

Collective Bargaining Agreement

of the

Madison Board of Education

and the

Madison Education Association

July 1, 2019 - June 30, 2022

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AGREEMENT

between the

MADISON BOARD OF EDUCATION

and the

MADISON EDUCATION ASSOCIATION

This Agreement is made and entered into by and between the MADISON BOARD OF EDUCATION (hereinafter referred to as the "Board") and the MADISON EDUCATION ASSOCIATION (hereinafter referred to as the "Association"), affiliated with the Connecticut Education Association and the National Education Association.

WHEREAS, the Board has a statutory obligation pursuant to the Connecticut General Statutes to negotiate with the Association as the exclusive representative of its teaching and special service personnel with respect to salaries and other conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1

PREAMBLE

- A. This Agreement is negotiated under Sections 10-153a through 10-153g of the General Statutes of the State of Connecticut, as amended, in order to fix for its term the salaries and all other conditions of employment provided herein.
- B. During the term of this Agreement the Board and the Association, each unqualifiedly waives the right to bargain collectively with respect to any matter covered in this Agreement and with respect to any matter not referred to or covered in this Agreement, even though such matter may not have been within the knowledge or contemplation of either party at the time of negotiation or execution of this Agreement.

ARTICLE 2

RECOGNITION

- A. The Board recognizes the Madison Education Association as the exclusive representative, for the purpose of negotiations, pursuant to Sections 10-153b through 10-153f of the Connecticut General Statutes, as amended, of all those certified professional employees of the Board of Education in positions requiring a teaching certificate or Durational

Shortage Area Permit and who are not included in the administrators' unit or excluded from the purview of Sections 10-153a through 10-153g of the Connecticut General Statutes.

- B. During the term of this Agreement, the Board will not negotiate with any individual or organization of teachers, other than the Madison Education Association as long as said Association retains organizational recognition status.

ARTICLE 3

BOARD OF EDUCATION RESPONSIBILITIES

This Agreement recognizes the responsibilities of the Madison Board of Education as prescribed by the Connecticut General Statutes, Sections 10-220 and 10-221.

Subject to the provisions of this Agreement, the Board and the Superintendent reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the Madison Public Schools and its professional staff under governing law, ordinances, rules and regulations - Municipal, State and Federal.

ARTICLE 4

GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the salaries or working conditions of teachers. Both parties agree that proceedings shall be kept as confidential as is appropriate.

B. Definitions

1. "*Grievance*" shall mean a claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or of claims of failure to follow established procedures of the evaluation program, consistent with P.A. 04-137.
2. "*Grievant*" shall mean any member of the bargaining unit, or a group of bargaining unit members similarly affected by a grievance, seeking recourse under the terms of this Article.
3. "*Day*" shall mean days when school is in session, except between May 1 and September 30 when "days" shall mean Monday through Friday (excluding legal

holidays), so that grievances may be resolved before the end of the school term or as soon as possible thereafter.

4. *"Board of Education"* shall mean the Board of Education or a designated committee of the Board of Education.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement.
2. If a grievance is not filed in writing within twenty (20) days after the grievant knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
3. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
4. Failure by any administrator or the Board of Education to render a decision within the specified time limits shall be deemed to be a denial of the grievance, and the grievance shall proceed to the next level.

D. Procedure

1. Level One - School Principal

- (a) If a teacher feels that he/she may have a grievance, he/she may first discuss the matter with his/her principal or other appropriate administrator in an effort to resolve the problem informally.
- (b) Any teacher attending a meeting in which a grievance is discussed shall have the right to representation as described under Section E. of this Article.
- (c) If the teacher is not satisfied with the disposition of the matter, he/she shall reduce the grievance to writing and submit it to the principal. The principal shall, within two (2) days of the receipt of the grievance in writing, give a written answer, with a copy to the Association.

2. Level Two - Superintendent of Schools

- (a) If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may, within three (3) days after the decision, file a written grievance with the Superintendent of Schools.
- (b) The Superintendent shall, within five (5) days after receipt of the referral, meet with the grievant and with representatives of the Association for the purpose of resolving the grievance. Either the Board or the Association may, at their own option, keep a full and accurate record of the hearing.
- (c) The Superintendent shall, within three (3) days after the hearing, render his/her decision and the reasons therefor in writing to the grievant, with a copy to the Association.

3. Level Three - Board of Education

- (a) If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within seven (7) days after the decision, submit the grievance to the Board of Education. Either the Board or the Association may, at their own option, keep a full and accurate record of the hearing.
- (b) The Board of Education shall, within twenty (20) days after receipt of the grievance, meet with the grievant and with representatives of the Association for the purposes of resolving the grievance.
- (c) The Board shall, within three (3) days after such meeting, render its decision and the reasons therefor in writing to the grievant, with a copy to the Association.

4. Level Four - Arbitration

- (a) If the grievant is not satisfied with the disposition of his/her grievance at Level Three, he/she may, within three (3) days after the decision, request in writing to the President of the Association that his/her grievance be submitted to arbitration.
- (b) The Association may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing, and by filing a demand for arbitration under the Voluntary Labor Arbitration Rules of the AAA which shall act as the administrator of the proceedings.

- (c) The arbitrator shall have no authority to add to, subtract from, or in any way modify the terms of this Agreement. The decision of the arbitrator shall be final and binding.
- (d) The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

E. Rights of Teachers to Representation

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.
2. Any grievant may be represented at Levels One, Two and Three of the grievance procedure by himself/herself or a representative of the Association. Should the grievant choose a representative other than the Association, he or she shall immediately notify the Association, which shall have the right to be present and to state its views at all stages of the procedure.
3. Only the Association or the Board may submit a grievance to arbitration.
4. The Association may, if it so desires, call upon the professional services of the Connecticut Education Association for consultation and assistance at any stage of the procedure.

F. Miscellaneous

1. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
2. Forms for filing and processing grievances and other necessary documents, shall be prepared by the Association and the Superintendent and made available through the Association so as to facilitate operation of the grievance procedure.
3. If the grievance occurs as the result of an action of other than the teacher's immediate superior or affects a group or class of teachers, the grievance may be processed immediately at the level at which it occurs.
4. Disputes not covered by the provisions of this Agreement shall only be considered at Level Three of the Grievance Procedure. In such cases the decision of the Madison Board of Education shall be final and binding.
5. The Superintendent and/or the Board shall have the right to file a grievance in writing with the Madison Education Association and such grievance shall thereafter be processed in accordance with Level Two and the following steps of the Grievance Procedure. In the event a grievance filed by the Superintendent

and/or the Board is submitted to arbitration, the cost for the services of the arbitrator shall be borne equally by the Board and the Association.

