of Education for a minimum of thirteen (13) years and must have been initially hired as a Vernon teacher prior to July 1, 1999. A teacher may elect to retire when the combination of his/her years of service and age equals or exceeds 75. Minimum retirement age will be age 50. Service shall be defined as any public school teaching at the elementary or secondary level where the teacher was employed on a regular contractual basis and received credit for a year of service in the Connecticut State Teachers' Retirement Plan. Temporary or substitute service or military experience that has been purchased in the CSTRP will be included.

Other conditions which must apply to this early retirement plan are as follows:

1. A teacher may choose one of the following options of payment:
 - 1.1 Deferred Payment Option: The Vernon Board of Education shall pay the employee five thousand dollars (\$5,000) each year after retirement from Vernon for four (4) years, beginning in the second year following retirement.
 - or
 - 1.2 Lump Sum Option: The Vernon Board of Education shall pay the employee a one-time lump sum payment of fifteen thousand dollars (\$15,000) in January of the year following retirement.

2. Retirement under these options shall permit the employee to maintain coverage at his/her own expense in group insurance plans provided under this contract, in accordance with the eligibility rules of the master policies.

3. The employee shall notify the Board in writing of his/her intention to retire early under this option not later than January 1st of the year of planned retirement from Vernon. Notice of intent to retire early shall be irrevocable after January 1st. All early retirements under this plan shall be effective September 1st after notice of intent to retire is given, unless a different effective date is approved by the Board of Education.

4. Disability early retirement shall not be allowed under this plan.

5. Total monies due to a teacher who retires early under this plan but who dies before all payments under this plan are received shall be paid to the employee's beneficiary in a lump sum at the rate of one hundred percent (100%) of the remaining money due the employee under the plan at the date of death. Payment shall be made within ninety (90) days of the date of death.

6. With the teacher's consent, the Board will pay the teacher's contribution toward group health insurance benefits from the monies the teacher's Early Retirement Incentive Plan payment(s) specified in this Article, subject to modification of this Agreement's Section 125 plan to allow this. Other than administrative, there shall be no additional cost to the Board.

Article XV

LONGEVITY

Teachers' longevity pay in the town of Vernon will be an additional nine hundred fifty dollars (\$950). Beginning with the fourteenth (14th) year of service in Vernon, any teachers eligible for longevity shall subsequently receive an additional twenty-five dollars \$25 for each successive year of service in Vernon. Designated leaves of absence or compulsory military service after employment in Vernon will not constitute a break or violation of continuous service. The Board of Education, on recommendation of the administration, may consider special situations and, if it deems advisable, rule that certain lapses in service do not constitute a break or violation of continuous service. The terms of this provision shall not apply to teachers hired after June 30, 1989.

Article XVI

SALARIES

The salaries of all certified professional employees shall be in accordance with the salary schedules and other provisions set forth in appendices which are attached hereto and made a part hereof.

A. Withholding of Increments and Salary Increases for Teachers on Maximum.

The Superintendent of Schools may withhold an annual increment of the teachers' salary schedule or the salary increase for a teacher on maximum for unsatisfactory service. Such action will not be proposed prior to a teacher being given adequate opportunity to correct/improve his/her service and written notice that such action is being considered. Any teacher whose increment or salary increase is withheld may appeal the Superintendent's decision directly to the Board of Education.

B. Salary Payments

1. Teachers may elect to receive their pay in either 22 or 26 equal biweekly installments. Such election must be made in writing to the administrative assistant, or to some other designee of the Superintendent on an election form distributed to teachers not later than June 10 of each year. Said election will be for the succeeding work year. Newly hired teachers will, at the time of their employment, select the payment option they want. Biweekly pay installments will be paid between August and June with the first one paid on the first regular Board of Education pay date following the start of the teacher's work year. Teachers, who do not elect either the 22 or 26 installment option, will be paid according to the 26 installment option. Any unpaid installments will be paid on the last day of school each year.

2. When employing new members of the staff, the Superintendent shall place any new employee on the proper step and degree classification on the salary schedule in accordance with the employee's years of preparation and experience. The exception to this procedure may occur only when the VEA President or, in his/her absence, the Vice-President, and the Superintendent mutually agree that a shortage area exists. Such areas shall be established as shortage areas by the Commissioner of Education. Under these conditions the Superintendent, in consultation with the VEA, may place a new teacher up to six (6) years above their normal placement on the salary schedule. Experience of a non-teaching nature which clearly contributes to teaching qualifications may be evaluated by the Superintendent and, with the agreement of the VEA officer, credited on the schedule. Credits earned beyond the bachelor's degree required for initial teacher certification which are not part of a Master's Program will not be considered for placement on the salary schedule.

