

AGREEMENT

between the

BRANFORD BOARD OF EDUCATION

and the

BRANFORD EDUCATION ASSOCIATION

July 1, 2021 - June 30, 2024

TABLE OF CONTENTS

ARTICLE		PAGE
I	Recognition	1
II	Responsibility	1
III	Teacher Duties	2
IV	Class Size.....	3
V	Teaching Assignments	4
VI	Health and Insurance Benefits	5
VII	Salaries.....	8
VIII	Notification of Terms of Employment	24
IX	Leaves of Absence	27
X	Curriculum Studies	34
XI	Personnel Policies.....	34
XII	Teacher Rights	36
XIII	Association Rights	36
XIV	Grievance Procedure	39
XV	Job Sharing.....	43
XVI	Sick Leave Bank	44
XVII	Teacher's Contract.....	45
XVIII	The School Improvement Council	45
XIX	Duration	45
XX	Severability.....	45
	Attachment A	47
	Attachment B	53

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and the
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THIS AGREEMENT IS MADE AND ENTERED INTO by and between the
BRANFORD BOARD OF EDUCATION (hereinafter referred to as the "Board") and the
BRANFORD EDUCATION ASSOCIATION (hereinafter referred to as the "Association")
affiliated with the Connecticut Education Association and the National Education Association.

Article I
Recognition

The Board recognizes the Association as the exclusive bargaining representative of the group of professional employees who hold a certificate or durational shortage area permit issued by the State Board of Education under the provisions of §§10-144o to 10-149, inclusive, and are employed by the Board of Education in positions requiring such a certificate or durational shortage area permit and are not included in the administrators' unit or excluded from the purview of §§10-153a to 10-153n, inclusive.

All provisions of this collective bargaining agreement except for Article VIII, Section F, Notification of Terms of Employment, Reduction in Force and Recall Procedure shall apply to persons holding a durational shortage area permit (hereinafter "DSAP").

Article II
Responsibility

- A. It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of Branford in all its aspects, including but not limited to the following: to maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of Branford; to give the children of Branford as nearly equal advantage as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer certified personnel; to suspend or dismiss the teachers of the schools; to designate the schools which shall be attended by the various children within the town; to make such provisions as will enable each child of school age residing in the town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to prescribe rules for

the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore; to approve plans for school buildings; to prepare and submit budgets and, in its sole discretion, expend monies appropriated by the town for the maintenance of the schools, and to make such transfers of funds within the appropriate budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance provisions of this Agreement.

Article III Teacher Duties

A. Supervision at Schools

Pupils will be supervised during the regular school day and at all school functions to which the teacher may be assigned.

B. Report to Parents

1. Teachers shall confer with parents as often as deemed necessary by the teacher or parent concerning the development of pupils. Written reports about pupils' development shall be made to the parents in accordance with the general forms and procedures adopted by the Board.
2. The Board agrees that for the duration of the contract, it will hold two evening parent/teacher conferences each semester. If the Board holds additional evening parent/teacher conferences, teachers will be compensated at a rate of pay based upon a prorating of their annual salary equal to the percent of time that the work is increased.

C. Building Regulations

The Association shall appoint a committee in each school to meet with the Administration on a regular basis to discuss, suggest and advise changes in existing procedures, rules and regulations as they directly affect the teachers in each building.

D. Planning Time

The parties recognize the importance of both personal and collaborative planning time.

1. All elementary school teachers in Levels K-4 shall have a minimum of 40 minutes personal planning time per day and not less than 205 minutes personal planning time per week.

2. All intermediate and secondary teachers shall have a minimum of 45 minutes of personal planning time per day and not less than 225 minutes of personal planning time per week.
3. Pre-K teachers shall have not less than 205 minutes of personal planning time per week.

E. Duty Free Lunch

1. Elementary school teachers shall have a continuous duty-free period for lunch not less than thirty (30) minutes in length.
2. Intermediate school teachers shall be provided a continuous duty-free period for lunch not less than twenty-five (25) minutes in length.
3. High school teachers shall be provided a continuous duty-free period for lunch not less than twenty (20) minutes in length.

**Article IV
Class Size**

A. Elementary Schools

1. In grades pre-kindergarten through four, no regular class group shall have more than twenty-eight pupils.
2. Where multiple classes exist at a given grade level within a school building, the Board will make every effort to have equal numbers of students in classes at each grade level.

B. Intermediate School

No regular class shall have more than 28 pupils. In academic team teaching arrangements, the ratio will be no more than 28 students per teacher.

C. Senior High School

No regular class size shall have more than 30 pupils. In academic team teaching arrangements, the ratio will be no more than 30 students per teacher.

D. Enrollment Increases

If student enrollment increases on or after October 1 of any school year, the administration may exceed the class size restrictions noted above. This exception to the class size restrictions will be exercised to safeguard the educational continuity of students. The elementary, intermediate, and senior high school class size restrictions may be exceeded by not more than one student per class due to enrollment increases on or after October 1 of any school year.

E. Special Education

Classes in special education shall not contain more pupils than designated by standards developed and promulgated by the State Department of Education.

**Article V
Teaching Assignments**

A. Appointment of Teachers

Teachers shall be appointed in accordance with Provisions of the General Statutes of the State of Connecticut.

B. Notification of Teaching Assignments

1. Teachers will be notified in writing by June 1 of any anticipated change in their teaching assignments for the ensuing year. The Board reserves the right to make necessary changes after that date and agrees to notify those involved as soon as decisions are reached.
2. Teachers will be notified in writing of actual teaching schedules prior to August 15th whenever possible.

C. Notification of Teaching Vacancies

Position vacancies caused by death, retirement, discharge, resignation or by the creation of a new position shall be filled pursuant to the following procedures.

1. The existence of position vacancies shall be adequately publicized both within and outside the system, including a notice in every school by posting and by being sent to the B.E.A. President, as far in advance of the date of filling such a vacancy (at least 30 days in advance where possible and, in no event, less than 2 weeks in advance). Where need to fill a position vacancy arises during the summer months, notification shall be by mail to the B.E.A. President.
2. Said notice of position vacancy shall clearly set forth the qualifications of the position. When the position includes compensation beyond a teacher's regular salary the notice shall list the salary, and a description of the duties, additional time, and certification required.
3. All internal (incumbent employee) candidates for any vacant position shall be interviewed before external applicants. All internal applicants shall be interviewed only by school administrators.

D. Transfer of Teachers

1. The Board of Education reserves the right to transfer teachers within the system in the best interest of the entire school system. All teachers shall have the right to request a transfer to any unit position provided that they are certified and qualified as set forth in the job posting or job description to fill the position.
2. The Board acknowledges that several factors must be taken into consideration in making teacher assignments. The factors include certification, teaching experience, the wishes and interests of the teachers involved, seniority within the Branford School System, and the best interests of the entire school system. These criteria are not listed in any particular order of significance.
3. Transfer within the system should, whenever possible, be made on a voluntary basis.
4. Personnel involved in transfers will be contacted by the Superintendent or designee to discuss the transfer before final action is taken.
5. Teachers who desire to transfer to another building shall file a written statement or electronic mail of such desire with the Superintendent not later than May 15th. Such statement shall include the grade and/or subject which the teacher desires to be assigned or the school or schools (in order of preference if the teacher has a preference) to which he/she desires to be transferred.
6. Teachers who desire a change in grade and/or subject assignment shall speak to the principal and/or immediate supervisor.
7. Grievances involving transfers that are resolved after the start of a school year will not be implemented until the following school year if the resolution will result in any disruption to students.

**Article VI
Health and Insurance Benefits**

A. Health Care Benefits

1. All full-time personnel covered by this Agreement shall be eligible to receive group medical coverage and prescription coverage for themselves as individuals and for their families under a High Deductible Health Plan (HDHP) with Health Savings Account (HSA), and group dental coverage for themselves as individuals and for their families. The HDHP with HSA shall have the elements set forth in Attachment A:

Following exhaustion of the deductible, prescription drugs shall be subject to post-deductible co-payments of \$10/25/40 (retail), and a two times co-payment for mail order.

The Board will contribute fifty percent (50%) of the applicable deductible amount for each full-time teacher who elects coverage under the HDHP plan (with pro-rated funding of the deductible for part-time teachers). The Board's entire contribution toward the deductible will be deposited into the HSA accounts in September. In the event that a teacher's coverage under the HDHP plan changes from individual coverage to family coverage after the Board has made its contribution into the teacher's HSA account, the Board shall make an additional, pro-rated contribution into the teacher's HSA at the family coverage level, based on the number of months remaining in the contract year at the time such changes becomes effective.

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

A Health Reimbursement Account (HRA) shall be made available for any teacher who is precluded from participating in a Health Savings Account (HSA) because the teacher receives Medicare and/or Veterans' Benefits. The annual maximum reimbursement by the Board for teachers participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for teachers enrolled in the HSA.

2. The Branford Board of Education may provide insurance programs as required by this Article for bargaining unit members through alternate carriers or through self-insurance. The programs, when taken as a whole (meaning coverages, benefits and administration; i.e., timeliness of payments and claims processing), provided through alternate insurance carriers, through self-insurance or through a combination of such alternatives shall be substantially equivalent to the programs available to teachers under the group health insurance policies presently provided. Should the Board of Education desire to change insurance carriers, prior to any such change the Association shall be notified and given an opportunity to review the proposed changes. Should the Association and the Board disagree that the alternative programs proposed will not provide substantially equivalent programs (coverage, benefits and administration) to those currently provided, arbitration as set forth under Article XIV of this Agreement may be implemented at the request of the Association. Such arbitration shall take place before an impartial arbitrator with expertise in insurance.
3. The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. Should any Federal statute or regulation, including but not limited to IRC §4980I 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 on the excise tax in accordance with the Teacher Negotiation Act. Such negotiations shall be limited solely to the distribution of payment of the excise tax, health insurance plan offerings, coverage, design, and premium cost share. Other negotiated subject matters shall not be subject to this reopener provision.

B. Life Insurance

1. All full-time staff members covered by this Agreement shall receive group term life insurance with accidental death and dismemberment provision in the amount of \$100,000.
2. All full-time staff members covered by this Agreement may elect to purchase additional term life insurance at group rates and with payroll deduction privileges, provided:
 - a. That said coverage is offered only in equal amounts.
 - b. That participation requirements set forth by the insurance carrier are met.

C. Benefit Premium Cost Share

1. For the HDHP HSA Plan, the Board and the teachers shall be responsible for the following percentages of the premium cost for all employees hired to work 100% of the normal work week:

	<u>Board</u>	<u>Teachers</u>
2021-22	81.5%	18.5%
2022-23	81.0%	19.0%
2023-24	80.5%	19.5%

Those employees hired for a less than 100% position may participate in such insurance programs provided they pay that percentage of the costs of such programs which corresponds to the difference between a 100% position and the % position for which they have been hired. This paragraph shall not apply to those employed by the Board in a less than full-time position for the 1987-1988 school year and who have remained in continuous employment with the Branford Board since that time. Such premium cost sharing may be made on a pre tax basis in accordance with the Section 125 Plan.