ARTICLE 5

TEACHERS' ANNUAL SALARY STATEMENT

The Board hereby agrees to issue an annual salary statement which shall include the following information:

- A. Name of the teacher
- B. Applicable school year
- C. Annual salary
- D. Pay option; 10-month or 12-month payment
- E. EPED position(s), if any, and salary for such position(s).

Commencement of pay check issuance for items A. through D., above, shall begin no later than Friday of the second week of the teacher's work year. Subsequent to the initial payment of the paychecks for items A. through D., above, checks shall be issued no less frequently than biweekly. The last payment or payments (10-month, 12-month option) shall be issued on or before the teacher's last work day. Subsequent to the initial payment, checks shall be issued no more frequently than bi-weekly, even though a school vacation week may include a regularly scheduled pay day. In the event the Central Business Office is closed on a regularly scheduled pay day, the check will be issued the day before. Checks will also be issued on the last day of the school year.

ARTICLE 6

PAY CHECK DEDUCTIONS

Beyond those pay check deductions mandated by Federal and State requirements, the Board agrees to make the following voluntary deductions as the teacher elects in writing:

- A. Retirement Deductions
 - 1. Additional voluntary retirement deductions.
 - 2. Purchase of military and other buy-back retirement options.
- B. Health and Life Insurance

Voluntary contributions elected by the employee, to be deducted upon the employee's request.

C. Tax-Sheltered Annuities

The Board agrees to deduct and administer payments to a reasonable selection of annuity companies.

1. Each company for which deductions were made on November 1, 1979, so long as at least one teacher continues to contribute actively to such company. Effective July 1, 2013, the list of companies will be updated to reflect January 1, 2008 revision pursuant to the IRS Regulations for 403(b) plans.
2. Those companies that may be added when three or more teachers express an interest in said company.
3. In no case shall the Board be obligated to withhold tax-sheltered annuities for more than twenty (20) vendors. New vendors added to the tax shelter annuity list must meet IRS compliance requirements.

D. Payroll Savings

The Board shall deduct payroll savings for any teacher that elects such in an amount determined by that teacher at the following institutions:

1. Seasons Federal Credit Union
2. United Shoreline Federal Credit Union

E. IRS 457 Plan

The Board will offer employees the ability to participate in the State of Connecticut 457 Plan with employees making voluntary contributions to such plan consistent with legal requirements, provided there shall be no cost to the Board of Education in the set-up, administration, and/or any other component or requirement related to the plan.

ARTICLE 7

DUES DEDUCTION

A. Members

All teachers who elect to join the Association shall sign and deliver to the Association, if they have not already done so, an authorization for the payroll deduction of membership dues of the MEA, the CEA and the NEA. Said authorization shall continue in effect from

year to year unless such teacher shall notify the Board of Education and the Association in writing in the month of August of any year.

B. New Hires

The Board shall notify the Association in writing of all new hires within seven (7) calendar days of hire. Those teachers commencing employment after the date of execution of this contract may, within thirty (30) days of such commencement, sign and deliver to the Board of Education an authorization card as described in paragraph A. of this Article.

C. Forwarding of Monies

The Board agrees to forward to the Madison Education Association each month all monies deducted the preceding month for local dues. The Board further agrees to send each month all monies deducted during the preceding month for CEA and NEA dues to the Connecticut Education Association, 21 Oak Street, Hartford, CT 06106.

D. Lists

No later than the first paycheck in October of each school year, the Board shall provide the Association with a list of all members of the teacher's unit. The Board shall notify the Association monthly of any changes in said list.

E. Indemnification

1. The Association shall indemnify and hold the Board of Education and its members, agents, officers and employees harmless from all claims, demands, costs, liabilities, judgments and expenses, including attorneys' fees arising out of the Board's compliance with this Article. Should the Board of Education require the services of an attorney in connection with such claims, etc. as set forth above, the attorney who will represent the Board will be selected by the Board and compensated by the Association.
2. The Board of Education shall give the Association written notice of all claims against it under this Article, within a reasonable time after the Board or its agents receive formal notice of such claims. The Board of Education shall cooperate fully with the Association under this provision, and the investigation, settlement or defense of claims made against the Board under this Article. For purposes of this paragraph, the "Association" shall mean the MEA, the CEA, and the NEA, or any one of them.

ARTICLE 8

STAFF SALARIES

A. The salaries of all teachers covered by this Agreement are set forth in Appendices A-1, A-2 and A-3 which are attached hereto and made a part of this Agreement.

B. Teachers who are in dual certification through an individual plan as approved by the Superintendent in a shortage area as determined annually by the Connecticut State Department of Education and/or the Board shall be paid \$1,000 annually for the life of the dual certification. This annual stipend applies only to a dual certification first earned and issued on or after September 1, 2008.

ARTICLE 9

EXTRA PAY FOR EXTRA DUTY

Extra duty for which extra compensation shall be paid and the amounts of such compensation are set forth in Appendix B which is attached hereto and made a part of this Agreement.

Abolishment of existing positions and establishment of new positions are deemed administrative matters. Upon the establishment of a new extra pay for extra duty (EPED) position or upon significant changes in duties for an existing EPED position during the term of the current agreement between the Madison Education Association and the Madison Board of Education, the Superintendent and the Madison Education Association shall agree on the schedule of the new or changed position for the remainder of the current agreement consistent with existing positions. Every reasonable attempt shall be made by both parties to reach agreement on the schedule for the new or changed position within the range of the new existing schedule within thirty (30) days of the establishment of the new position or of the changes to an existing position.

For this purpose, examples of the term "significant changes in duties for an existing position" shall include but not be limited to the following: changes in an interscholastic athletic schedule which results in the permanent increase or decrease in the number of events; additions or deletions in the number of assistant coaches reporting to a head coach; changes in the duties of a coordinator due to an increase or decrease in the number of grade and/or course levels.

The Superintendent will make assignments of personnel to positions set forth in Appendix B, and provide notice of said appointment by June 30th of the year prior. Assignments to all EPED positions shall be annual.

Performance in extra-duty assignments will annually be evaluated by the building principals. Coaching assignments supervised by the athletic director will annually be evaluated in conjunction with building principals by the athletic director and the building principal at both the high school and middle school levels. Recommendations for no increment will be submitted

to the Superintendent by the building principal, and the athletic director where applicable. These recommendations will be considered by the Superintendent prior to making assignments for coaching or non-coaching positions. Final action by the Superintendent is subject only to Board approval.