3. Teachers, who have a Tax Sheltered Annuity (TSA), may change their TSA vendor twice during any work year without charge. Beyond these two changes, teachers may be charged a \$100 fee if they wish to switch a TSA vendor. TSA vendor changes desired by a teacher shall be effective September 1 or January 1 and must be requested in writing at least thirty (30) days prior to the applicable date. Before a TSA vendor can be offered as a choice, at least five (5) teachers must elect it as their vendor. Thereafter, it will continue as a TSA vendor unless no teacher chooses it as his or her vendor, after which it will be dropped from the list of authorized vendors. Teachers are limited by IRS code to one salary reduction agreement per calendar year. Transmittal to the vendor(s) of said TSA deductions shall coincide identically with the paychecks received during the school year. Transmittal shall occur no later than five (5) business days following issuance of paychecks from which the TSA deduction is made.

4. a. Teachers shall be eligible to contribute to a 457(b) public governmental plan and/or a 403(b) plan, subject to rules and procedures established by the Board of Education.

b. The provisions of Article XVI, B. 3 regarding procedures for TSA plans will be eliminated and the Board, with Association input, will prepare new legally required 403(b) and 457(b) plans that comply with federal law and IRS regulations in terms of content and administration.

5. Direct deposit shall be required by all new staff hired after 6/30/08, and will be required of all staff effective in the 2010-2011 contract.

Article XVII

SALARY ADJUSTMENT AND DEGREE DEFINITIONS

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

A. Salary Adjustment

In order to receive adjustment, official transcripts must be forwarded to the Superintendent's Office. Salary adjustment will be made twice a year.

Official transcripts must be received and in the Superintendent's Office no later than October 1st for September adjustment and no later than March 1st, for second half-year adjustment, in the applicable school years during this agreement.

B. Degree Definitions

1. Bachelor's Degree

A baccalaureate degree earned at an accredited college or university.

2. Master's Degree

A master's degree earned at an accredited college or university; or the completion of thirty (30) credits beyond the baccalaureate degree in a program approved by an accredited college or university.

An additional sum of money previously agreed upon between the Vernon Education Association and the Vernon Board of Education will be allowed for a master's degree and will be received upon evidence in writing to the Superintendent of Schools that the work is complete.

A teacher may submit thirty (30) semester hours of a planned program toward Standard/Professional Certificate to the Board of Education for approval of a salary increase. Upon completion of fifteen (15) semester hours, the teacher will be placed on the appropriate salary schedule.

3. Sixth Year

A second master's degree in a discipline other than the discipline in which the initial master's degree was attained; or the completion of thirty (30) credits beyond the master's degree in a program approved by an accredited college or university; or a MSW Degree in Social Work.

Sixth Year in education also provides an additional sum of money previously agreed upon between the Vernon Education Association and the Vernon Board of Education provided the following requirements are met:

(a) Submission of the plan of study, approved by the college, to the Superintendent for his/her approval. For information purposes, the Superintendent notifies the Board of his/her action.

(b) As soon as the work is completed and approved by the college, an official statement of this completion is to be submitted to the Superintendent of Schools.

(c) Thirty (30) semester hours of approved work beyond the Master's Degree may be presented to the Superintendent for his/her approval of a salary increase. Upon completion of 15 semester hours the teacher will be placed on the appropriate salary schedule. If work for this semester hour increase in salary is completed at the close of the first semester in January, one-half (1/2) the annual increment may be granted by the Board of Education.

4. 7th Year Degree

Completion of sixty (60) hours above the master's degree or thirty (30) hours above the sixth year in a planned doctoral program or a previously approved program by the Superintendent of Schools.

5. Doctorate Degree

Earned at an accredited college or university approved by the Board of Education for a salary increase as agreed herein.

(a) A plan of study, approved by the college be submitted to the Superintendent for his/her approval.

(b) Submission of an official statement confirming a doctorate degree must be presented to the Superintendent for salary increase for placement on salary schedule commensurate with years of experience.

(c) To qualify for advancement for salary increases on a planned doctoral program above the M.A. salary increases for M.A.+15, M.A.+30 and all course work above the 6th Year must have statements from the institution to the effect that course work for each advancement has been attained.

Article XVIII

GENERAL PROVISIONS

A. This agreement contains the full and complete agreement between the Board and the Association and neither party is required to renegotiate upon any item whether it is covered or not, during the term of this agreement, except that the impact of changes made by the Board in the work day for unit members and in the work year for unit members will be subject to immediate negotiation.

B. In the event that any provisions 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.

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

D. Contract provisions for severance benefits and early retirement benefits applies only to teachers who retire from teaching service in good standing, and it shall not under any circumstances apply to a teacher whose employment is terminated, or in the process of being terminated, by the Board and/or who loses or surrenders, or is in the process of losing or surrendering, his/her teaching certificate as a result of moral misconduct (as defined in C.G.S. 10-151) occurring prior to the teacher's separation from the school system.