2. The Board, by the first day of annual open enrollment, shall make available the insurance rates, via memo to all members of the Branford Education Association. Said memo shall show the current rates (separated by medical/pharmacy rates and dental rates), and the final renewal rates (separated by medical/pharmacy rates and dental rates). The memo shall also include Association members' current and

renewal premium cost share percentages and annualized and per pay period dollar amount. The rates provided via memo will be the rates in effect for the coming plan year.

D. Section 125 “Cafeteria Plan ”

The Board shall adopt an Internal Revenue Code, Section 125 pre-tax premium conversion plan, which will allow teachers to meet any required insurance premium contribution and will include a medical care account and a dependent care account. Participation in such plans shall be at the teacher’s option.

**Article VII
Salaries**

A. Teacher Salary Schedule

1. There shall be a single salary schedule for all teachers. The salary schedules shall be as included on the following pages of this Agreement.
2. The annual salary of the teacher shall be in accordance with the provisions of the prevailing salary schedule of the Board.
3. Increments on the schedule will be allowed except in instances in which service has been less than satisfactory. Such withholding of increments shall not be made, however, until voted by the Board.
4. Reimbursement shall be made for professional improvement as specified in the salary schedule and included in this Agreement under Section B of this Article.
5. The Board reserves its discretionary right to fill any vacancy at the salary that may be necessary.
6. One-half of the negotiated salary increase may be withheld by the Board of Education for any teacher who has reached the top step on the salary schedule, if such teacher’s performance is less than satisfactory. Such withholding shall not be made, however, until voted by the Board.
7. The just cause standard defined in Article VIII shall apply to subsections 3 and 6 above.
8. Subject to subsections 3, 6 and 7 above, step increments during the contract years referenced in Article XIX (Duration) shall be as set forth in the chart which appears under Attachment B.

2021-2022 SALARY SCHEDULE

Step	BA	MA	MA+15	SIXTH	6TH + 15	6TH + 30
1	52,076	54,869	56,357	58,592	60,081	62,312
2	53,028	55,818	57,310	59,544	61,029	63,266
3	54,155	56,942	58,437	60,669	62,160	64,390
4	55,716	58,292	59,780	62,018	63,502	65,738
5	57,122	59,918	61,407	63,637	65,126	67,362
6	59,068	61,863	63,352	65,587	67,072	69,308
7	61,393	64,180	65,675	67,908	69,399	71,289
8	64,145	66,940	68,425	70,657	72,150	73,998
9	67,372	70,168	71,655	73,892	75,380	77,182
10	71,134	73,923	75,417	77,651	79,136	80,895
11	75,715	78,505	79,997	82,230	83,720	85,430
12	80,291	83,614	85,154	87,461	89,000	90,956
13	84,501	88,339	89,920	92,291	93,872	96,067
14	91,222	94,311	95,954	98,423	100,068	102,534

There shall be no step advancements during the 2021-22 contract year.

2022-2023 SALARY SCHEDULE

Step	BA	MA	MA+15	SIXTH	6TH + 15	6TH + 30
1						
2	54,028	56,818	58,310	60,544	62,029	64,266
3	55,155	57,942	59,437	61,669	63,160	65,390
4	56,716	59,292	60,780	63,018	64,502	66,738
5	58,122	60,918	62,407	64,637	66,126	68,362
6	60,068	62,863	64,352	66,587	68,072	70,308
7	61,393	64,180	65,675	67,908	69,399	71,289
8	64,145	66,940	68,425	70,657	72,150	73,998
9	67,372	70,168	71,655	73,892	75,380	77,182
10	71,134	73,923	75,417	77,651	79,136	80,895
11	75,715	78,505	79,997	82,230	83,720	85,430
12	80,291	83,614	85,154	87,461	89,000	90,956
13	84,501	88,339	89,920	92,291	93,872	96,067
14	92,444	95,575	97,240	99,742	101,409	103,908

Effective July 1, 2022, teachers who are not on the maximum step shall advance one step on the salary schedule.

2023-2024 SALARY SCHEDULE						
Step	BA	MA	MA + 15	SIXTH	6TH + 15	6TH + 30
1						
2	54,244	57,045	58,543	60,786	62,277	64,523
3	55,376	58,174	59,675	61,916	63,413	65,652
4	56,943	59,529	61,023	63,270	64,760	67,005
5	58,354	61,162	62,657	64,896	66,391	68,635
6	60,308	63,114	64,609	66,853	68,344	70,589
7	61,639	64,437	65,938	68,180	69,677	71,574
8	64,402	67,208	68,699	70,940	72,439	74,294
9	67,641	70,449	71,942	74,188	75,682	77,491
10	71,419	74,219	75,719	77,962	79,453	81,219
11	76,018	78,819	80,317	82,559	84,055	85,772
12	80,612	83,948	85,495	87,811	89,356	91,320
13	84,839	88,692	90,280	92,660	94,247	96,451
14	93,368	96,531	98,212	100,739	102,423	104,947

Effective July 1, 2023, teachers who are not on the maximum step shall advance one step on the salary schedule.

B. Professional Improvement

1. Bachelor's Degree Schedule

Teachers holding a Bachelor's degree shall be paid on the Bachelor's degree salary schedule.

2. Master's Degree or Equivalent Schedule

In order to be placed on the Master's Degree or equivalent salary schedule, a teacher must have a Master's Degree from an accredited institution or have completed thirty (30) graduate credits within the subject field or in a related field of the teacher's present area of employment, or be in the field of educational administration. All other courses of study must be preapproved by the Superintendent of Schools. When a Master's Degree Program requires more than thirty (30) graduate credits, the additional hours shall not be counted toward movement on the salary schedule without prior approval of the Superintendent or without authorization by the Superintendent in the event that the course work was accomplished prior to coming to Branford.

The above language shall not adversely affect any teacher's present track, placement, or currently enrolled degree program prior to July 1, 1986.

Notwithstanding the provisions set forth above, teachers hired on or after July 1, 2012 shall not be placed on the Master's Degree salary schedule or move to a higher salary schedule unless the teacher has earned a Master's Degree from an accredited institution. The preceding sentence shall not adversely affect any teacher hired on or before June 30, 2012.

3. Master's Degree or Equivalent Plus Fifteen Schedule

In order to be placed on the Master's Degree or equivalent plus fifteen schedule, a teacher must have completed at least fifteen graduate credits beyond the Master's Degree, or its equivalent, in a planned program at an accredited institution, provided that such fifteen graduate credits beyond the Master's Degree, or its equivalent, be within the subject field or in a related field of the teacher's present area of employment, or be in the field of educational administration. All other courses of study must be preapproved by the Superintendent of Schools.

The above language shall not adversely affect any teacher's present track, placement, or currently enrolled degree program prior to July 1, 1986. The Master's Degree or Equivalent Plus Fifteen Schedule shall not be available to teachers hired on or after July 1, 1997.

4. Sixth Year or Equivalent Schedule

In order to be placed on the Sixth Year or equivalent salary schedule, a teacher must have a Sixth Year Certificate from an accredited institution or have completed a planned thirty credit graduate program beyond the Master's Degree or equivalent, at an accredited institution, provided that such Sixth Year Certificate from an accredited institution, or completed planned thirty credit graduate program beyond the Master's Degree or equivalent, at an accredited institution be within the subject field or in a related field of the teacher's present area of employment, or be in the field of educational administration. All other courses of study must be preapproved by the Superintendent of Schools.

The above language shall not adversely affect any teacher's present track, placement, or currently enrolled degree program prior to July 1, 1986.

The parties agree that, beginning July 1, 2015, social workers, school psychologists and speech language pathologists who have earned at least sixty graduate credits in their degree program from an accredited institution shall be placed on the Sixth Year lane.

The parties further agree that no social worker, school psychologist or speech language pathologist shall be entitled to any retroactive pay or retroactive placement on the Sixth Year Lane pursuant to this memorandum of agreement. The BEA agrees that it shall not file any grievance regarding retroactive pay or placement.

5. Sixth Year or Equivalent Plus Fifteen

In order to be placed on the Sixth Year or equivalent plus fifteen schedule, a teacher must have completed at least fifteen graduate credits beyond the Sixth Year or equivalent at an accredited institution, provided that such fifteen graduate credits beyond the Sixth Year or equivalent at an accredited institution be within the subject field or in a related field of the teacher's present area of employment, or be in the field of educational administration. All other courses of study must be preapproved by the Superintendent of Schools.

The above language shall not adversely affect any teacher's present track, placement, or currently enrolled degree program prior to July 1, 1986.

The Sixth Year or Equivalent Plus Fifteen Schedule shall not be available to teachers hired on or after July 1, 1997.

6. Sixth Year or Equivalent Plus Thirty

In order to be placed on the Sixth Year or equivalent plus thirty schedule, a teacher must have completed at least thirty graduate credits beyond the Sixth Year or equivalent at an accredited institution, provided that such Sixth Year or equivalent plus thirty be within the subject field or in a related field of the teacher's present area of employment, or be in the field of educational administration. All other courses of study must be preapproved by the Superintendent of Schools.

The above language shall not adversely affect any teacher's present track, placement, or currently enrolled degree program prior to July 1, 1986.

7. Elimination of Plus Fifteen Schedules

Effective July 1, 1997 the following provisions shall apply to the Bachelor's + 15, Master's + 15 and Sixth Year + 15 schedules:

- a. Said schedules shall not be available to teachers hired on or after July 1, 1997;
- b. Any teacher currently on any of said schedules shall be entitled to continue on that schedule;

8. National Board Certification

Members of the teaching staff who obtain National Board Certification shall receive a one-time stipend of \$1,000 upon successful completion of the certification. The teacher shall notify the Superintendent of the anticipated completion date of his or her certification by December 30 the previous calendar year.

9. Accredited Institution

The term “accredited institution” as used in this contract shall mean an institution of higher learning accredited by the New England Association of Schools and Colleges or other equivalent regional accrediting authority. Courses taken by an individual over the internet or through other electronic distance learning programs must be accredited by the New England Association of Schools and Colleges or other equivalent regional accrediting authority or have received prior approval of the Superintendent of Schools.