Further, the Board will amend Appendix B, Extra Pay for Extra Duty Roster to accurately reflect current list of EPED positions and compensation.

ARTICLE 10

DEGREE DEFINITIONS

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

- A. *Bachelor* - A baccalaureate degree earned at an accredited college or university.
- B. *Master* - A Master's degree earned at an accredited college or university; or the completion of thirty (30) graduate credits beyond the baccalaureate degree in a program approved by an accredited college or university. For teachers hired on or after July 1, 2002, a teacher must have a Master's degree to be placed on the Master's lane. In addition, a teacher may be placed on the Master's lane if he/she has obtained thirty credits, provided he/she obtains the Master's degree within two years after having been placed on the Master's lane; and providing further that if the teacher fails to obtain the Master's degree within said two year period, he/she shall be returned to the BA plus fifteen lane until the Master's degree is obtained. In addition, if a teacher is in a Master's program which requires forty-five or sixty credits, then the teacher may be placed on the MA plus fifteen or six year lane, respectively, once the teacher has received the Master's degree which required the forty-five or sixty credits.
- C. *Sixth Year* - A second Master's degree in a discipline other than the discipline in which the initial Master's degree was attained; the completion of thirty (30) credits beyond the Master's degree in a planned program approved by an accredited college or university; a "Sixth Year Certificate" from an accredited college or university; or a Master's degree of 60 credits or more when required for the degree.
- D. *Doctorate Degree* - Ph.D. or Ed.D. in a program from an accredited college or university.
- E. *Interim Steps* - BA plus 15, MA plus 15 shall be 15 credits in addition to the stated degree.
- F. Wherever a planned program is not available in a particular discipline, or when exceptional opportunities outside of the planned program become available, recognition can be given to a special course or program in meeting the above stated definitions.

- G. Credit on the salary schedule for any graduate study beyond the baccalaureate level undertaken while employed in Madison must be approved by the Superintendent of Schools in advance. Approval will be contingent on courses relevant to the individual's particular assignment or shall have prior approval of the Superintendent. The Superintendent's approval shall not be unreasonably withheld.
- H. Staff members desiring recognition on the salary schedule for completion of approved graduate study must submit proof of any courses for which recognition is desired by September 15.
- I. Credits beyond the Bachelor degree, taken to obtain an initial teaching certification, shall not qualify as credits beyond the Bachelor for purposes of lane placement, except for University of Connecticut Integrated Bachelor's/Master's Program.

ARTICLE 11

PLACEMENT ON THE SALARY SCHEDULE

All teachers shall be placed on the appropriate step in the salary schedule taking into consideration the following:

- A. Degree status
- B. Teaching experience
- C. Military service experience
- D. Job Experience
- E. Service experience, i.e., Peace Corps, Vista, etc.
- F. In shortage areas as determined annually by the Connecticut State Department of Education, the Superintendent may grant a newly hired teacher up to three (3) additional steps on the salary schedule. The Superintendent shall notify the Association President each time this provision is applied for newly hired teachers.

Placement on a particular step will be made by the Superintendent of Schools and such placement will take into consideration the relevancy of experience in any of the above areas to the teaching of students in the Madison Public Schools.

Incoming faculty shall be apprised of these stipulations which shall be an inherent factor in their initial salary agreements and which shall not be subject to appeal.

ARTICLE 12

INSURANCE BENEFITS

The Board shall pay the cost of the following insurance coverages or their equivalent. For this purpose, the term equivalent means substantially similar in overall coverage and benefits when the old and new plans are compared, notwithstanding that there may be differences and disparities in particular individual coverages and benefit levels. The Association will be

consulted regarding any proposed insurance carrier change. Any dispute regarding "equivalency" shall be resolved through the grievance procedure at the arbitration level, prior to the implementation of any such change.

Eligibility: All .5 F.T.E. (18 hours per week) or greater bargaining unit members as set forth in Article 2A.

The primary insurance shall be a high deductible health plan with health savings account (HDHP/HSA) with the following provisions:

- \$2,000/\$4,000 deductible
- 0% co-insurance-in-network; 80/20 out-of-network after deductible
- RX after deductible at \$0/\$25/\$40; max at \$1,000 individual/\$2,000 family
- Co-Insurance max in-network \$1,000/\$2,000 after deductible
- Co-Insurance max out-of-network \$2,000/\$4,000 after deductible
- Max combined OOP \$5,000/\$10,000
- Board to pay 50% of deductible into HSA; funded:
 - 50% of Board contribution on first school year payroll; and 50% in second pay period in January.
- Employees enrolled in HDHP but not HSA eligible to participate in the HSA (for example due to Medicare enrollment or those receiving medical services under or through the VA), may continue in the HDHP without any Board contribution into the HSA. However, the HDHP premium cost share shall be reduced by the dollar value of what the Board would otherwise have contributed into the HSA, but not to exceed the dollar value of the premium cost share. In the alternative, such employee may participate in a Health Reimbursement Account.

The comprehensive medical and prescription drug high deductible benefits will serve as the plans for both the HSA and HRA savings accounts. The HRA plan shall be funded by the Board in the same amounts as the HSA plan, to the extent allowed by law. Unspent HRA funds shall be permitted to roll over to the next plan year, reducing or eliminating the enrollee's share of the HDHP Plan deductible in subsequent years. There shall be no limit on total accumulations to HRA plan participants. The Board's HRAs will not pay interest to participants as required under the HSA plan. All accumulated and current year HRA contributions cease upon the employee's death or separation from employment with the Board.

Except for life and disability insurance, any bargaining unit member who elects HDHP/HSA insurance coverage pursuant to this article, shall pay that portion of the insurance premium cost or the insurance premium equivalent rate for the term of this agreement as follows:

Effective July 1, 2019:	21%
Effective July 1, 2020:	22%
Effective July 1, 2021:	23%

The insurance premium equivalent rate will be representative of the allocation rate. The rate will include components for claim adjudication administration expenses and reinsurance premium for the actual stop loss limit

Each year the MEA will receive renewal factors and experience used in the calculation of the allocation rates by June 1 of each year. In addition, the MEA may receive upon request the plan year reconciliation by August 15.