E. Civil Union - Bargaining unit members who are parties to a Civil Union as provided under Connecticut Statute shall be entitled to the same rights and benefits accorded to married teachers under the collective bargaining agreement or by past practice.

Article XIX

NO DISCRIMINATION

A. The parties agree that in keeping with and in accordance with the provisions of applicable state and federal law neither shall unlawfully discriminate against any employee.

B. Neither party shall discriminate against any employee on the basis of membership or nonmembership or activity in behalf of the Association.

Article XX

ASSOCIATION RIGHTS

A. Payroll Deductions

1. Conditions of Employment

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

(a) All teachers who elect to join the Association shall sign and deliver to the Association, if they have not done so already, an authorization for the payroll deduction of membership dues of the Association. Said authorization shall continue in effect from year to year, unless such teacher shall notify the Board of Education and the Association, in writing, in the month of August of any year, that he/she no longer authorizes deduction of membership dues of the Association. If said notice is timely delivered, it shall mean that the coming school year said teacher shall pay the service fee as described in paragraph 1 via payroll deduction.

(b) For those teachers who have not delivered an authorization card by October 1st, the Board of Education agrees to deduct the annual service fee from their salaries via payroll deductions. It is understood that payment of such sums shall not constitute an agreement to become a member of the Association.

(c) The Board of Education agrees to deduct from each teacher's salary an amount equal to the Association membership dues by means of payroll deductions. The amount of this deduction from each paycheck shall be equal to the total membership dues divided by twenty (20). Dues shall be deducted beginning with first paycheck in September and continue until all dues are collected. The amount of Association membership dues shall be certified by the Association to the Board of Education by August 1 prior to the opening of each school year.

The Board of Education agrees to deduct a service fee from the salary of each teacher who is not an Association member by payroll deduction. The amount of the service fee shall be certified by the Association to the Board of Education each year prior to January 1st. Service fees shall be deducted in equal or nearly equal amounts beginning with the first paycheck in January through and including the last paycheck in May.

(d) Those teachers commencing employment after the start of the school year shall, within thirty (30) days of such commencement, sign and deliver to the Board of Education an authorization card as described in paragraph (a) or be subject to paragraph (b) after such thirty (30) days. The amount of membership dues or service fee under this section shall be a prorated amount, equal to the percentage of the remaining school year.

(e) The Board of Education agrees to forward to the Association treasurer, each pay period, a check for the amount of money deducted during that pay period. The Board shall include with said check a list of the teachers for whom such deductions were made.

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

(g) The singular reference to the "Association" herein shall be interpreted as referring to the Vernon Education Association, the Connecticut Education Association, and the National Education Association.

(h) The Association agrees to indemnify and hold the Board of Education harmless against any or all claims, demands, suits or other forms of liability that shall or may arise out of, or by reason of, action taken by the Board of Education for the purpose of complying with the provision of this article. 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, the selection of whom shall not be unreasonably denied by the Board.

B. Released Time

1. The parties mutually recognize that, consistent with the best interests of the children and the educational program, grievance processing and other union business should be attended to during nonteaching time. However, it is mutually recognized that emergencies and other important factors may from time to time make it unreasonable for this to be done in all cases. Therefore, the parties agree that the chairperson of the Association's grievance committee may, with the advance permission of the Superintendent or his/her designee, use nonteaching time during the normal workday to process or otherwise deal with grievances in emergency or other situations which make it unreasonable to expect that the particular grievance or grievances can be dealt with during nonteaching time. Said grievance committee chairperson shall be given access to a telephone for such purpose. The Superintendent or designee agrees to consider such requests in good faith and to respond promptly to them.

2. The Association shall be granted the right to use ten (10) school days per year for Association business. The use of such days shall be by the Association President or his/her designee. The Association shall reimburse the Board of Education the cost of the substitute. The President shall use these days with due consideration to meeting his/her teaching responsibilities.

Article XXI

PERSONNEL FILES

A. In no case shall an unsubstantiated complaint be placed in any teacher's file. No anonymous complaint shall be placed in a teacher's file that has not been substantiated by administration.

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

C. No teacher will be disciplined without just cause. For the purposes of this Article the lowest level of discipline for which just cause applies is a written reprimand. The withholding of a teacher's increment or salary increase as provided for under this Agreement's Article XVI, Section A. is not subject to this provision. Termination and nonrenewal proceedings will not be subject to this provision or to the grievance and arbitration provisions of this Agreement.

Article XXII

TEACHER FACILITIES

The Board and the Association agree that each school shall have the following facilities:

At least one phone for the professional and personal use of teachers. Such phone(s) shall be in an area which ensures privacy, but may also be available for other school purposes.

Article XXIII

PROMOTIONS

A. All vacancies for teacher bargaining unit positions covered by this contract and/or positions paying a salary differential shall be listed in a notice and posted in the teacher's lounge of each school for a minimum of ten (10) working days prior to the deadline for receipt of applications. The posting period will be stated in or attached to the notice.