C. Placement on the Salary Schedule

1. No newly hired teacher shall be placed on a step higher than any teacher currently in the system with the same teaching experience, and all teachers shall be placed on the salary schedule which accords with the number of years of their prior public school experience, including teaching experience in nonpublic schools that includes teachers as members of the State Teachers’ Retirement System, and professional training, except as follows:
 - a. A fractional part of a school year of public school experience under contract, of not less than five months in one school system, shall entitle the teacher to credit for one full year of experience. No teacher may receive credit for more than one year of experience based on service for a fractional part of a school year.
 - b. Experience as a Branford substitute teacher shall be given no credit for salary schedule placement unless the teacher has continuously substituted for not less than five months in the same position in any school year and providing that the teacher was fully certified for that position. Experience as a substitute teacher in other school districts will not be given credit. This Article affects staff hired after July 1, 1992 only. All current staff receiving credit for previous substitute experience outside of Branford will be grandfathered.
 - c. Credit may be allowed toward placement on the salary schedule for continuous experience under contract in private and military dependency schools prior to the date of employment in Branford, at the discretion of the Superintendent. (This provision applies to teachers hired after July 1, 1994.)
 - d. Credit for prior service in cases where teaching has not been continuous to the date of appointment shall be at the discretion of the Superintendent. Each person who has not taught continuously, who has at least a Bachelor’s degree, has met the study requirements in Section VII-B, and is on tenure, may be granted one extra increment, at the discretion of the Superintendent, per year until that person is on schedule.

- e. Credit will be allowed toward placement on the salary schedule for Peace Corps and Teacher Corps experience, provided that such experience is documented as successful formal teaching experience. Such credit will be granted under the same conditions as found in paragraphs f, g, and h of this subsection. Credit may be allowed toward placement on the salary schedule for documented non-teaching Peace Corps experience upon approval of the Superintendent of Schools.
 - f. Teachers who served in the active armed forces shall be given credit for such service up to the maximum of three years on the basis of twelve months of such service being held equal to one school year, six months but less than twelve months of such service shall be given credit for one full school year. For example, eighteen months of such service would get credit for two school years for placement.
 - g. Authoritative certification of prior experience and military service and transcripts of records of professional preparation shall be filed with the Superintendent of Schools.
 - h. Credit may be given at the discretion of the Superintendent of Schools for a teacher's experience in another field prior to entering the teaching profession provided that such experience was related to his/her teaching field.
 - i. No rule governing placement of teachers on the various steps of this salary schedule shall be retroactive whether it affects a teacher beneficially or adversely.
2. Teachers who qualify for transfer to a higher salary schedule by professional preparation shall be placed on the new schedule within sixty (60) days after providing the Superintendent with a copy of the transcript as described in Section c. below, providing:
- a. The teacher has notified the Superintendent of Schools by December 30 of the previous fiscal year of the anticipated completion date of the program in the subsequent fiscal year. In the event the program or degree is not completed or will not be completed until a future fiscal year, the teacher must renotify the Board in each prior fiscal year for budget development purposes.
 - b. The teacher's notification to the Superintendent of the anticipated completion of the program was formal (i.e., on a separate and specific written letter or form with a copy of the approved program of study attached). An addendum or attachment to any other document is not considered formal notification.
 - c. The completed program was officially documented via transcript.

- d. For any teacher hired after January 1, the Superintendent shall transfer the teacher to the higher salary schedule within sixty (60) days provided the teacher notified the Superintendent at the time of hire of their anticipated completion of the degree program and they have fulfilled the requirements of paragraphs b. and c. above.

D. Guidance Counselors

1. Guidance counselors shall receive a salary commensurate with their positions on the teacher salary schedule plus an additional amount based upon responsibility and additional working time.
2. Guidance counselors shall work ten days in addition to the time scheduled for teachers. For this additional two weeks of work, counselors shall receive a ratio of .05 of the appropriate step of the teachers' salary schedule. Of the 10 days, three will be scheduled in the week immediately following the close of the regular school year. Five of the remaining days shall be scheduled prior to teachers returning to school. The remaining days shall be scheduled in full day allotments by the counselors involved and the guidance supervisor. The days scheduled shall be consistent from week to week. If the counselors do not reach agreement among and between themselves as to the schedule and assignment of days on or before March 1, the Superintendent or his/her designee shall schedule and assign such days following consultation with the Association and counselors involved by April 1.
3. Guidance counselors may request to work beyond the regularly scheduled two additional weeks for completion of projects. Such requests for additional time must be approved by the principal and the Superintendent of Schools prior to being submitted to the Board of Education for final approval. Requests must be received by the Board of Education for their approval on or before January 1. If approved, additional working time will be compensated on the basis of a ratio of the annual salary.

E. Special Contracts

1. Student Body Activities

- a. Base salary for each student body activity position is listed below for each school year.
- b. Advisors having more than three years experience in the assigned activity shall be increased by 5% above their base for each year of experience to a maximum of seven years (25%). This provision shall not apply to any individual newly appointed to a stipend position on or after July 1, 2012. Any employee appointed to a stipend position prior to July 1, 2012 will continue to be eligible for the 5% increases set forth in this section for additional years of continuous service in that position.

- c. Effective July 1, 2021, the base salary will increase by 1.50%. Effective July 1, 2022, the base salary will increase by 1.50%. Effective July 1, 2023, the base salary will increase by 1.50%.

<u>Activity</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
Amnesty	1,126	1,143	1,160
Anime Art Club	671	681	691
Art BHS	630	639	649
Art WIS	744	755	766
Best Buddies	1,447	1,469	1,491
More Games Club	516	524	532
Cantare WIS	3,740	3,796	3,853
Cheerleaders	4,106	4,168	4,231
Chemistry Club	541	549	557
Choral Director	3,840	3,898	3,956
Cultural Diversity	694	704	715
Dance Team WIS	3,945	4,004	4,064
Asst. Dance Team WIS	1,972	2,002	2,032
Dance Team BHS	4,117	4,179	4,242
Asst. Dance Team BHS	2,059	2,090	2,121
Dir Tisko Talent Show	716	727	738
E-Sports	516	524	532
Environmental Club	541	549	557
Excel Club	508	516	524
Fall Drama Director	4,415	4,481	4,548
Fall Drama Director Asst. BHS	2,208	2,241	2,275
Gender and Sexuality Alliance BHS	1,468	1,490	1,512
Gender and Sexuality Alliance WIS	516	524	532
Green Scene	1,840	1,868	1,896
Green Scene (WIS)	723	734	745
Interact	2,311	2,346	2,381
Intramural Coed WIS	2,560	2,598	2,637
Intramurals Coed BHS	2,643	2,683	2,723
Intramurals Coed BHS	2,643	2,683	2,723
Italian Club BHS	694	704	715
Italian Club WIS	764	775	787
Jazz Band WIS	3,740	3,796	3,853
Leo Club	1,670	1,695	1,720
Literary Magazine	1,644	1,669	1,694
Math Team	570	579	588
Model Congress	9,300	9,440	9,582
Model Congress Asst.	5,826	5,913	6,002
Newspaper BHS	4,111	4,173	4,236
Newspaper WIS	1,741	1,767	1,794

<u>Activity</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
Peace Jam	2,288	2,322	2,357
Physics Club	1,447	1,469	1,491
Ping Pong	671	681	691
Robotics	508	516	524
Science Olympiad	1,447	1,469	1,491
Singers/Chimers JBS	714	725	736
Spring Drama Director WIS	4,591	4,660	4,730
Spring Drama Pit Conductor WIS	2,705	2,746	2,787
Spring Drama Choreographer WIS	2,705	2,746	2,787
Spring Drama Musical Director WIS	2,705	2,746	2,787
Spring Musical Director BHS	4,720	4,791	4,863
Spring Musical -Musical Director BHS	4,720	4,791	4,863
Spring Musical Asst. BHS	2,951	2,995	3,040
Steam	3,472	3,524	3,577
Technology Crew	5,140	5,217	5,295
Unified Sports	1,207	1,225	1,243
Women's Club	2,099	2,130	2,162
World Language WIS	765	776	788
Yearbook BHS	4,415	4,481	4,548
Yearbook Asst. BHS	2,207	2,240	2,274
Yearbook WIS	3,513	3,566	3,619

Section E1-b does not apply to below activities

8th Grade Carnival/Dinner Dance	580	589	598
Class Advisor 10 th	1,936	1,965	1,994
Class Advisor 11 th	2,129	2,161	2,193
Class Advisor 12 th	2,321	2,356	2,391
Class Advisor 9 th	1,742	1,768	1,795
National Honor Society BHS	2,321	2,356	2,391
National Honor Society Latin BHS	694	704	715
National Honor Society Science BHS	675	685	695
National Honor Society Spanish BHS	676	686	696
National Honor Society French BHS	676	686	696
National Honor Society WIS	2,321	2,356	2,391
Peer Mediation WIS (Coordinator)	1,090	1,106	1,123
Peer Mediation WIS	546	554	562
Peer Connection BHS	2,904	2,948	2,992
Student Council BHS	2,903	2,947	2,991
Student Council WIS	2,129	2,161	2,193

2. Special Contracts Coaches Positions

- a. The base salary for each coaching position is listed below for each school year.

- b. Coaches having more than two years experience in the assigned sport shall be increased by 5% above their base for each year of experience to a maximum of seven years (25 %). This provision shall not apply to any individual newly appointed to a coaching position on or after July 1, 2012. Any employee appointed to a stipend position prior to July 1, 2012 will continue to be eligible for the 5% increases set forth in this section for additional years of continuous service in that position.
- c. Assistant coach shall receive 60% of the value calculated for a coaching position. Assistant coaches having more than two years experience in the assigned sport shall be increased by 5% above their base for each year of experience to a maximum of seven years (25 %). The preceding sentence shall not apply to any individual newly appointed to an assistant coaching position on or after July 1, 2012. Any employee appointed to a stipend position prior to July 1, 2012 will continue to be eligible for the 5% increases set forth in this section for additional years of continuous service in that position.
- d. Effective July 1, 2021, the base salary will increase by 1.5%. Effective July 1, 2022, the base salary will increase by 1.5%. Effective July 1, 2023, the base salary will increase by 1.5%.

<u>Sport</u>	<u>2021-22</u> <u>Base Salary</u>	<u>2022-23</u> <u>Base Salary</u>	<u>2023-24</u> <u>Base Salary</u>
Band	5,974	6,064	6,155
Band Assistant	3,585	3,639	3,694
Baseball/Softball	5,974	6,064	6,155
Baseball (WIS)	4,041	4,102	4,164
Basketball (B/G)	6,965	7,069	7,175
Basketball Int. (B/G)	4,978	5,053	5,129
Cross Country	3,985	4,045	4,106
Cross Country (WIS)	3,658	3,713	3,769
Field Hockey	5,974	6,064	6,155
Field Hockey (WIS)	3,658	3,713	3,769
Football	7,961	8,080	8,201
Hockey Club Girls	6,965	7,069	7,175
Golf	3,486	3,538	3,591
Gymnastics	5,974	6,064	6,155
Ice Hockey Boys	6,965	7,069	7,175
Indoor Track	4,976	5,051	5,127
Lacrosse (B/G)	5,974	6,064	6,155
Sailing	3,486	3,538	3,591
Soccer (B/G)	5,974	6,064	6,155
Softball (WIS)	4,041	4,102	4,164
Swimming (B/G)	5,974	6,064	6,155
Tennis	3,985	4,045	4,106
Track (B/G)	5,974	6,064	6,155

<u>Sport</u>	<u>2021-22</u> <u>Base Salary</u>	<u>2022-23</u> <u>Base Salary</u>	<u>2023-24</u> <u>Base Salary</u>
Volleyball	4,976	5,051	5,127
Volleyball (WIS)	3,658	3,713	3,769
Weight Room (per season)	1,393	1,414	1,435
Wrestling	5,974	6,064	6,155
Wrestling WIS	3,658	3,713	3,769

3. Cooperative Work Experience

Diversified Occupations Teacher/Coordinator shall be compensated at .10 above the salary schedule. Such position shall be for four weeks beyond the teachers' standard contract year.