A. Effective July 1, 2019, bargaining unit members may enroll in or choose to continue in the Town of Madison/Board of Education Co-Pay Plan, currently in effect for other Town units, with the following modifications, on a buy up basis:

Pediatric Schedule	one every year (ages 6-14)
Adult Exams	one every 5 years to age 30 one every 3 years to age 50
Infusion Therapy	plus rollover
Chronic Care	plus rollover
Hospice	90 days
Ambulance	\$500/\$3,500 with rollover
Prescription	Public Sector Three Tier Managed Prescription Drug Formulary Plan with \$10 generic, \$25 list brand, and \$40 non list brand co-pays, \$1,800 maximum on retail, 1.5x co-pay with no limit only on mail order maintenance drugs; and 2x co-pay with no limit on mail order maintenance drugs.
Skilled Nursing	with rollover
Physician Directed ER	yes
Medical Necessity	resolved by rewriting the exclusion from services language so that those disputed benefits other than palliative maintenance care will be covered.
Maximum Amount Allowed	at 90th Percentile, if Anthem, otherwise 80th percentile of UCR
Maxillofacial	okay if other than cosmetic
Payable Day	applies in network only
Ex-Spouse	no coverage after 36 months
Orthotics	no
Acupuncture	by MD okay
Major Med/Dental	delete the 3 procedures and Rider C goes to \$1,000, or do dental as out of network
Case Management/ Nervous Mental	12 visits before UR
Home & Office/Walk-In	\$30 co-pay
Inpatient Hospitalization	\$300 copay per admission (waived if readmitted within 30 days for the same diagnosis).
Outpatient Surgery	\$175 co-pay.
Emergency Room	\$150 co-pay per visit (waived if admitted).

Urgent Care	\$75 co-pay
High Cost Diagnostic Imaging	\$75 co-pay, \$375 max.
Out of Network Deductible	\$400/\$800/\$1,000; \$1,200/\$2,400/\$3,000 out of pocket maximum.

Co-Pay plan “buy up” – Employee pays the difference between the full cost of the co-pay plan (including RX) and the dollar amount the Board would pay for that employee for the HDHP (equals the HDHP premium minus the teacher premium cost share, plus Board HSA contribution).

Teachers shall have the option of covering dependent children under the offered health insurance plans until age twenty six (26).

B. Blue Cross Full Service Plan for dental care for each teacher.

Blue Cross Individual Dental Rider A and C.

Teachers shall have the option of covering dependent children under the offered dental plans until age twenty six (26).

C. Premium cost share for dental insurance shall be:

Effective July 1, 2019:	21%
Effective July 1, 2020:	22%
Effective July 1, 2021:	23%

D. Life Insurance - \$50,000 policy for each teacher. The teacher may at his/her own cost purchase life insurance in excess of \$50,000 provided the insurance is available at the group rate, and provided further that the purchase of said excess insurance shall not impose any additional cost or expense upon the Board.

E. Disability insurance with premium contribution by the Board, for coverage after ninety (90) days and the specified cost of living adjustment.

F. Election to participate, or to discontinue participation, in any insurance benefits for which the employee is required to pay any portion of the premium may be made only during publicized enrollment periods, which shall occur at least annually and which shall be at least one month in duration. Accordingly, any employee electing to participate in any such plan must continue to pay the required portion of the premium until the next enrollment period; and any employee failing to elect participation may not participate until the next enrollment period.

Teachers retired under the plans offered by the Connecticut State Retirement System may participate in the prevailing Board/teachers insurance plans including spouse coverage, for the duration of retirement at the teacher's expense providing the Board/teachers insurance allow such participation. This paragraph shall be applied consistent with the requirement of Connecticut General Statutes §10-183t.

Notwithstanding the above, teachers with alternative insurance coverage elsewhere may elect to waive, in writing, all health and dental insurance (but not life or disability) coverages provided for under this Article 12, and in lieu thereof, may receive an annual payment of \$700 (individual coverage); \$900 (individual plus one); or \$1,200 (family). Payments to those employees waiving such coverage shall be made in equal payments during the months of February and June. Notice of intention to waive insurance coverage must be sent to the Superintendent or his/her designee not less than thirty (30) calendar days prior to the publicized enrollment period cut-off date; and may be subject to any regulations or restrictions which may be prescribed by the appropriate insurance carriers. Any teacher may elect to resume Board provided insurance coverage effective the next enrollment period, upon written notice to the Board of Education, and subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate carriers, provided, however, that a teacher may in extraordinary circumstances, re-enter the medical plan during the year upon review of the Superintendent. Any payment received by the teacher in lieu of coverage will be discontinued and/or repaid to the Board. Extraordinary circumstances are those such as divorce or death which result in loss of the alternative insurance coverage because of which the teacher discontinued coverage with the Board; but shall not include illness or injury. This waiver option is not available to retired teachers.

The Board reserves the right to change insurance carriers and/or to self-insure at anytime.

The Association shall participate in a committee to review methods by which to effect savings in the cost of insurances, should the Board create such a committee, provided that 1) the composition of such committee shall be mutually agreed upon, 2) participation on the committee shall not be viewed as negotiations, and 3) any position or opinion expressed by Association representatives on the committee shall not prevent the Association from exercising its rights under Article 12.

To facilitate the insurance premium co-pay, dependent care, unreimbursed medical expenses, and insurance waiver referred to in Article 12, the board shall adopt a cafeteria plan/salary reduction agreement under Section 125 of the Internal Revenue Code of 1986, as amended (the "Section 125 Plan"), as in effect as of the date set forth below.

G. If the cost of the group health plan or plans offered under this Agreement triggers an excise tax (the "Cadillac Tax") under the Internal Revenue Code or any other related local, state or federal statute or regulation, the parties agree to re-open Article 12 for negotiations per Connecticut General Statute § 10-153f(e) for the purpose of addressing the impact of said tax upon the parties. No other provision of the collective bargaining agreement shall be reopened during said mid-term negotiations.

ARTICLE 13

SEVERANCE PAY

A teacher who retires from his or her employment in Madison shall be entitled to 1/190th of his/her salary for each day of sick leave accumulated up to 100 days, while in the Madison Public School System, provided he/she meets either of the following criteria:

- A. He/she has 25 years or more of service (at least 10 of which shall be in Madison); and the teacher begins collecting retirement benefits within twelve (12) months of the date on which he/she retires, under any plan offered by the Connecticut State Teachers' Retirement System; or
- B. If the teacher retires under any plan offered by the Connecticut State Teachers' Retirement System, with service of less than 25 years, the following formula shall apply:

<u>Years of Service</u>	<u>Maximum of Sick Days Applicable Towards Severance Benefit</u>
10 (all in Madison)	50% (max. of 50 days)
15 (10 of which shall be in Madison)	75% (max. of 75 days)
20 (10 of which shall be in Madison)	85% (max. of 85 days)

The severance benefits set forth in this Article 13 shall not be applicable to any teacher commencing employment with the Madison Board of Education on or after July 1, 1993.