B. All teachers holding the appropriate certificate endorsement and meeting all other posting requirements shall have adequate opportunity to apply for such positions. The best qualified candidate in the determination of the Superintendent shall be recommended for the position.

C. When the need to fill such a vacancy arises during the summer months, notification shall be made by mail to those who have a written request for such notification on file with the Superintendent and have left a self-addressed, stamped envelope.

Article XXIV

SUMMER SCHOOL TEACHER CERTIFICATION

No uncertified teachers will be hired to teach summer school courses which carry high school credit without a valid Connecticut teaching certificate for the subject and level taught where certified teachers are available.

Article XXV

SPECIAL EDUCATION

In order to provide an appropriate educational program for Special Education students that are mainstreamed or have a change in placement, the following shall apply:

A. When a special education child is mainstreamed, or has a change of placement within the school year and within the same building, the classroom teacher will receive written communication of such student placement. The classroom teacher(s) will be provided the opportunity to conference with the case manager of the student, prior to and after placement. The conference shall detail any pertinent information which will aid the teacher in meeting the students' needs.

B. When a special education child is mainstreamed, or has a change of placement and paragraph A. does not apply, the classroom teacher will receive written communication of such

student placement and the classroom teacher(s) will be provided the opportunity to conference with the case manager of the student as soon as possible. The conference shall detail any pertinent information which will aid the teacher in meeting the students' needs.

C. Bargaining unit members shall not be expected to carry out medical or health care procedures that are not in accordance with the Connecticut General Statutes.

D. The Board and the Association agree that the pupil teacher ratio for students assigned to all special education classes/learning centers/resource rooms will be maintained at appropriate levels for effective education programming and the effective implementation of the student(s) I.E.P.(s).

Article XXVI

BEST PROGRAM

The Board shall pay an annual stipend of \$500. per new teacher to any teacher appointed to serve as a BEST mentor for the first year of the BEST program. The Board shall pay the BEST mentor for the second year of the BEST program an annual stipend of \$750. per teacher. If a teacher is serving as a BEST mentor for a new teacher and the new teacher leaves the Board's employ for any reason during the course of school year, the stipend for the BEST mentor shall be pro-rated annually.

Service as a mentor teacher shall be voluntary. Teachers who are trained as mentors shall be notified of mentoring opportunities.

The Board will continue to provide release time to teachers involved in the BEST program as in the past.

DURATION AND HOLDOVER

A. This agreement contains the full and complete agreement between the Board and the Association on all negotiable issues. The duration of the Agreement shall extend from July 1, 2008 to and including June 30, 2011.

APPENDIX I

Step Sequence for the Negotiated Teachers' Salary Schedule

2007-2008		2008 – 2009		2009 – 2010		2010 - 2011	
Step	Yrs. Exp.	Step	Yrs. Exp.	Step	Yrs. Exp.	Step	Yrs. Exp.
1	0	1	0	1	0	1	0
2	1	1	0-1	1	0-1	1	0
3	2-4	2	2	1	0-2	1	0
4	5	3	3-5	2	3	2	1-3
5	6	4	6	3	4-6	3	4
6	7	5	7	4	7	4	5-7
7	8-9	6	8	5	8	5	8
8	10-11	7	9-10	6	9	6	9
9	12-13	8	11-12	7	10-11	7	10
10	14-16	9	13-14	8	12-13	8	11-12
11	17+	NEW 10	New hires 15	NEW 9	new hires 14	9	13-14
		11	16+	10	14-15	10	15
				11	16+	11	16+

**Step Progression
For Teachers Employed During the 2007-2008 School Year**

<u>Yrs Exp</u>	<u>07-08</u>	<u>08-09</u>	<u>09-10</u>	<u>10-11</u>
0	1	1	1	2
1	2	2	2	3
2-4	3	3	3	4
5	4	4	4	5
6	5	5	5	6
7	6	6	6	7
8-9	7	7	7	8
10-11	8	8	8	9
12-13	9	9	10	11
14-16	10	11	11	11
17+	11	11	11	11

APPENDIX II

TEACHERS' SALARY SCHEDULE

2008-2009

	BA	BA+15	MA	MA+15	6TH YR	6TH+30	PHD
Step							
4	39,184	40,360	41,143	42,711	43,886	44,669	45,453
1	41,175	42,365	43,445	45,050	46,258	47,111	47,945
2	43,268	44,470	45,875	47,517	48,759	49,687	50,573
3	45,467	46,679	48,442	50,120	51,395	52,403	53,345
4	47,778	48,998	51,152	52,865	54,174	55,268	56,269
5	50,206	51,432	54,013	55,760	57,103	58,289	59,353
6	52,758	53,987	57,035	58,814	60,190	61,476	62,606
7	55,440	56,670	60,225	62,036	63,444	64,836	66,038
8	58,257	59,485	63,595	65,433	66,874	68,381	69,658
9	61,218	62,440	67,152	69,017	70,489	72,119	73,476
10	64,330	65,542	70,909	72,797	74,300	76,062	77,504
11	67,599	68,799	74,875	76,784	78,317	80,220	81,752