4. Additional Duties

Additional duties shall not carry extra compensation except as specified in a special contract approved by the Board.

5. Other Positions

a. Elementary School Lead Teacher:

Ten month position; compensated at a rate of \$2,388 in 2021-22, \$2,424 in 2022-23 and \$2,460 in 2023-24. Reports to school principal. Position to be posted annually.

b. Coordinator-BHS Student Support Services:

Ten month position; compensated at the same rate as the High School Department Leader. Reports to school principal. Position to be posted annually.

F. Homebound Instruction

Teachers of homebound students shall be compensated at the rate of \$47.12 per hour in 2021-22, \$47.83 per hour in 2022-23 and \$48.55 per hour in 2023-24.

G. Summer School

Teachers of summer school shall be paid at the rate of \$47.12 per hour in 2021-22, \$47.83 per hour in 2022-23 and \$48.55 per hour in 2023-24

H. Department Leaders

1. Intermediate School

- a. In departments in the Branford Intermediate School where Department Leader positions are established by the Board of Education, Department Leaders shall teach a normal teaching schedule and be compensated at the following rate:

2021-22	\$4,060
2022-23	\$4,121
2023-24	\$4,183

- b. Contracts for Intermediate School Department Leaders shall be subject to the approval of the Board upon recommendation of the Superintendent.

2. High School

- a. In each department at the High School where the Board establishes a Department Leader position, with compensation at the following rate:

2021-22	\$5,075
2022-23	\$5,151
2023-24	\$5,228

- b. Department Leaders shall not be required to teach in excess of 4/5 of a normal teaching schedule. However, the administrative duties assigned to Department Leaders shall not exceed 50% of the normal school day.
- c. Any days required of Department Leaders in excess of the negotiated school year shall be paid at the per diem rate of the Department Leader, including the above compensation.

I. Teacher Coaches

- a. The parties acknowledge and agree that the responsibilities of Teacher Coaches extend beyond their contractual obligations as teachers, as set forth in this collective bargaining agreement (including responsibilities that extend beyond the teacher work day and teacher work year set forth in the collective bargaining agreement). Such responsibilities stem from the Teacher Coaches' role in curriculum development, professional learning, District/building leadership, and enhancement of the instructional program for the Branford Public Schools, and shall include but not be limited to, participation in Board meetings (as needed), parent nights, procedural tasks related to teaching and learning, and other events and related activities, as designated by the Administration.
- b. In addition to their contractual obligations as teachers, and in addition to the events and activities referenced in subsection (a) of this Section, Teacher Coaches shall remain for a total of ten (10) hours beyond the

teacher work day per year in order to engage in responsibilities related to the enhancement of the district's instructional program, as scheduled by the Administration.

- c. In carrying out their responsibilities, Teacher Coaches shall work six (6) days beyond the teacher work year. Two (2) of such days shall occur immediately before the start of the school year and two (2) of such days shall occur immediately following the end of the school year. Two (2) of such days shall be determined by mutual agreement between the Teacher Coach, the Principal and the Curriculum Coordinator.
- d. Teacher Coaches shall be paid a stipend of Six Thousand Dollars (\$6,000) per year as compensation for their responsibilities as Teacher Coaches. The parties acknowledge that the stipend reflects the responsibilities of Teacher Coaches that extend beyond their contractual obligations as teachers.
- e. In the event that the Administration determines that it is necessary for one or more Teacher Coaches to work additional days beyond the six (6) days as set forth in subsection (c) of this Section, any such days shall be determined by mutual agreement between the Administration and the Teacher Coaches. Any such additional work days shall be compensated at the curriculum rate.

J. Department Liaisons

- a. In departments in which Department Liaison positions are established by the Board of Education, Department Liaisons shall teach a normal teaching schedule and be compensated at the following annual rates:

2021-22	\$3,045
2022-23	\$3,091
2023-24	\$3,137

- b. Contracts for Department Liaisons shall be subject to the approval of the Board upon recommendation of the Superintendent.

K. Special or Additional Duties

- 1. Teachers who receive compensation for any special and/or additional duties above the basic salary schedule shall not have tenure with regard to those duties.
- 2. Special contracts shall be issued no later than two weeks prior to the commencement of the contracted activity or responsibility.
- 3. Teachers holding activity or coaching contracts shall be notified by June 1st or thirty days after completion of the contracted activity or responsibility, whichever is later, if they are not be issued a special contract for the

following year in the same activity.

4. Such notification shall not preclude the Board's right to eliminate the contracted activity at a later date to meet budget considerations and to eliminate the position included in the special contract.

L. Payment of Salary

1. Annual salaries will be paid in installments, subject to deductions required by law or contract, and any other mutually agreed upon deductions that the teacher authorizes in writing.
2. A teacher may elect to receive salary payments in one of the following options:
 - a. Twenty-one (21) equal biweekly installments
 - b. Twenty-six (26) equal biweekly installments
 - c. Twenty-one (21) biweekly installments with the twenty-second (22nd) installment being equal to five times the other installments.
3. The salary payment schedule option will be selected by the teacher. Once a selection of payments is made, no change will be permitted during the school year.
4. The first payment shall be made on the first biweekly payday following the 26th biweekly installment of the previous year. Thereafter, salary payments shall be made biweekly with payday adjustments to compensate for holiday periods. When it becomes necessary to adjust the pay schedule due to variations in the calendar, the Administration will share the adjusted pay schedule with the Association President on or before June 1st of the prior pay year.
5. An exception to the biweekly payment schedule shall be made in cases of teachers resigning their positions at the close of the school year. In such cases, the final installment will be withheld until notification of completion of final checkout requirements is received by the payroll department from the school administration.
6. Whenever a teacher enters or leaves the school system during the school year, salaries will be prorated on the teacher's daily rate of pay.
7. All teachers will be paid by direct deposit.

M. Professional Development Chairs

Each Professional Development Chair will be paid an annual stipend of \$2,281 (2021-22 rate); \$2,315 (2022-23 rate) and \$2,350 (2023-24 rate). All Professional Development Chairs shall be paid the same amount, regardless of years of service in the position.

N. Longevity

1. In recognition of length of service, each teacher who has attained the appropriate length of service shall receive additional salary above the salary schedule as follows:

15, 16 and 17 years	\$300.00
18, 19, 20 and 21 years	\$500.00
22 years and over	\$700.00

2. Length of service shall be calculated as provided in Article VII, Section C, Placement on Salary Schedule.
3. For any staff hired after July 1, 1992, only appropriate Branford service shall be calculated.
4. Longevity shall not apply to employees hired on and after July 1, 1994.

O. Severance Pay

1. Upon retirement, a certified staff member will be entitled to an employer contribution equal to his/her daily rate of pay for each day of sick leave not taken while in the employ of the Branford Public Schools to a maximum of fifty (50) days which shall be deposited into an employer directed section 403b plan on behalf of the staff member as permitted by law. As used in this section, the term "retirement" means the teacher's commencement of retirement benefits under the Connecticut Teachers' Retirement System immediately following the teacher's separation from employment with the Branford Board of Education. In the event that employer directed contributions are no longer permitted by law, the certified staff member shall be paid in cash. If a certified staff member dies prior to retirement, his/her estate will be entitled to a payment of his/her daily rate of pay for each day of sick leave not taken while in the employ of the Branford Public Schools to a maximum of fifty (50) days.
2. The Board, at its discretion, may pay 1/2 of said employer directed 403b contribution in the second year after retirement, should the teacher fail to notify the Board before February 1 of his or her intent to retire at the end of that school year. If the Board exercises such option and the teacher dies prior to receipt of the second half of such employer directed contribution, the employer shall pay said second half directly to the estate of the teacher.

P. Tax Sheltered Annuities ("TSAs ")

The Association shall assume the responsibility of determining which TSA vendors will be offered to teachers. The current number of available TSAs shall, through attrition, be reduced to a maximum number of twenty (20). The preceding sentence shall not apply to 457b plans.

Teachers may elect to contribute by payroll deduction to Connecticut's College Savings Program Connecticut Higher Education Trust (CHET).

The list of available TSA vendors for one school year shall be approved by the end of the July immediately preceding that school year.

The Board shall maintain Section 403b and 457b plans as permitted by law.

Article VIII

Notification of Terms of Employment

A. Forms

1. The negotiated agreement between the Branford Board of Education and the Branford Education Association shall include the agreed upon salary schedule, fringe benefits, and conditions of employment for all non-administrative certified professional personnel.
2. Individual salary agreements shall be issued annually to all non-administrative certified professional personnel.
3. Salary notifications shall be issued annually, but not later than June 1. Such notification forms must be signed and returned to central office no later than June 15. Such notifications shall indicate the position of the teacher on the salary schedule and the actual salary for the following school year, as provided for in the approved salary schedule. Such notifications and the signatures thereon do not constitute a contract of employment and are merely intended to provide notice of certain terms of employment as provided in the contract.

B. Procedure

1. Individual teaching contracts become effective when signed by the teacher and the Superintendent of Schools/designee.
2. All individual teaching contracts become null and void if not signed in acceptance and returned to the Superintendent of Schools/designee within thirty days from the date they are issued.
3. If the teacher cannot show evidence of proper certification to the Board of Education, contracts may be automatically terminated or further payments withheld.

C. Termination of Employment

1. Individual teaching contracts may be terminated by mutual consent at any time.
2. A teacher may resign for good reasons by submitting at least thirty days written notice at any time, except that such resignation shall not become effective during the months of June, August or September.

D. Procedure Governing Non-Renewal of Teaching Contracts

1. If the services of a teacher are not satisfactory in the opinion of a principal, a supervisor, or the Superintendent, the teacher will be informed. The administrative and supervisory staff will indicate in writing the specific reasons for dissatisfaction, suggest specific goals of improved teaching performance, suggest means of reaching these goals, and offer positive counseling to reach these goals. Both the administrator and the teacher will jointly work in a responsible manner to obtain the goals.