The severance payout set forth in this Article 13 shall be payable to the teacher and/or his/her estate in five (5) equal annual installments, each installment of which shall equal 20% of the total severance payout.

The severance payment set forth in this Article 13 shall be based upon the 1995-96 daily rate of pay for the lane and step upon which the teacher is located at the time of his or her retirement, regardless of the year in which the payment is made; except if the teacher retires in either the 1993-94 or 1994-95 year then his/her daily rate of pay is that for the year in which they retire.

ARTICLE 14

SUPPLEMENTAL WORKERS' COMPENSATION BENEFITS

Whenever a teacher is absent from school as a result of an injury or assault arising out of and in the course of his/her employment and for which workers' compensation benefits for temporary disability are due and payable, he/she shall be paid his/her full salary for the period of such absence less the amount of the workers' compensation for said period. Such absence will

not be charged to his/her annual or accumulated sick leave.

ARTICLE 15

PROTECTION OF TEACHERS

The Board recognizes its obligations under applicable provisions of Connecticut state law with respect to indemnification of teachers in damage suits and expenses of litigation, and with respect to indemnification of teachers assaulted in the line of duty.

ARTICLE 16

CLASS SIZE

The Board recognizes the relatedness of goals for instruction, teaching techniques, staff utilization, class size and meaningful student learning. Accordingly, the Board establishes the following guidelines for implementing a policy on class size which takes into account the various factors related to meaningful student learning.

Limits - Class Size

	<u>Lower Range</u>	<u>Upper Range</u>
A. Kindergarten *, Transition, Grades one and two	18-21 students	26-29 students
B. Grades three through six	20-23 students	29-32 students

Limits - Number of Students

	<u>Lower Range</u>	<u>Upper Range</u>
A. Grades seven and eight	100-115 students	145-160 students
B. Grades nine through twelve	50-65 students	145-160 students

These guidelines shall not be construed as a constraint to larger groupings for lectures and assemblies, team-teaching programs, split-grade classes, specialized classes (physical education, music, art, etc.), experimental programs or other bona fide educational purposes. Furthermore, these guidelines should not act to prohibit changes below the lower range or above the upper range in instances occasioned by such problems as a temporary shortage of classrooms, temporary shortage in staff or the need for special programs.

* Pre-K class size ranges shall be the same as Kindergarten, provided the Board adopts this as policy. Negotiating Committee agrees to recommend same.

ARTICLE 17

EMPLOYMENT YEAR

The scheduled employment year of teachers covered by the classroom teachers' salary schedule (other than new personnel who may be required to attend pre-school orientation sessions) shall be 188 days of employment. 183 days may be used for instructional purposes. Teachers shall be required to be in attendance on all of the work days set forth above, unless excused as provided elsewhere in this Agreement. Teachers requested to work other than the scheduled employment year shall be compensated in accordance with rates otherwise herein contained or negotiated between the Association and Board of Education.

The Association shall be provided with thirty (30) minutes on the agenda for orientation for new teachers to discuss Association business. During this time, the Association may set up a display table, distribute materials, and engage in organizational activities with the new personnel. The Board reserves the right to designate the agenda for orientation.

ARTICLE 18

SCHOOL YEAR CALENDAR

The school year calendar shall be established by the Board after consultation with the Association. Once the calendar is established, the Association shall be consulted if further changes are necessary.

A statement of the first work day for the subsequent school year shall be distributed to each teacher with his/her annual salary statement as well as a school calendar when available. In the event of a change in the first work day, each teacher shall be notified over the summer.

ARTICLE 19

WORK DAY

The normal work day shall be seven hours and fifteen minutes. The building principal shall establish the time the professional staff shall be required to report before the start of the student school hours. Professional staff members may leave the building at the close of the regular work day provided there is not a scheduled duty assignment, parent and/or student conference or a scheduled faculty meeting or discussion with the principal or department coordinator. Notwithstanding the foregoing, early dismissal days shall be scheduled for sufficient duration to satisfy State requirements for minimal minutes of instructional time.

At Hand High School, evening conferences/back to school nights shall not exceed four (4) events per school year.

Effective July 1, 2002, ten (10) minutes of instructional time at the middle school program level shall be added within the existing seven-hour work day.

The fifteen minutes added to the work day effective July 1, 2005, and referenced in paragraph one, above, shall be used for instructional or student contact purposes.

ARTICLE 20

TEACHING PERIODS

In the interest of effective teaching, care will be taken that the secondary and intermediate teachers are not normally assigned to more than five (5) classes daily.

Teachers in grades 6-12 shall not generally be assigned classes requiring more than three (3) preparations.

The extra class responsibilities are regarded as a part of the teacher's assignments and will be considered in determining total load.

The following provisions shall apply for a trimester class schedule at Hand High School:

1. No teacher shall be required to teach more than the equivalent of four (4) teaching periods per day in any given trimester.
2. No teacher shall be required to teach a period of more than sixty (60) minutes duration, except that a teacher may be required to teach one period of seventy (70) minutes duration per day.
3. No teacher shall be required to teach more than ten (10) sections in a given year, except as provided in Paragraph 4 below.
4. It is not the intention of the Board to assign teachers to an additional class in lieu of hiring additional teachers. However, the Board and the Association recognize the Board's need to maintain flexibility in scheduling.
 - a. Teachers may volunteer to teach an additional section annually. Department Coordinators may volunteer to teach an additional section annually subject to the approval of the Building Principal.
 - b. Absent sufficient volunteers, the Board shall seek to hire qualified retired teachers to fill remaining sections.
 - c. Should the need for further sections exist, the Board shall assign teachers (including Department Coordinators) to an additional section at the high school subject to the provisions outlined in this Article.
 - d. The Board's right to assign teachers to an additional section shall be limited to 40 sections per school year.