APPENDIX III

TEACHERS' SALARY SCHEDULE

2009-2010

	BA	BA+15	MA	MA+15	6TH YR	6TH+30	PHD
Step							
1	39,364	40,545	41,333	42,907	44,088	44,875	45,662
2	41,296	42,493	43,555	45,168	46,382	47,235	48,070
1	43,322	44,533	45,896	47,547	48,795	49,719	50,604
2	45,448	46,672	48,363	50,052	51,334	52,334	53,272
3	47,679	48,914	50,963	52,689	54,006	55,086	56,081
4	50,018	51,263	53,702	55,465	56,816	57,983	59,038
5	52,473	53,725	56,589	58,387	59,772	61,032	62,150
6	55,048	56,305	59,631	61,463	62,883	64,242	65,427
7	57,749	59,009	62,836	64,701	66,155	67,620	68,877
8	60,583	61,843	66,214	68,110	69,597	71,176	72,508
9	63,556	64,813	69,773	71,698	73,219	74,919	76,331
10	66,675	67,926	73,524	75,475	77,029	78,859	80,355
11	69,627	70,863	77,122	79,088	80,666	82,626	84,205

APPENDIX IV

TEACHERS' SALARY SCHEDULE

2010-2011

	BA	BA+15	MA	MA+15	6TH YR	6TH+30	PHD
Step							
1	39,541	40,728	41,519	43,100	44,286	45,077	45,868
2	41,482	42,684	43,751	45,371	46,590	47,447	48,286
1	43,517	44,734	46,102	47,761	49,015	49,943	50,832
2	45,653	46,882	48,581	50,277	51,565	52,569	53,512
3	47,893	49,134	51,192	52,926	54,249	55,334	56,333
4	50,243	51,494	53,944	55,715	57,072	58,244	59,303
5	52,709	53,967	56,844	58,650	60,041	61,307	62,430
6	55,296	56,559	59,899	61,740	63,166	64,531	65,722
7	58,009	59,275	63,119	64,992	66,453	67,924	69,187
8	60,856	62,122	66,512	68,416	69,910	71,496	72,834
9	63,842	65,105	70,087	72,021	73,548	75,256	76,674
10	67,636	68,901	74,604	76,579	78,152	80,012	81,531
11	71,716	72,988	79,435	81,460	83,086	85,105	86,731

APPENDIX V

DEPARTMENT HEADS

	2008-2009	2009-2010	2010-11
Department Heads, R.H.S.	3,449	3,535	3,624
Subject Leaders	2,587	2,651	2,719
Depart. Facilitator, V.C.M.S.	3,449	3,535	3,624

Department Heads and Subject Leaders at R.H.S. shall be released 20% from teaching and shall not be assigned a duty period.

Individuals appointed as Subject Leaders by the Administration will have certain responsibilities as assigned by the Administration that do not require possession of state administrative (092) or Department Head certification. Subject Leaders shall not evaluate teachers. Employees who have previously received a Department Head stipend who do not have either Department Head or 092 certification will be classified and paid at the Subject Leader position. The Subject Leader stipend shall be 75% of the Department Head stipend.

APPENDIX VI

HOMEBOUND, SUMMER SCHOOL & CURRICULUM DEVELOPMENT

Teachers of Homebound, Summer School and Curriculum Development shall be compensated at the following rate:

2008-09	\$25.33 per hour
2009-10	\$25.96 per hour
2010-11	\$26.61 per hour

Teachers employed in the summer to perform duties associated with his/her instruction during the school year (i.e., PPTs, IEPs, etc.) shall be compensated at their hourly per diem rate.