E. Just Cause

No teacher will be disciplined, reprimanded, suspended, or deprived of his or her professional advancement without just cause.

F. Reduction in Force and Recall Procedure

Connecticut State Statutes are clear in mandating the responsibility for the employment and dismissal of teachers with the Board of Education. Emergency or unpredictable situations do not alter that mandate.

In making necessary reductions in professional staff positions, the Board of Education will first attempt to do so through natural attrition, i.e., retirement, leaves of absence, resignations.

When natural attrition does not allow or provide latitude for staff reduction to the level sought, the Board of Education will accomplish any necessary reduction in force in accordance with the criteria set forth below.

In compliance with §10-151 the following will apply:

1. No tenured teacher will be released while non-tenured teachers are retained in positions for which a tenured teacher is qualified.
2. The Board will consider the needs of the school system and qualifications of the individual teachers in determining layoff order.
3. The following factors, not necessarily in this order, will govern the layoff order first of non-tenured teachers, and second of tenured teachers.

- a. Areas of competence indicated by certification, the individual's grade level or departmental assignment and experience.
 - b. Skills in the areas where the district has instructional needs.
 - c. Quality of performance. In determining the professional competency or efficiency of a tenured or non-tenured teacher, consideration will be given to regular and special evaluation reports prepared in accordance with the Board's regular policy on evaluation of professional staff.
 - d. If all above factors are reasonably equal, seniority will become the determining factor for retention.
4. No new teacher shall be employed before teachers on the recall list, who hold DSAPs or are certified and qualified, are reemployed, or have declined a position. No holder of a DSAP shall be employed or reappointed before teachers on the recall lists who are certified and qualified are reemployed or have declined a position.

Seniority is defined as the length of contracted employment in the district, beginning on the date the employee first reported to work and excluding any interruptions of service because of involuntary layoff or Board approved leaves of absence. Seniority among all teachers with the same starting date will be determined by the date the employee's original contract was signed. Seniority shall be prorated according to the following formula for employees who work less than full time.

$$\text{FTE} \times \text{Years of Experience} = \text{Years of Seniority}$$

For example: Years of Experience Years of Seniority
FTE

1.00	10	10.0
.75	10	7.5
.50	10	5.0

Recall Procedure

1. The name of any teacher whose services have been terminated because of the elimination of a position or a reduction in professional staff shall be placed upon a reappointment list and remain on such list for three years provided such teacher applies in writing by certified mail or email for retention of his or her name on said list on or before January 1st of each year subsequent to the teacher's termination.
2. Any teacher on the reappointment list shall receive a written offer of reappointment by certified mail or email prior to the date of reemployment. The teacher shall accept or reject the appointment in writing within one week. The Board shall issue a written contract to the teacher upon receipt of

reappointment acceptance.

3. Recall will be in descending order from the reappointment list with the staff person being most recently terminated placed at the top.
4. No new teacher shall be employed before teachers on the recall list, who are certified and qualified, are reemployed or have declined a position.
5. Separation of a teacher under the staff reduction policy shall not adversely affect accumulated sick leave, accumulated time toward sabbatical leave eligibility or placement on the salary schedule except that time of unemployment as a teacher shall not be credited for salary schedule advancement upon reappointment.

Article IX

Leaves of Absence

A. Sick Leave

1. Fifteen days of absence from work shall be allowed with full pay to all full-time teachers and prorated pay for all part-time teachers annually for sick leave as provided in C.G.S. Section 10-156 which may also be used for the care of an immediate family member. Immediate family shall be defined as parent, spouse, child, brother, or sister, and does not exclude these relationships through marriage or adoption.
2. The Superintendent shall cause a record to be kept of the absence of each teacher. For teachers hired prior to July 1, 2015, unused days of absence for sickness shall be allowed to accumulate to a total of two hundred forty-five (245) days for each teacher. For teachers hired on or after July 1, 2015, unused days of absence for sickness shall be allowed to accumulate to a total of one hundred eighty-five (185) days for each teacher.
3. Each teacher, at the request of the Superintendent, may be asked to supply a physician's certificate validating the reason for prolonged absence due to sick leave.
4. Teachers returning to work following the termination of illness or disability shall be governed by applicable state and federal law, if any.

B. Family and Medical Leave

1. A teacher who is an "eligible employee" as defined under the Federal Family and Medical Leave Act ("FMLA"), 29 U.S.C. Section 1601, et seq., shall be granted up to twelve (12) weeks of FMLA leave during a twelve month period in accordance with the Act. Any accumulated paid leave time must be exhausted first in situations where the leave being taken by the teacher is

covered by the Act, and said paid leave shall be included in (and shall not be in addition to) the aforementioned twelve (12) weeks of allowable leave. A medical certificate acceptable to the Board shall be required for FMLA leave situations involving the health of the employee or family member.

2. Teachers on leave without pay shall not be credited with the annual allotment of sick leave until return from such leave. The continuity of employment shall be preserved for purposes of seniority.
3. Teachers on FMLA leave shall have their health insurance coverage maintained during such leave on the same terms as if the teachers had continued to work; provided if the teacher fails to return to work, the teacher shall be liable for the retroactive premium payments in accordance with the FMLA.

C. Child Rearing Leave

Teachers in the Branford School System may apply for a child rearing leave because of a birth of a child, because of an adoption of a child, or because of placement of a foster child in their stewardship. The granting of a child rearing leave will be conditioned upon the following:

1. A teacher must be in the employment of the Branford Board of Education for one full year to be eligible for a child rearing leave.
2. The Board of Education must be notified of the teacher's request for a child rearing leave at least thirty days prior to the beginning of the leave whenever possible.
3. The child rearing leave will not exceed one year in duration and must be terminated on June 30th of the school year in which the leave occurs. Unless otherwise agreed to by the Board and the teacher, no teacher may return from a child rearing leave except at the beginning of a marking period. In the event a teacher requests to begin a child rearing leave in the month of April, May, or June, the Board of Education may grant an extension of the leave beyond one year in order to terminate that leave on June 30th of the succeeding school year.
4. Teachers returning from a child rearing leave will move up on the salary scale if they have taught for at least five months during the school year in which the leave commenced.
5. Teachers who are granted a child rearing leave will not be paid by the Board of Education during the time they are on leave.
6. Teachers who are granted a child rearing leave may continue their fringe benefits while on leave, but at their expense.
7. Teachers who request a child rearing leave for other than childbirth must

submit to the Board of Education a statement from the Adoption Agency or Foster Child Agency, certifying the pending adoption or placement of a foster child.

Teachers on Child Rearing Leave shall return to the position vacated or to a comparable position.

D. Death in Family

1. Five days of non-cumulative absence with pay shall be allowed full-time teachers for death in the immediate family.
2. Immediate family to be defined as to include parent, spouse, child, brother or sister and not to exclude these relationships through marriage or adoption.
3. Three days funeral leave may be used for death of grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law.
4. One day of funeral leave may be used for death of aunt or uncle.

E. Personal Days

1. Each member of the instructional staff will be allowed a maximum of two days of absence for emergency personal reasons per year, without a deduction in pay, providing that no day of absence for personal reasons occurs during a day immediately preceding or following a vacation period, a day of vacation, or any day scheduled on the school calendar as a holiday unless approved by the Superintendent of Schools and the Board of Education on a request filed prior to a regularly scheduled meeting of the Board of Education.
2. Personal days requested in conjunction with short-term leaves of absence may be approved only in cases of extreme personal hardship. Combination of short-term leave of absence and personal days shall not be used to extend vacation or holiday periods.
3. The teacher who expects to be absent for personal reasons will, whenever possible, give adequate notice to the principal and the Superintendent in order that a suitable substitute teacher may be obtained.
4. A teacher planning to be absent for personal reasons, within the provision of this policy, must file a signed special form with the Superintendent. This form may be obtained from the principal.

F. Religious Holidays

Staff members will be granted three days of absence each year for religious holidays without deduction of pay and without deduction of those days from sick leave.

G. Professional Improvement

1. For purposes of professional improvement, a teacher wishing to participate in professional activities outside of Branford must obtain approval through the principal or supervisor from the Superintendent in order to be absent without a deduction in pay.
2. Requests for absence for professional reasons should be submitted to the principal at least two weeks in advance of the date when absence is desired.
3. Approval of absence for professional reasons will not be given automatically upon request by a teacher but will be at the discretion of the Superintendent upon recommendation of a principal or supervisor.

H. Leave for Branford Education Association Activity

1. A total of five days of absence with pay shall be allowed to the Branford Education Association for allocation among members of the executive Board or other designated members of the Association to attend national or state professional meetings.
2. No deduction will be made from the sick days or personal days of individual teachers for days used for authorized Branford Education Association activity.
3. Notification of requests for leave for Branford Education Association activity will be made by the president of the Association one week in advance of the day or days in question whenever reasonable.

I. Long-Term Leaves of Absence

1. Leaves of absence of up to one year's duration may be granted without pay at the discretion of the Board of Education.
2. A teacher on leave of absence who wishes to return to teaching shall receive the first vacancy for which the teacher is eligible and has displayed the proper certification, provided that written application for return to service is made to the Superintendent at least six months prior to the date of termination of the leave of absence.
3. A leave of absence for study shall be credited as teaching experience on the salary schedule upon submission of proof to the Superintendent that the teacher has completed to the satisfaction of the Superintendent at least twenty-four graduate credits or has completed during the year of the leave of absence a plan of study previously approved by the Superintendent.

J. Short-Term Leave

1. A short-term leave of absence shall consist of a leave no longer than one month.

2. A short-term leave of absence, with or without pay, may be granted at the discretion of the Board of Education.
3. Persons shall make application for such leave, in writing, long enough in advance for the Board to meet in regular session between the date of application and date of leave.
4. All applications for short-term leave must explain the reasons for such requests.
5. Short-term leave requested immediately preceding or following a vacation period, a day of vacation, or any day scheduled on the school calendar as a holiday will be granted only in cases of extreme personal hardship.
6. In cases where the term of leave is not in excess of five days, and is of an emergency nature, the Superintendent may act for the Board.
7. All communications regarding short-term leave requests shall be treated as confidential, except as otherwise required by law.

K. Sabbatical Leave

1. Full-time certified personnel in the Branford School System may be granted sabbatical leaves for a year or half year of university study. No more than three persons will be granted sabbatical leaves in any single school year.
2. Each candidate must meet the following requirements:
 - a. Hold at least a Bachelor's degree.
 - b. Be a full-time certified person who has been employed by the Branford School System for six years preceding the proposed sabbatical year.
 - c. Submit a plan of study to be carried out at a university in the United States or abroad during the sabbatical year. In special circumstances, teachers on sabbatical leave may carry out research projects instead of attending a regular course of university study. Candidates will not be limited to work in the area of their teaching specialization. The plan of study submitted to the Board should indicate why the teacher wants to study outside the area of present specialization.
 - d. Agree to return as a teacher in the Branford School System for three years immediately following the sabbatical leave. If a teacher does not return for a full three year period following a sabbatical leave, the teacher shall reimburse the Board of Education on a prorated basis for any payments made during the period of sabbatical leave. During full

year sabbatical leave, the teacher will receive a stipend equal to two-thirds of the expected annual salary during the sabbatical year. During one-half year sabbatical leave, the teacher will receive a stipend equal to two-thirds of the expected semi-annual salary during the sabbatical period. A greater stipend may be granted for either full year or half year sabbatical leaves at the discretion of the Board of Education. Sabbatical stipends may be supplemented with other fellowship aid.