- e. No single department shall exceed 0.5 FTE's of assigned additional sections in consecutive years.
 - f. A teacher will not be assigned to an additional section in consecutive years.
 - g. In the trimester in which a teacher volunteers for or is assigned to an additional section, the teacher will have no additional course preparations beyond what is currently provided for in Article 20.
 - h. In the trimester in which a teacher teaches an additional section, the teacher shall have no duty period as set forth in Article 22. The duty shall be reassigned pursuant to the current rotation practice.
 - i. In the trimester in which a teacher volunteers for or is assigned to an additional section, the teacher shall be compensated \$3,750.
5. No teacher shall be required to serve as a senior project advisor or as an independent study advisor.

ARTICLE 21

PREPARATION PERIODS AND DUTY-FREE LUNCH PERIOD

- A. All elementary classroom and special teachers shall have in addition to their lunch period, at least one 30 minute preparation period per day and one forty (40) minute preparation period three times per week. The three times per week forty minute preparation period is to be taken from the current daily forty (40) minute administrative period. Intermediate school teachers shall have two forty (40) minute preparation periods per day during the Related Arts periods.
- B. All secondary classroom teachers shall have in addition to their lunch period, at least one preparation period per day. With a trimester class schedule at Hand High School, each teacher shall be assigned at least one (1) period per day, at least sixty (60) minutes in length, for the purpose of planning and preparation.
- C. Any teacher who must forfeit his/her preparation period involuntarily to substitute for an absent teacher shall be compensated for the loss of that preparation period at the rate of \$20.00 per forty (40) minute teaching period, \$30 per sixty (60) minute teaching period.
- D. All teachers shall have an uninterrupted duty-free lunch period of at least the same duration as that of the students. It is understood that the teachers are free to leave the school during their lunch period provided they have notified the principal's office of their intent to leave the building.

ARTICLE 22

CAFETERIA DUTY/MONITORIAL DUTIES

Although the Board views the lunch period as an integral part of the instructional program, it realizes the additional tensions assumed by staff members in supervising this activity could at times be detrimental to other portions of the instructional program. Therefore, all elementary school teachers shall be exempted from such duty. This exemption does not apply to intermediate school teachers.

The following provisions shall apply for a trimester class schedule at Hand High School.

1. In the trimester in which a teacher is teaching four classes, he/she will have a thirty (30) minute supervisory assignment.
2. In the trimesters in which a teacher teaches three (3) classes, he/she will be assigned a sixty (60) minute period (or one seventy (70) minute period in a six (6) day rotation) for monitorial duties. In addition he/she will be assigned a thirty (30) minute lunch period supervision.

ARTICLE 23

ABSENTEEISM

Whenever a member of the professional staff is absent, a reasonable effort will be made to provide a qualified substitute.

ARTICLE 24

AFTER SCHOOL MEETINGS

Staff meetings should be cooperatively established by the faculty and administration at each school. Teachers may be required to attend one meeting per week, except where additional meetings may be necessary to address unanticipated circumstances. Such meetings shall normally be held on Monday, Tuesday or Thursday and shall not exceed one hour in duration. Notice to teachers of said meetings will be given at least seven (7) days prior to the meeting being held unless such notice is not possible due unanticipated circumstances. Workshops may be conducted during regular school hours with the Board providing release time for participating teachers. Workshops held after student school hours should not exceed one hour in duration. Normally no workshops will be scheduled during the same week as a staff meeting.

ARTICLE 25

HOME BOUND INSTRUCTION

The rate of pay for home bound instruction shall be \$42.00 per hour.

ARTICLE 26

ASSOCIATION USE OF SCHOOL FACILITIES

- A. The Association shall have the right to use school buildings without cost at reasonable times for meetings, provided, however, that the Association will be required to pay for any additional custodial costs involved by reason of said meetings.
- B. There will be one bulletin board in each school building, which will be placed in the faculty lounge for the purpose of displaying notices, circulars, and other Association material. Copies of all such material or a description thereof will be submitted in advance to the office of the building principal. The principal may remove any inappropriate material from the bulletin board.
- C. All notices, circulars and other Association material referenced in Section B. above, shall, simultaneous with their posting, be forwarded to the Superintendent's office.

ARTICLE 27

ORGANIZATION ACTIVITIES

- A. The Association may call meetings in each school before or after normal school hours whenever necessary, providing such meetings do not conflict with other scheduled school activities or programs.
- B. The officers and membership of the Association will not engage in any kind of Association business while those involved have assigned responsibilities.

ARTICLE 28

EVALUATION REPORTS

- A. Methods for the evaluation of teacher performance shall be cooperatively developed and reviewed with the entire school staff. The evaluation of teachers shall only be made by qualified professional personnel.
- B. Teachers shall be given a copy of any evaluation report prepared by their superiors which will be considered in determining the salary or other benefits which they are to receive in the course of their employment or which is used as a basis for terminating their employment, and they shall have the right to discuss such reports with their superiors.

- C. Any such evaluation report or other written statement of criticism may not be contained in the individual teacher personnel file unless such report is shown to the subject teacher, and such individual shall acknowledge the report either by reply or signature within a ten (10) day period beginning with the date of notification. Failure of a teacher to either reply to or sign such evaluation report within the aforementioned limit shall not prohibit the Board from entering such report in the teacher's individual personnel file.
- D. No statement critical of a teacher's conduct or performance may be entered on an evaluation report without expressing the reasons for such statement.
- E. Teachers may respond to material placed in their individual teacher personnel file, and such response shall be made a permanent part of that file.

ARTICLE 29

CURRICULUM REVISION

Teachers shall play an active role in the preparation, implementation and evaluation of curriculum or new programs. Final decisions concerning curriculum development shall be made by the Board of Education.

Teachers for all summer curriculum writing projects shall be selected and scheduled by the Superintendent and/or his/her designee. All such selections shall be at the Superintendent's discretion or as he/she determines is consistent with implementation of curriculum management cycles. Curriculum writers shall be determined at the discretion of the Superintendent, and shall serve on a voluntary basis at \$42.00 per hour for summer curriculum writing projects.

ARTICLE 30

ILLNESS OR INCAPACITY LEAVE

- A. Illness or incapacity leave is to be used only for the purpose of compensating a certified professional employee who is unable to attend his/her regular scheduled classes because of bona fide illness which requires him/her to stay home.
- B. So long as the certified professional employee remains in the continuous service of the Madison Board of Education he/she shall be entitled to illness or incapacity leave with full pay up to fifteen (15) days for each full year of employment, cumulative from year to year, up to a maximum of one hundred eighty-eight (188) days.
- C. The employee may use up to five (5) of the above days annually for illness of a family member.
- D. All illness or incapacity leave taken pursuant to this section shall, to the full extent allowed by the FMLA, be counted as FMLA leave.