APPENDIX VII

SPECIAL AREAS

	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Choral Director R.H.S.	590	605	620
Choral Director V.C.M.S.	330	338	347
VCMS Flute Choir	367	376	386
Class Advisor – Senior	2201	2256	2312
Class Advisor – Junior	1591	1631	1671
Class Advisor – Sophomore	1240	1271	1303
Class Advisor – Freshman	885	907	929
Color Guard R.H.S.	1872	1918	1966
Color Guard V.C.M.S.	347	356	365
Drama, R.H.S.	1768	1812	1858
Drama Club Advisor V.C.M.S.	771	790	810
Elementary Band Director	170	174	179
Future Business Leaders of America	170	174	179
FFA	1062	1088	1116
Jazz Band R.H.S.	718	735	754
Jazz Band V.C.M.S.	480	492	504
Literary Arts Advisor	706 ea.	724 ea.	742 ea.
Marching Band R.H.S.	2712	2780	2849
Marching Band V.C.M.S.	222	228	234
Math Olympiad V.C.M.S.	355	364	373
Math Team Advisor	1062	1088	1116
Math Team V.C.M.S. (2)	530 ea.	543 ea.	557 ea.
Model U.N. Advisor	1062	1088	1116
National Honor Society (2)	706 ea.	724 ea.	742 ea.
Newspaper R.H.S.	936	959	983
Newspaper Advisor V.C.M.S.	618	634	649
Robotics Advisor	1062	1088	1116
Service Club	488	500	513
Student Activities Coordinator R.H.S.	2201	2256	2312
Student Council Advisor R.H.S.	1591	1631	1671
Student Council Advisor V.C.M.S.	1591	1631	1671
Yearbook R.H.S. (2)	842 ea.	863 ea.	884 ea.
Yearbook V.C.M.S (2)	706 ea.	724 ea.	742 ea.

APPENDIX VIII

STIPENDS FOR INTERSCHOLASTIC ATHLETICS

The following formula for extra pay for athletics at Rockville High School and Vernon Center Middle School will be in effect through the years 2008-2009, 2009-2010, and 2010-2011 by applying the present ratios to the new salary schedule with the new step three (3) becoming the maximum step for calculating payment.

$$\frac{\text{number of hours spent in activity per day}}{\text{length of activity per school year (days, weeks, months)}} \times \frac{\text{length of normal school year}}{\text{number of hours in normal school day}} = \text{Basic Time Index}$$

number of hours in normal school day

length of normal school year

Example: High School football coach who spends three hours daily with his/her squad. Season lasts three months plus one month in preparation and spring practice in a ten-month school year with a six and one-half hour school day.

$$3/6.5 \times 4/10 = .185 \text{ (basic time index)}$$

Coaches are to receive salaries based on their experience, (their number of years of coaching in the Vernon School System), except that the Superintendent of Schools may, to fill a vacancy, hire at either of the two other steps. The percentage will be based on the bachelor's salary scale through 3 years. (For example a tennis coach who will be in his/her third year of coaching will receive the appropriate percentage of the salary for the bachelor's step equivalent to the years of experience). Assistant coaches will receive 60% times the head coach's basic time index.

APPENDIX VIII (Cont'd)

<u>R.H.S.</u>		<u>V.C.M.S.</u>	
.185	Head Football	.065	Basketball (Boys)
	Hockey		Basketball (Girls)
	Head Basketball (Boys)		
	Head Basketball (Girls)	.056	Soccer (Boys)
			Soccer (Girls)
.139	Soccer (Boys)		Softball
	Soccer (Girls)		Baseball
	Volleyball		
	Wrestling	.046	Cross Country (Co-ed)
	Head Gymnastics		
	Softball	.028	Cheerleaders
	Head Baseball		
	Head Track (Boys)		
	Head Track (Girls)		
	Lacrosse		
.093	Cross Country Boys		
	Cross Country Girls		
	Badminton		
	Tennis (Boys)		
	Tennis (Girls)		
	Golf		
.076	Cheerleaders		
.056	Dance Team		

APPENDIX IX

INTRAMURAL ATHLETIC PROGRAMS

<u>Rockville High School</u>	<u>Full Time</u>	<u>Part Time</u>
2008-2009	2,363	1,584
2009-2010	2,422	1,623
2010-2011	2,482	1,664
<u>Vernon Center Middle School</u>		
2008-2009	1,781	1,184
2009-2010	1,826	1,213
2010-2011	1,872	1,244
<u>Elementary</u>		
2008-09	998	
2009-10	1,023	
2010-11	1,049	

The above figures are based on 32 working weeks

Rockville High School

Full Time	192	hours per year
	6	hours per week
Part Time	128	hours per year
	4	hours per week

Vernon Center Middle School

Full Time	144	hours per year
	4 ½	hours per week
Part Time	96	hours per year
	3	hours per week

Elementary

Full Time	80	hours per year
	2 ½	hours per week

The Board of Education reserves the right to determine programs to be offered.

APPENDIX X

Vocational Agriculture Department Head Ratio of his/her step on salary schedule and department head schedule	1.2	1.2
Vocational Agriculture Teachers Ratio of his/her step on salary schedule	1.2	1.2

Vocational agriculture personnel will receive twenty-five (25) vacation days.

The work year for Vocational-Agriculture teachers shall not exceed two hundred twenty-three days.

In consideration of the fact that Vo-Ag teachers in the VEA bargaining unit work a substantially longer work year than other bargaining unit members, Vo-Ag teachers in the bargaining unit shall, during the term of this contract, receive an annual grant of sick leave of 18 days in each year, cumulative to a maximum of 186 days.

APPENDIX XI

FRINGE BENEFITS

A. The Health Savings Account (HSA) option shall be added, effective January 1, 2009, so that teachers may thereafter elect from two (2) options, the HMO Plan, or the HSA.