- e. Upon return from sabbatical leave, submit transcripts indicating completion of the plan of study or evidence of completion of research project.
- 3. Teachers on sabbatical leave will advance on the salary schedule as if they were continuing to teach in the Branford School System.
- 4. Qualified teachers should apply for sabbatical leave no later than February 1st of the year preceding the year for which leave is requested.
- 5. The Superintendent will present all applications to the Board together with recommendations.
- 6. The Board will decide, which, if any, applications will be approved on or before April 1st preceding the year of the sabbatical.
- 7. Approved candidates for sabbatical leave shall enter into an individual contract with the Board.

Said contract shall include the stipend to be paid during the sabbatical leave and the condition that three (3) years service will be rendered at the conclusion of the sabbatical leave.

The agreement shall also contain a repayment schedule for failure to render three (3) full years of service.

L. Statutory Leaves

All leaves of absence shall be granted when mandated by State or Federal Statute.

M. Jury Duty

- 1. A teacher who is called for jury duty shall receive the leave necessary to fulfill this obligation.
- 2. Such leave shall not be deducted from other leave privileges.
- 3. Teacher shall report to his/her teaching assignment on any day court is not in session or from which he/she is legally excused.

4. While on jury duty, a teacher shall be paid the difference between his/her professional salary and the jury fee.

N. Military Duty

1. A teacher who is conscripted or recalled to active military service shall be reinstated upon return therefrom to the same or similar position as previously occupied at a salary which shall include any advance to which he or she would have been entitled had his or her employment not been interrupted by the period of military service.
2. Military Leave for reserve duty shall be granted upon presentation of military orders. Pay during such leave shall be made at the teacher's daily rate minus either per diem pay received from the military or the substitute teacher cost, whichever is less.

O. Workers' Compensation

Whenever a teacher is absent from school as a result of personal injury caused by an accident (other than an assault covered by Section 10-236a of the Connecticut General Statutes) arising out of and in the course of his/her employment, he/she shall be paid at the rate provided for in the Workers' Compensation Act. However, a teacher who wishes to be paid his/her full salary during such time period may do so by using one-third of a day deducted from the teacher's accumulated and/or annual sick leave for each day of absence. Under no circumstances shall a teacher absent from school under this provision receive total salary greater than his/her gross regular salary less Federal and State income taxes.

If any teacher is assaulted while acting in the discharge of his or her duties or within the scope of his or her employment or under the direction of the Board or its designee, in accordance with Conn. Gen. Stat. Section 10-236a the teacher shall not forfeit any sick leave or personal leave for any absence arising out of or from such assault.

P. Modified Duty

The Board will provide modified duty whenever possible to all employees who have a reduced work capacity as a result of an occupational injury/illness in order to permit the injured employee to remain in the work environment and to affect an expedient return to his/her regular job.

1. The designated Workers' Compensation Coordinator for the Board will initiate and maintain contact with both the employee and his/her supervisor following a work related injury.
2. The employer's physician will be asked to assess the employee's ability to return to duty in either a full or modified capacity, based on a description of the employee's regular work. The physician must specify in writing the type

and duration of any restrictions.

3. The designated Workers' Compensation Coordinator will inform the department supervisor of the employee's readiness to return to work, identifying full or limited work capacity.
4. Based on the physician's determination of the employee's work capacity, the supervisor must decide if the employee's job may be modified by temporarily:
 - a. Eliminating or modifying specific tasks;
 - b. Reducing the work hours and/or days;
 - c. Reassigning the employee to a more appropriate bargaining unit position.
5. The employee will be reevaluated at the end of each restriction period and the position will be modified according to the employee's progress. Both the employee and the department supervisor will be informed of what should be expected of the employee at each stage.
6. At the end of a specified time frame, the employee will be evaluated as to the need to extend modified duty, resume full duties, be permanently reassigned to a more appropriate position or be directed to a retraining program.
7. A teacher returning to work under the Modified Duty provision will receive his/her full salary and will endorse over to the Board any temporary-partial payments from Workers' Compensation for the period of modified duty.

Article X Curriculum Studies

A. Responsibility

Curriculum studies shall be undertaken jointly by all people concerned, and shall be under the direction of the Board.

B. Compensation

Compensation may be granted to teachers participating in Curriculum Studies when:

1. Prior authorization for said project has been given by the Superintendent of Schools.
2. In order to establish a standard for determining the level of compensation for proposed curriculum studies, an hourly rate comparable to the summer school pay scale shall be applied to the total hours estimated for completion of the study. Approved studies will receive an appropriate sum in compensation based on the aforementioned calculation.

Article XI
Personnel Policies

A. Number of Teacher Preparations

Secondary school assignments will not involve more than three preparations whenever possible.

B. Collection of Funds

1. Teachers will not be required to collect or account for money brought in by children for banking, school insurance, school pictures, or similar reasons.
2. In elementary schools, the building principal shall make the necessary arrangement for lunch money to be collected. At no time shall the teacher be required to make the collection.

C. Delivery of Books and Supplies

The administration shall make every effort to order books and supplies as early as possible to insure delivery whenever feasible to schools prior to September 1st. Notification shall be given whenever possible to all concerned when the above is not feasible.

D. School Business Travel Expenses

1. Teachers traveling on authorized business shall travel by the most economical means.
2. Authorized mileage for a personal car will be the same allowance as provided by the IRS and would commence the budget year following any IRS change.
3. A request for reimbursable expenses shall be made upon a form supplied by the Board.
4. Reimbursements for expenses incurred by attendance at approved professional meetings shall be at the discretion of the Superintendent.

E. Continuity of Program Planning and Instruction

Prior to leaving any school day, every teacher shall have an academic plan for any assigned class or classes for the following day. The building administrator may review such plan or plans at any time.

F. Teacher Work Days

All teachers working less than full-time and/or participating in job/sharing, are required

to attend, for the full day or complete event, all teacher work days, professional days, parental conferences, etc., as are regular, full-time teachers.

G. Meetings

1. Teachers may be required to remain beyond the regular teacher workday for one curriculum, department, or other school-required meeting per month. Such required meetings shall be a duration not to exceed one hour beyond the required teacher workday.

**Article XII
Teacher Rights**

A. Personnel Files

Teachers shall have the right of access to their personnel files in accordance with the provisions of Section 10-151a of the Connecticut General Statutes.

B. Non-Reprisal

No reprisals shall be taken against any teacher as provided in Sections 10-153a to 10-153g of the Connecticut General Statutes.

C. Teacher Rights

Teachers shall be granted rights as set forth in Section 10-235 of the Connecticut General Statutes.

D. Protection of Teachers Rights

Teachers' rights shall be protected as set forth in Section 10-236 of the Connecticut General Statutes.

E. Student Teachers

1. Teachers shall have the right to accept or reject a student teacher or intern.
2. Any teacher requested to accept a student teacher, or an intern, shall have at least one week's notice prior to the arrival of the trainee.

F. Equal Opportunity Employer

The Board will not discriminate against any teacher on the basis of race, creed, color, sex, age, national origin, marital status, disability, gender identity or sexual orientation.

Article XIII

Association Rights

A. Use of School Facilities by the Association

1. The Board shall make available to the Association the facilities of the various schools for the purpose of conducting meetings of the Association.
2. Facilities may be utilized subject to the following conditions:
 - a. The meeting is to be conducted outside of the normal instructional day.
 - b. Request for use of facilities has been made to the building principal and approved at least two (2) days prior to the meeting date.
 - c. The meeting is held at a time when the building is normally open and custodial staff is available.

B. Labor-Management Relations

The Superintendent shall meet regularly with two (2) representatives of the Association on at least a monthly basis, after the end of the instruction day, to discuss matters of mutual concern.

C. Dues Deduction

1. Association Membership

All teachers employed by the Branford Board of Education may join the Association.

2. Deductions

The Branford Board of Education agrees to deduct from each teacher for whom a voluntary written dues deduction authorization is submitted an amount equal to the Association membership dues by means of payroll deductions. The amount of the deduction from each paycheck shall be equal to the total Association membership dues divided by the number of paychecks from and including the second 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 of Education prior to the opening of school each year.

3. Subsequent Employment

Those teachers whose employment commences after the start of the school year and who submit a voluntary written dues deduction authorization shall

pay a prorated amount equal to the percentage of the remaining school year.

4. Forwarding of Monies

The Board of Education agrees to forward to the Association, on a biweekly basis, the amount of money deducted for Association membership dues. The Board shall include with such check a list of teachers for whom such deductions were made.

5. Save Harmless

The Association agrees to indemnify and hold the Board harmless against any liability that may arise by reason of any action taken by the Board in complying with the provisions of this Section.

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

D. Questionnaires

All questionnaires to be completed by the professional staff must have prior approval of the Association president when the information provided will be supplied to noneducational sources outside of the school system.

E. Calendar

1. The Board will consult with the Association prior to adoption of the School Calendar for the succeeding academic year. Consultation shall involve planning meetings involving both the Board's and the Association's calendar committees for purpose of establishing priorities and requirements for the succeeding year's calendar; these meetings shall occur prior to the Board beginning discussion and calendar development in public session and will attempt to satisfy the requirements, interests and priorities of both entities insofar as it is possible.
2.
 - a. The salary schedules set forth in this contract are based on a school year of a specific number of days. The specific number of days for each school year is set forth in Paragraph b.
 - b.
 - (1) The work year for teachers shall consist of 185 days.
 - (2) Notwithstanding the above, the work year for teachers new to the Branford School System, or who are resuming teaching in Branford after a period of absence of at least five years, may be required to work an additional one day, for orientation, beyond that of the regular faculty. Such additional day shall not require additional compensation.