ARTICLE 31

PREGNANCY DISABILITY AND CHILDREARING LEAVE

A. Pregnancy Disability Leave

Appropriately filed pregnancy leave requests will be granted approval by the Superintendent of Schools.

1. Teachers must notify the Superintendent in writing as soon as they are aware of the pregnancy so that arrangements may be made to properly staff the school. Notice to the Superintendent must be accompanied by a statement from the teacher's physician indicating the expected date of birth.
2. A recommended starting date of pregnancy leave shall be indicated in the physician's statement to the Superintendent. A subsequent request by a teacher for a change in the recommended date must be supported by her physician's statement which indicates the desirability for such change.
3. Pregnancy leave shall terminate when in the opinion of her physician, by written statement to the Superintendent, the teacher is capable of resuming her full-time teaching duties. Teachers are required to return to work the school day following the teacher's release by the physician. The teacher must immediately forward (fax, e-mail) the physician's return to work note directly to the Superintendent, upon the teacher's receipt of said note.
4. Accumulated Illness or Incapacity Leave (sick leave), as of the effective starting date of pregnancy leave, will be charged against pregnancy leave time and each teacher will receive her full salary and fringe benefits for the period equal to the accumulated Illness or Incapacity Leave. After accumulated Illness or Incapacity Leave has been exhausted, teachers will receive no salary or fringe benefits paid by the Madison Board of Education, but shall continue on pregnancy leave for the duration of their disability.
5. Upon return to work at the termination of pregnancy leave, a teacher will be placed in the salary step effective at the time of the commencement of the leave, provided she returns during the same school year in which leave commenced. If the teacher returns to full-time duties in a subsequent year, placement on the salary schedule will be determined by the quality of previous performance and will be at least at the same salary step as was effective at the commencement of leave.
6. All insurance, retirement and other employee benefits shall continue in force for any employee on pregnancy disability leave and shall be provided for by:

- (a) The Board during the period that accumulated Illness or Incapacity Leave is being used.
- (b) The individual through contributions made by the individual during the period not covered by accumulated Illness or Incapacity Leave.

B. Childrearing Leave

- 1. Teachers who are expecting a child or whose spouses are expecting a child may request a leave of absence without pay or benefits for the purpose of childrearing. The Board shall grant such leave to tenured teachers, as set forth below.
- 2. Teachers shall request such leave in writing to the Superintendent at least sixty (60) days prior to the anticipated date of birth. Such leave shall commence immediately upon the physician's written release of the teacher from the pregnancy disability leave to return to work, and shall terminate as follows:
 - (a) Leaves commencing before the conclusion of the first semester -- at the beginning of the next school year or at the conclusion of the first semester of the next school year, as specified by the teacher in his or her request for leave.
 - (b) Leaves commencing on or after the conclusion of the first semester -- at the conclusion of the first semester of the next school year or at the beginning of the next school year following, as specified by the teacher in his or her request for leave.
- 3. At the termination of such leave in accordance with its terms, such teacher shall return to work, and failure to do so shall be considered a resignation, provided, however, that the employment rights of bargaining unit members under Article 39 shall neither be diminished nor expanded as a result of a teacher's right to childrearing leave reinstatement.
- 4. Placement on the salary schedule upon return will be determined by the quality of previous performance and will be at least at the same salary step as was effective at the commencement of leave.
- 5. All insurance, retirement and other employee benefits shall continue in force for any employee on childrearing leave at the employee's option, and shall be provided for by the individual through contributions made by the individual during the period of such leave.

C. All pregnancy disability and/or childrearing leave provided by this Article 31 shall, to the full extent allowed by the FMLA, be counted as FMLA leave.

D. Voluntary Unpaid Pre-Disability Leave:

The Superintendent reserves the right to offer teachers who are expecting to give birth during the first eight weeks of the school year a voluntary unpaid general leave of absence to be taken from the first day of the school year, through the date of delivery, or until the commencement of Pregnancy Disability Leave for which the employee is eligible per the terms of Article 31, whichever occurs first, but the voluntary leave will generally not exceed eight weeks. When the voluntary leave does exceed eight weeks due to complications associated with the pregnancy, the teacher will remain on said leave until the birth / delivery of the child. The voluntary unpaid general leave of absence must be offered by and approved by the Superintendent at the discretion of the Superintendent.

Any teacher who has been granted the voluntary unpaid general leave as set forth in this Section D will have her health insurance benefits, including the employee's payroll deduction for the premium cost share obligation, paid for by the Board of Education for the duration of the voluntary, unpaid general leave. Subsequent to the completion of the voluntary, unpaid general leave, the health benefits for the teacher will continue pursuant to the terms of Article 31 of the Collective Bargaining Agreement.

The voluntary unpaid pre-disability leave as set forth herein is in addition to the Pregnancy Disability Leave set forth in Section A and the Childrearing Leave set forth in Section B of Article 31.

ARTICLE 32

PERSONAL DAYS

- A. Personal leaves without pay may be granted by the Superintendent to meet serious personal problems.
- B. Funeral Leave - Death in the immediate family.
 - 1. A leave of absence not to exceed five (5) school days immediately following the date of death shall be granted to any teacher whose wife, husband, father, mother, brother, sister, child or father-in-law, mother –in-law, brother-in-law and/or sister-in-law dies. Such leave shall be with pay.
 - 2. Time off to attend the funeral of other family members or close friends shall be granted. Such leave shall be with pay not to exceed two (2) days per funeral.
- C. Personal Leave
 - 1. Teachers will be allowed two (2) school days each year with pay to be used for personal business of a nature which cannot be scheduled outside the workday.

Personal leave days may not be used for recreational purposes or outside employment.

2. Whenever practicable, the request for the personal time off will be filed with the principal at least 48 hours prior to the time requested but in any event all applications for such leave shall be in writing. Personal leaves shall not normally be requested as part of a vacation or taken one day prior to a vacation or holiday or the day following a vacation or holiday. In unusual circumstances where the provisions hereof cannot be met, the Superintendent may waive the conditions hereof.
3. Special consideration will be granted by the Superintendent for religious observance upon request. Such day(s) will not be deducted from sick leave or from other personal leave days and will be granted with pay.