B. The Board of Education will continue to offer an HMO Plan (POS type HMO) as an option to teachers. The details of the proposed HMO option to be effective July 1, 2008 are included herein.

C. The HSA proposal is summarized as follows:

HEALTH SAVINGS ACCOUNT OPTION

Effective January 1, 2009, the Vernon Board of Education will provide a Health Savings Account (HSA) for teachers who elect to participate. The HSA program shall be offered on a calendar year basis with open enrollment to be available in November. The HSA shall, as required, be a high deductible health plan which shall have a \$2,000 single and \$4,000 family annual deductible for in-network services. Out-of-network services will also be subject to a \$2,000/\$4,000 initial deductible. Once the deductible is met, there shall be no coinsurance payments required for in-network covered services. Out-of-network services shall be subject to a 70% Plan payment / 30% member coinsurance payment, to a coinsurance payment maximum of \$2,000 for individual coverage and \$4,000 for family coverage. This coinsurance payment shall be in addition to the initial deductible.

A HSA shall be established by the Board for each eligible employee who elects the HSA option and the Board shall annually deposit the sum of \$1,000 for a teacher with individual (single) coverage, and \$2,000 for family coverage in the teacher's HSA account.

HSA PRESCRIPTION DRUG COVERAGE: Prescription drugs are covered as part of the HSA plan and will count toward satisfying the applicable \$2,000/\$4000 deductible. Prescription drug copays for drugs purchased after the deductible has been satisfied will be subject to employee co-pays of \$7/\$15/\$35 for generic, preferred name brand, and non-preferred name brand, respectively, for a 30 day supply. A ninety day supply is available through mail order at twice (2X) the normal 30-day copay.

b. The premium share contribution levels for teachers who select the HSA shall be:

2009, 10%
2009-10, 11%
2010-11, 12%

The premium share contribution levels for teachers who select the HMO shall be:

2008-09, 14%

2009-10, 15%

2010-11, 16%

HMO OPTION CHANGES

The following matrix illustrates the specifics of the Board's HMO option proposal, effective July 1, 2008. Changes include increase of \$5 in Home and Office copay and increase in Rx deductible payments to \$10/\$25/\$40 with 2X regular copay for larger supplies per mail order prescription.

FINANCIAL	In Network	Out of Network
Office Visit Copayment	\$20	Ded & Coins
Specialist Visit Copayment	\$20	Ded & Coins
Hospital Copayment	\$200	Ded & Coins
Urgent Care Copayment	\$20	Ded & Coins
ER Copayment (waived if admitted)	\$50	\$50
Outpatient Surgery Copayment	\$100	Ded & Coins
Annual Deductible (individual/family)	n/a	\$2000/4000
Coinsurance	n/a	70/30
Coinsurance Maximum (individual/family)	n/a	25,000
Lifetime Maximum	unlimited	unlimited
PREVENTIVE CARE		
Well Child Care	No Charge - one per year	Ded & Coins
Periodic Routine Health Exams	No Charge - one per year	Ded & Coins
Routine Eye Exams - one every two years	No Charge	Ded & Coins
Routine OB/GYN visits	No Charge (2 exams/year)	Ded & Coins
Mammography		
one baseline age 35-39	No Charge	Ded & Coins
one screening per year age 40+	No Charge	Ded & Coins
add'l exams when medically necessary		
Preventive Dental (children up to 12 years of age)	No Charge	No Charge
MEDICAL CARE		
Primary care office visit	\$20 Copay	Ded & Coins
Specialist consultation	\$20 Copay	Ded & Coins
OB/GYN care - no referral required	\$20 Copay	Ded & Coins
Maternity care - initial visit subject to copay	\$20 Copay	Ded & Coins
Laboratory	No Charge	Ded & Coins
X-ray and Diagnostic testing	No Charge	Ded & Coins
Allergy services	\$20 Copay	Ded & Coins
HOSPITAL CARE - prior authorization required		

Semi-private room	\$200	Ded & Coins
Maternity and newborn care	\$200	Ded & Coins
Skilled nursing facility - to 90 days per year	\$200	Ded & Coins
Rehab services - 60 days per cal yr	\$200	Ded & Coins
Hospice - unlimited max	No Charge	Ded & Coins
Outpatient surgery (hospital or surgi-center)	\$100	Ded & Coins
EMERGENCY CARE - No referrals required		
Walk-in centers	\$20	Ded & Coins
Urgent care - at participating centers	\$20	Ded & Coins
Emergency care - copayment waived if admitted	\$50	\$100
Ambulance - air no maximum per trip	No charge	No charge
OTHER HEALTH CARE		
Outpatient rehab services - unlimited including PT, ST and OT	\$20 Copay	Ded & Coins
Home Health Care - unlimited	No charge	Coins
DME - up to \$1,000 per calendar year	20% Coinsurance	Ded & Coins
Chiropractic Services -unlimited	\$20 Copay	Ded & Coins
Infertility	State Mandate	State Mandate
MENTAL HEALTH/SUBSTANCE ABUSE CARE		
Inpatient	\$200	Ded & Coins
outpatient/office visits	\$20 Copay	Ded & Coins