- (3) For the duration of this contract, 181 days of the scheduled work year shall be student contact days. All other days will be non-contact days. Should the Board increase the number of student days, the parties shall negotiate the impact of such days in accordance with the General Statutes as they may be amended from time to time. One non-contact day shall be for the opening of schools. There will be three non-contact days for Professional Development.
3. a. The workday, as defined by hours dedicated to direct and indirect contact with students, is seven (7) hours and fifteen (15) minutes.
- b. The workday, as defined by hours (beyond) in excess of student contact, indirect and direct, is defined by the individual professional and in most cases extends well beyond the school day.
- c. Both the Association and the Board of Education acknowledge that there are occasions and circumstances where the "Workday" can and should be extended to include full and complete discharge of professional responsibilities, and defies a simple hour/professional equation.
- d. Therefore, recognizing the need for flexibility on the part of the Board of Education, and acknowledging the overall commitment of the professional organization, it is understood that by pre-arrangement and by mutual agreement, that efforts, experiences and events requiring additional time will be established and understood at least 30 days in advance of the event and will be scheduled with the understanding that these situations will not be excessive or abusive.
- e. Should the Board or the Association view the use or response to the request to be excessive or uncooperative, the concern will be brought forward for mediation using the following process: contract grievance process.
4. The Board will offer Professional Development for a total of ten (10) hours throughout the school year, not exceeding two (2) hours per month, which will occur immediately after the end of the teacher's workday. Teachers' participation in such school Professional Development activity is mandatory. This Professional Development will be in addition to the District-wide, full-day Professional Development offerings and other voluntary Professional Development offerings. The Professional Development hours under this paragraph are separate and distinct from the meetings addressed in Article XI, Section G of this Agreement.

Article XIV

Grievance Procedure

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems that may arise in the interpretation and application of this Agreement as to certified professional teachers.

B. Definitions

1. A "grievance" shall mean a complaint by a teacher or the Board that rights under the specific language of this Agreement have been violated, or that there has been a misapplication or misinterpretation of the specific provisions of this Agreement except for a complaint as follows:
 - a. Any matter for which a specific method of review is prescribed and expressly set forth by law such as a complaint of a non-tenure teacher which arises by reason of not being reemployed pursuant to Section 10-151 of the General Statutes of the State of Connecticut, or any rule or regulation of the State Commissioner of Education; or
 - b. Any matter, which according to law, is beyond the scope of Board Authority.
2. "Teacher" shall mean any certified professional employee included in Section 10-153 and not included in the Branford Administrators Organization or any group of such employees similarly affected by a grievance.
3. "Party in interest" shall mean the person or persons making the claim, including their designated representative, 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. For purposes of this Article, "days" shall mean days when school is in session except between the close of school and the start of the next work year when days shall mean when the offices of the Board are open.

C. Informal Procedures

1. If a teacher feels that a grievance exists, the teacher may first discuss the matter with the building principal or other appropriate administrator, stating that the matter is a grievance, in an effort to resolve the problem informally.
2. If not satisfied with such disposition of the matter, the teacher shall have the right to have the Association assist in further efforts to resolve the problem informally with the principal or other appropriate administrator.

D. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at such 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) calendar days after the teacher knew, or should have known, of the act or condition 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 limit shall be deemed to be acceptance of the decision rendered at that level.
4. Failure by the administrator involved to render a decision within the specified time limits shall be considered a movement of the grievance to the next level.

E. Formal Procedures

1. Level One - School Principal
 - a. If an aggrieved teacher is not satisfied with the outcome of informal procedures, or has elected not to utilize such procedures, the claim may be presented as a written grievance to the building principal or other appropriate administrator.
 - b. The principal shall, within five (5) days after receipt of the written grievance, render a 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 the grievance at Level One, the teacher may within three (3) days after the decision, or within eight (8) days after the formal presentation, file a written grievance with the Association, which Association shall determine whether or not the grievance merits referral to the Superintendent of Schools.
 - b. The Association shall, if it deems such referral in the best interest of the Branford Public Schools, 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 five (5) days after receipt of the referral, meet with the aggrieved teacher and with representatives of the

Association for the purpose of resolving the grievance.

- d. The Superintendent shall, within three (3) days after the meeting, render a decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association.

3. Level Three - Board of Education

- a. If the aggrieved teacher is not satisfied with the disposition of the grievance at Level Two, the teacher may, within three (3) days after the decision or within six (6) days after the meeting, file the grievance again with the Association for appeal to the Board of Education.
- b. The Association shall, if it deems such referral in the best interest of the Branford Public Schools, within three (3) days after receipt, refer the appeal to the Board of Education.
- c. The Board of Education shall, within ten (10) days after receipt of the appeal, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance.
- 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.

4. Level Four - Arbitration

- a. If the aggrieved teacher is not satisfied with the disposition of the grievance at Level Three, the teacher may, within three (3) days after the decision, or within six (6) days after the meeting, file a written request with the Association to submit the grievance to arbitration.
- b. The Association may submit such grievance to arbitration if it determines the grievance is meritorious, that it arises from the language of this Agreement or an alleged breach thereof, and that submitting it to arbitration is in the best interest of the Branford Public Schools. Such submission shall be by written notice to the Board within fifteen (15) days, after receipt of the written request from the aggrieved teacher.
- c. Within five (5) days after receipt of such written notice of submission to arbitration, the Association shall request a list of arbitrators either from the American Arbitration Association (AAA) or the American Dispute Resolution Center (ADR). The parties will then be bound by the labor arbitration rules and procedures of whichever agency (AAA or ADR) is used to select an arbitrator.
- d. The arbitrator so selected shall hear the matter promptly and shall issue a decision in accordance with the rules of the AAA or the ADRC. The

arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusion on the issue submitted.

- e. The power of the arbitrator stems from this Agreement and the Arbitrator's function is to interpret and apply this Agreement and to pass upon alleged violations thereof. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall the Arbitrator have any power or authority to make any decision that requires the commission of an act prohibited by law or that is violative of the terms of this Agreement.
- f. The decision of the Arbitrator shall be submitted to the Board and the Association and, subject to law, shall be final and binding upon the Association, the Board, and the grievant, provided that the Arbitrator shall not exceed the authority granted herein.
- g. The costs for the services of the arbitrator, including expenses, shall be borne equally by the Board and the Association.

F. Rights of Teachers to Representation

The Association shall have the right to be present and to state its views at all stages of the procedure.

G. Non Reprisal

No reprisals of any kind shall be taken against any participants in the grievance procedures by reason of such participation.

**Article XV
Job Sharing**

- A. Job sharing is a voluntary arrangement between two teachers and the Board, whereby two teachers shall share the responsibilities of one full-time position.
- B. In order to participate in such a job sharing arrangement, the teachers involved must submit to the Board, for Board approval, a plan stating how such job sharing will work. Such plan must, at a minimum provide that both teachers shall work the entire first day of school. In situations where the same students will be taught by both teachers, the plan shall also provide for additional periodic overlap of schedules. The plan shall also provide for sufficient meetings between both teachers on a frequent basis, and where appropriate, the joint development of lesson plans. The Board may ask the teachers to provide additional information.
- C. Teachers on job sharing arrangements are both responsible to attend such parent conferences, teacher workdays, and professional days, etc. as a full-time teacher would be expected to attend.

- D. Each teacher shall be paid on a percentage basis based on the amount of time such teacher will normally work in comparison to a normal school day. In no event shall the combined percentage of the teachers involved exceed 100 %, notwithstanding any extra duties and responsibilities involved with job sharing.
- E. For all such job sharing arrangements initially put into effect after July 1, 1986, the Board shall for each such teacher contribute to the cost of the medical insurance benefits provided for in this contract in the same percentage as percentage salary it is paying to that teacher. The rest of the cost of such insurance will be borne by the teacher involved.

Article XVI

Sick Leave Bank

- A. Each tenured teacher shall be permitted to join this Sick Leave Bank by contributing five (5) days from his/her sick leave accumulation. Said Sick Leave Bank shall form a reserve of days that are available to aid teachers who suffer from prolonged illness or injury and whose sick leave accumulations have been exhausted. The Sick Leave Bank shall be built up to a maximum of 1,000 days. If the total sick-leave bank balance falls below 150 days, each teacher who is a member of the sick leave bank shall be required to donate two (2) days. If a teacher who is a member of the sick leave bank has no sick leave days to his/her credit, such teacher shall donate two (2) days at the beginning of the following school year.
- B. Any tenured teacher who has contributed to the Sick Leave Bank, may be permitted on written application to draw up to one hundred twenty (120) days per occurrence against the Sick Leave Bank after his/her own accumulated sick leave has been exhausted and after fifty (50) days of continuous absence and after the teacher has demonstrated a need for additional leave. The Board shall have the right to verify the need for leave through a medical assessment by a physician of the Board of Education's choice at the Board's expense.
- C. Any tenured teacher may apply for membership in the Sick Leave Bank during the first two (2) weeks of the school year.
- D. Only those tenured teachers who have contributed to the Sick Leave Bank shall be eligible to utilize the Sick Leave Bank.
- E. The following conditions shall apply:
 - 1. A person withdrawing from membership in the Bank will not be able to withdraw the contributed days.
 - 2. When a teacher who is a member of the Bank retires, the sick leave days contributed by such member shall remain in the Bank for use by other

members.

3. Persons utilizing sick leave days from the Bank will not have to replace these days except as a regular contributing member to the Bank.
4. Sick leave shall mean the leave a staff member has for that year plus his/her accumulation.
5. The Board shall provide the Association with a statement setting forth the balance of days in the Bank at the end of each fiscal year, detailing the following:
 - a. The names of teachers who contributed sick days to the Bank during the fiscal year.
 - b. The number of days utilized from the Bank by each teacher.
 - c. The total balance of sick leave days in the Bank on the last day of the fiscal year.

Upon return to active employment, a person will not be eligible for severance benefits until the start of the 4th year of employment. At such time, all sick days accumulated in the previous three years will count towards severance benefits.

Article XVII

Teacher's Contract

All teachers in the Branford Public Schools shall receive an initial contract, date and time stamped by the Central Office.

Article XVIII

The School Improvement Council

The School Improvement Council for each individual school may seek the approval of the Superintendent and the BEA to request a waiver of any contract provision. Such waiver, if accepted by the Superintendent and the BEA shall not be considered as precedent for subsequent years.

Article XIX

Duration

The provisions of this Agreement shall be effective as of July 1, 2021 and shall continue and remain in full force and effect to June 30, 2024.


Article XX
Severability

In the event that any provision or portion of the Collective Bargaining Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, such provision or portion shall be severed from the Collective Bargaining Agreement, and the balance and remainder of the Collective Bargaining Agreement shall remain in full force and effect.

**BRANFORD EDUCATION
ASSOCIATION**

By 
President

BRANFORD BOARD OF EDUCATION

By 
Hamlet Hernandez, Superintendent of Schools

ATTACHMENT A



Lumenos HSA Plan Summary

The Lumenos® HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And, you can earn rewards by taking certain steps to improve your health.

Your Lumenos HSA Plan	
Health Savings Account With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.	Contributions to Your HSA For 2021, contributions can be made to your HSA up to the following: \$3,600 individual coverage \$7,200 family coverage <small>Note: These limits apply to all combined contributions from any source.</small>
Plus - To help you stay healthy, use: Preventive Care 100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.	Preventive Care No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.
Then - Your Bridge Responsibility The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0. HSA dollars spent on covered services plus your Bridge Responsibility add up to your annual deductible responsibility. Health Account + Bridge = Deductible	Bridge Your Bridge responsibility will vary. Annual Deductible Responsibility In- and Out-of-Network Providers \$2,000 individual coverage \$4,000 family coverage
If Needed - Traditional Health Coverage Your Traditional Health Coverage begins after you have met your Bridge responsibility.	Traditional Health Coverage After your bridge, the plan pays: 100% for in-network providers 80% for out-of-network providers
Additional Protection For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.	Annual Out-of-Pocket Maximum In-Network Providers and Out-of-Network Providers \$ 5,000 individual coverage \$ 7,150 family coverage <small>Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your cost share amounts.</small>

Branford BOE 615, 651, 655



Lumenos HSA Plan Summary

Healthy Rewards

You will have access to our award-winning online health site and the following programs to help you reach your health potential:

Future Moms: Individualized obstetric support for expectant high-risk and non-high-risk mothers.

Online Wellness Toolkit: Each subscriber can complete the Well-Being Assessment and set up their Well-Being Plan.

Enroll in ConditionCare: Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure). Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.

Graduate from ConditionCare: Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

Summary of Covered Services

Preventive Care

Anthem's Lumenos HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness and death.

All preventive services received from an in-network provider are covered at 100% are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply.

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams

Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 18, or have been sexually active.

Immunizations:

Hepatitis A
Hepatitis B
Diphtheria, Tetanus, Pertussis (DtaP)
Varicella (chicken pox)
Influenza – flu shot
Pneumococcal Conjugate (pneumonia)
Human Papilloma Virus (HPV) – cervical cancer
H. Influenza type b
Polio
Measles, Mumps, Rubella (MMR)

Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

Screening Tests for coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

Immunizations:

Hepatitis A
Hepatitis B
Diphtheria, Tetanus, Pertussis (DtaP)
Varicella (chicken pox)
Influenza – flu shot
Pneumococcal Conjugate (pneumonia)
Human Papilloma Virus (HPV) – cervical cancer

If you have questions, please call toll-free 1-888-224-4896.

Branford



Lumenos HSA Plan Summary

Summary of Covered Services (Continued)

Medical Care

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount shown on Page 1 for covered services, you will have Traditional Health Coverage with the coinsurance listed on Page 1 to help pay for covered services listed below:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Durable Medical Equipment
- Emergency Hospital Services (network coinsurance applies both in-network and out-of-network)
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services

Some covered services may have limitations or other restrictions.* With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 120 days per member per calendar year.
- Home Health care services limited to 200 visits per member per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT/OT/ST and chiropractic services limited to a combined total of 50 visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in and out-of-network services.

* For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

Prescription Drugs – copay after deductible (when purchased from a network pharmacy*)

Retail (30 day supply)

\$10 Tier 1 copayment
\$25 Tier 2 copayment
\$40 Tier 3 copayment

Mail Order (90 day supply)

\$20 Tier 1 copayment
\$50 Tier 2 copayment
\$80 Tier 3 copayment

* For the out-of-network benefit, refer to the Traditional Health Coverage section.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

If you have questions, please call toll-free 1-888-224-4896.

Branford



Lumenos HSA Plan Summary

This summary is a brief outline of the benefits and coverage provided under the Lumenos plan. It is not intended to be a complete list of the benefits of the plan. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

When you redeem your Healthy Rewards dollars for a gift card, the amount of the gift card is considered taxable income to you. You should contact a tax advisor for guidance on tax issues.

Additional limitations and exclusions may apply.



In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. In New Hampshire, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc. In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc. Independent licensees of the Blue Cross and Blue Shield Association.

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If you have questions, please call toll-free 1-888-224-4896.

Branford

Language Access Services:

Get help in your language

Curious to know what all this says? We would be too. Here's the English version:

If you have any questions about this document, you have the right to get help and information in your language at no cost. To talk to an interpreter, call (855) 333-5735.

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

(TTY/TDD: 711)

(Arabic) (العربية): إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل على (855) 333-5735

Armenian (հայերեն). Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով՝ (855) 333-5735

Chinese

(中文): 如果您對本文件有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與譯員通話，請致電 (855) 333-5735

(Farsi) (فارسی): در صورتی که سؤالی پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون هیچ هزینه‌ای به زبان مادری‌تان دریافت کنید. برای گفتگو با یک مترجم شفاهی، با شماره (855) 333-5735 تماس بگیرید.

French (Français): Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (855) 333-5735.

Haitian Creole (Kreyòl Ayisyen): Si ou gen nenpòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele (855) 333-5735.

Italian (Italiano): In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero (855) 333-5735

Language Access Services:

(Japanese) (日本語):

この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。通訳と話すには、(855) 333-5735 にお電話ください。

Korean (한국어): 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면 (855) 333-5735 로 문의하십시오.

(Navajo) (Diné): D77 naaltsoos bik1'7g77 [ahgo b7na'7d7[kidgo n1 boh0n4edz3 d00 bee ah00t'i' t'11 ni nizaad k'ehj7 bee ni[hodoonih t'ladoo b33h 717n7g00. Ata' halne'7g77 [a' bich'8' hadeesdzih n7n7zingo koj8' hod77lnih (855) 333-5735.

Polish (polski): W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer (855) 333-5735.

(Punjabi) (ਪੰਜਾਬੀ): ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲ ਮੁਫਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੈ। ਇੱਕ ਦੁਬਾਸੀ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, (855) 333-5735 ਤੇ ਕਾਲ ਕਰੋ।

(Russian) (Русский): если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. (855) 333-5735.

Spanish (Español): Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (855) 333-5735.

Tagalog (Tagalog): Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang (855) 333-5735.

Vietnamese (Tiếng Việt): Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi (855) 333-5735.

It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

ATTACHMENT B

Pursuant to Article VII, Section A step movement on the salary schedule during the contract years referenced in Article XIX shall be as follows:

Step	2021-22 Experience	2022-23 Experience	2023-24 Experience
1	0-1		
2	2	0-2	0
3	3-4	3	1-3
4	5	4-5	4
5	6-7	6	5-6
6	8	7-8	7
7	9-11	9	8-9
8	12	10-12	10
9	13	13	11-13
10	14	14	14
11	15	15	15
12	16	16	16
13	17	17	17
14	18+	18+	18+

The grid set forth above reflects the following provisions regarding step movement:

2021-22: There shall be no step advancements during the 2021-22 contract year.

2022-23: Effective July 1, 2022, teachers who are not on the maximum step shall advance one step on the salary schedule. Step 1 will be removed from the schedule.

2023-24: Effective July 1, 2023, teachers who are not on the maximum step shall advance one step on the salary schedule.

Experience denotes that the individual has completed the listed number of years of teaching.

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT ("Agreement") is made by and between the Branford Board of Education (the "BOARD") and the Branford Education Association (the "ASSOCIATION"). The BOARD and the ASSOCIATION will herein be referred to collectively as the "parties."

WHEREAS, the BOARD and the ASSOCIATION are parties to a collective bargaining agreement covering the period July 1, 2021 through June 30, 2024 (the "Collective Bargaining Agreement"); and

WHEREAS, the parties agree that it is in the parties' mutual interest to change the health insurance plan to the Connecticut State Partnership Plan 2.0 ("SPP") effective July 1, 2023; and

NOW THEREFORE, the parties agree as follows:

Effective July 1, 2023, subject to the conditions set forth below, in lieu of the health benefits described in Article VI of the Collective Bargaining Agreement and its corresponding Attachment, the Board shall offer each bargaining unit member eligible for health benefits under Article VI of the Collective Bargaining Agreement the opportunity to participate in the SPP for health benefits. Dental benefits shall continue (with the same employee premium cost sharing) as currently provided in the Collective Bargaining Agreement. The health plan benefits shall be as set forth in the SPP effective on July 1, 2023, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

- a. Promptly upon ratification of this Agreement, the Board shall apply to the State to admit this bargaining unit to the SPP. Should the Board's application be accepted, these provisions related to the SPP shall be implemented. Should the Board's application be rejected and reconsideration be denied, the terms of the Collective Bargaining Agreement shall remain in effect, subject to successor contract negotiations in accordance with statute.
- b. The premium rates shall be set by the SPP.
- c. Notwithstanding the employee premium cost share percentage set forth in Article VI of the Collective Bargaining Agreement for the 2023-24 contract year (19.5%), the employee percentage share of such premium cost shall be 18.5% for the 2023-24 contract year.
- d. The SPP contains a Health Enhancement Plan ("HEP") component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event that the Partnership Plan 2.0 administrators impose a HEP non-participation or non-compliant penalty on the basis of an employee's

non-compliance with the terms of the HEP or any non-compliance on the part of any individual covered under the employee's insurance, any such penalty shall be fully paid by the non-compliant employee. The imposition of any resulting premium cost increase shall be paid by the non-complaint employee by payroll deduction and the imposition of any deductible shall be implemented through claims administration.

- e. In the event any of the following occur, the Board or the Association may reopen negotiations in accordance with Conn. Gen. Stat. § 10-153f(e) as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.
- i) If the SPP in its current form is no longer available, or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or
 - ii) If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; ~~and/or~~
- f. If negotiations are triggered under subparagraph e. above as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the High Deductible Health Plan with Health Savings Account set forth in Article VI of the Collective Bargaining Agreement and its corresponding Attachment including plan design, coverage and benefits, managed care elements, and deductible funding to be the baseline for such negotiations and the parties shall consider the following additional factors:
- Trends in health insurance plan design outside of the SPP; and
 - The costs of different plan designs.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

- g. The Board and the Association each retain their respective rights under Article VI, Section A.2 of the Collective Bargaining Agreement, and this Agreement shall not be construed to waive and/or limit such rights. For the purposes of Article VI, Section A.2 of the Collective Bargaining Agreement, the parties agree that the High Deductible Health Plan with Health Savings Account set forth in Article VI of the Collective Bargaining Agreement and its corresponding Attachment, including plan design, coverage and benefits, managed care elements, and deductible funding, shall be the baseline plan.
- h. Effective July 1, 2023, the Board shall provide, through its section 125 plan, a healthcare Flexible Spending Arrangement ("FSA") and a dependent care FSA for bargaining unit members.

The terms of this MEMORANDUM OF AGREEMENT are recognized as a joint agreement by the Board and the Association, and the terms thereof shall not be subject to any grievance, administrative, judicial, or other challenge except where necessary to enforce the specific terms of this MEMORANDUM OF AGREEMENT.

BRANFORD BOARD
OF EDUCATION

By: [Signature]

Date: 4/3/2023

BRANFORD EDUCATION
ASSOCIATION

By: [Signature]

Date: 4/3/2023