D. Dental Insurance

The Board will offer employees a Basic Dental Plan with Riders A, B, and C, and the Board will pay for sixty-five per cent (65%) of such plan, with the teacher paying the remaining thirty-five per cent (35%) of the cost of the coverage. Teachers desiring dental coverage must elect the total plan with all Riders and may not elect only partial dental coverage.

E. Life Insurance

The Board of Education agrees to provide term life insurance coverage to bargaining unit members in the amount of fifty thousand dollars (\$50,000).

Teachers shall be eligible to purchase at their own expense additional amounts of life insurance at applicable group rates to an amount double the amount of insurance in effect at any time during this agreement's term.

F. Retirement Insurance

The Vernon Board of Education agrees to carry retirees on its insurance rolls, and as part of the same group as active employees at no cost to the Board of Education provided its eligible retirees pay full cost of insurance coverage at prescribed intervals to be established by the Board of Education's Administrative Assistant.

G. Self Insurance Option/Competitive Selection

The Vernon Board of Education may provide health insurance coverage for bargaining unit members through alternate carriers or through self-insurance. In no case shall the coverages and benefits provided through alternate insurance carriers, through self-insurance or through a combination of such alternatives be less than the coverages available to teachers under the group health insurance policies described elsewhere in this appendix. Should the Vernon Board of Education desire to change insurance carriers and/or self-insure, the Association president shall be first notified and given an opportunity to review the proposed changes. Should the Association and the Board disagree that the alternative coverages proposed will provide equal coverage to those provided by the group plans described elsewhere in this appendix, binding arbitration as set forth under Article IV of this contract may be immediately implemented at the request of the Association or the Board. Such arbitration shall take place before an impartial arbitrator with expertise in insurance. None of the individual coverages set forth in this appendix shall be subject to a proposed change in carrier and/or the self-insurance option more than once per year. Should the Board self-insure or change carriers pursuant to this section, the privacy of the members of the unit shall be fully respected.

H. Coordination of Benefits

In accordance with provisions of Connecticut General Statutes section 38-262h, separate coverage required under such statute shall be made available by the Vernon Board of Education to married members of the bargaining unit whose spouses are also employed by the Vernon Board of Education. At the option of the Vernon Board of Education, additional insurance coverage required under Section 38-262h may be provided by the Board through self-insurance. In no case, however, shall any member of the bargaining unit suffer any economic loss or reduction of coverage through self-insurance.

I. Waiver of Insurance

Teachers may voluntarily elect, subject to section 125 of the Internal Revenue Code, to waive all health insurance benefits and, in lieu thereof, be remunerated in the amount of \$1,000 provided the teacher has notified the Administrative Assistant by May 31 of each year. If a teacher has waived his/her insurance benefits the previous year and does not notify the Administrative Assistant of his/her selection for the coming school year, the waiver will remain in effect. Payments for the waiver will be made in two (2) equal installments in December and June.

Teachers choosing this option shall be able to change their option during an annual open enrollment window occurring from May 1 through May 31, or following their marriage, divorce, death of a spouse or the loss of other health insurance coverage under which the teacher received coverage. Teachers wishing to change this waiver option must give the Administrative Assistant at least fifteen (15) days written notice. Coverage will commence at the beginning of the calendar quarter (July 1, October 1, January 1 or April 1) following the written notice. Teachers, who restart their insurance coverage, except on July 1, which is the start of the contract year, must reimburse the Board of Education a pro-rata portion of the money collected for waiving their insurance coverage.

J. Section 125 Flexible Benefits Plan

The Vernon Board of Education agrees to establish a Section 125 Flexible Benefits Plan for pre-tax treatment of un-reimbursed medical expenses subject to Federal and State Law and IRS Rules and Regulations. The Board will modify its Section 125 Plan to:

- a) Permit teachers to pay their insurance co-pays on a pre-tax basis set forth in Appendix IX, Fringe Benefits.
- b) Provide for pre-tax treatment of unreimbursed medical expenses (\$2,000 limit).
- c) Provide for pre-tax treatment of dependent care expenses (\$5,000).

The Board of Education reserves the right to use a third party to administer the Section 125 Flexible Benefits Plan. If a third party is used to administer the 125 flexible benefits

plan, the Board shall pay the set-up fee for such accounts and the teachers shall pay the monthly service fee if required.

Phyllis Winkler, President
Vernon Education Association

Peggy Jackle, Chairperson
Vernon Board of Education

Date

Date