ARTICLE 33

PROFESSIONAL DAYS

- A. Professional days, with pay, for conferences and for visits to other schools shall be given on the approval of the Superintendent. Requests for such days must be submitted to the Superintendent accompanied by a recommendation from the Building Principal or the Assistant Superintendent, whichever is applicable.
- B. The recipient of a professional day or days must, without further order or directive by the Superintendent, submit a written proposal to the Superintendent, describing the substance of the professional day activity and detail the relevance and benefit of said professional day activity to the teacher's professional development; and how the activities or any professional day activities may be of benefit to the professional staff as a whole.

ARTICLE 34

JURY DUTY

The procedures dealing with situations in which professional staff members are called for jury duty shall be:

- A. Any staff member called for jury duty shall notify the Building Principal within forty-eight (48) hours of receipt of such request.

In the event a request to be excused from jury duty is denied the staff member shall be granted the necessary leave to fulfill this function. This leave shall not be deducted from sick leave or from personal days. The staff member shall receive a rate of pay equal to the difference between his/her professional salary and the jury fee during the period of jury duty.

ARTICLE 35

GENERAL LEAVE

Certain circumstances may warrant granting special leave, with or without full or partial pay including special salary treatment for prolonged illness, to professional staff members. Such leave shall be at the discretion of the Superintendent. The Superintendent may require that by a date or dates specific, agreed upon in writing between the Superintendent and the professional staff member, prior to the commencement of said leave, or within thirty (30) days prior to February 1st for a one year leave whose term coincides with the school year, the teacher on leave must confirm in writing his or her intent to return to the school system on the expiration of said leave. Failure to provide such appropriate written confirmation will constitute a resignation of employment by the teacher.

ARTICLE 36

TEACHER TRANSFERS

Transfers shall be subject to the following rules:

- A. Volunteers will normally be considered first when a reduction in the number of teachers in a school is necessary. Final responsibility for the transfer of teachers, however, rests with the Superintendent.
- B. Teachers being involuntarily transferred will be transferred only to a comparable position, where available.
- C. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent of Schools or his/her designee, at which time the teacher shall be notified of the reasons for the transfer. In the event that a teacher objects to the transfer at this meeting, the teacher will notify the Association and the Superintendent or his/her designee will meet with the Association's representative to discuss the transfer.
- D. A list of open positions in other schools shall be made available to all teachers being transferred.
- E. Teachers who desire to transfer to another building shall file a written statement of such desire with the Superintendent no later than March 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned or the school or schools (in order of preference, if the teacher has preferences) to which he desires to be transferred.
- F. Teachers who desire a change in grade and/or subject assignment shall speak to the Principal and/or immediate supervisor.

- G. Notice of transfer shall be given to the teacher as soon as practicable and under normal circumstances not later than June 1.

ARTICLE 37

TEACHER REASSIGNMENT

- A. Reassignment shall mean placement at a different grade level within building for those normally assigned to one building.
- B. Notice of reassignment shall be given to the teacher as soon as practicable and under normal circumstances not later than June 1.
- C. A teacher who desires an assignment change shall initiate such with his/her supervisor.
- D. An involuntary reassignment shall be made only after a meeting between the teacher involved and the Superintendent of Schools or his/her designee, at which time the teacher shall be notified of the reasons for the reassignment. In the event that a teacher objects to the reassignment at this meeting, the teacher will notify the Association and the Superintendent or his/her designee will meet with the Association's representative to discuss the reassignment.

ARTICLE 38

POSITION VACANCIES

- A. Certified positions, within the teachers' bargaining unit, including those which pay a salary differential and/or involve an additional or higher level of responsibility, which are 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 a position vacancy shall be adequately published within the system.
 - 2. Said notice of a position vacancy shall clearly set forth the qualifications for the position.
 - 3. Teachers who desire to apply for such a position vacancy shall file their applications in writing with the Superintendent within the time limit specified in the notice.
 - 4. Such position vacancy shall be filled on the basis of qualification for the vacant position as determined by the Superintendent.
 - 5. No such vacancy shall be filled on a permanent basis before the expiration of two (2) weeks from the date of posting.

6. Vacancies occurring during the summer recess period will be posted electronically, and teachers will be able to apply for any such vacancies through an online application process.

ARTICLE 39

REDUCTION IN PERSONNEL

- A. Before the Board makes any necessary reduction in personnel, it will first confer with the Association regarding the effects of such reduction. This will include, but not be limited to, such problems as the criteria used for the determination as to who will be discharged or laid off and the re-employment rights of such persons.
- B. Specific reductions in personnel shall be made within the level and department affected subject to the rights of tenured teachers vis-a-vis non-tenured teachers under Connecticut General Statute 10-151. For the purpose of this Article, levels shall be defined as follows:

Elementary	-	Grades Pre-K-4
Middle School-		Grades 5-8
High School	-	Grades 9-12

provided that levels for Art, Music, Physical Education, Business/Computer Education, Technology Education and Family Consumer Science teachers shall be Grades K-6 and Grades 7-12 and provided further that any Madison teacher who was hired for the positions of Mathematics, Language Arts or Technology Instructional Specialist shall remain in the level and department per Article 39, Section B in which they were previously assigned prior to assuming any of the above positions; and any Mathematics, Language Arts or Technology Instructional Specialist hired from outside the Madison school system shall be placed in a level and department in according with the following:

Instructional Specialist	Pre-K - 8
Instructional Specialist	Pre-K - 12

- C. The order of layoff of personnel within each level in specific certification areas will be as follows:
 1. Durational Shortage Area Permit teachers in the certification area in which a position is being eliminated.
 2. Non-tenured certified teachers in the certification area in which a position is being eliminated.

3. Tenured certified teachers in the certification area in which a position is being eliminated.
- D. When there are two or more tenured teachers in the specific level or department being reduced that are equal in status as defined in Section C, the teacher with the lowest qualifications shall be eliminated first. Qualifications shall be determined within level or department affected by the number of years of teaching in Madison, unless consideration of qualification to teach particular subjects as determined by certification and teaching experience or of teaching performance as determined by the history of evaluation in the Madison Public Schools shall demonstrate that a less senior teacher should be retained in preference to a more senior teacher.
 - E. Personnel who are laid off because of elimination of their positions shall be given primary consideration by the Superintendent (for the period of two years next following their layoff) before the Superintendent submits a recommendation to the Board to fill a position within the level from which they were laid off for which they are certified and qualified.
 - F. Teachers who are laid off shall retain all insurance and other employee benefits for a period of one year. Required payments for insurance or other employee benefits shall be provided for by the individual through contributions made by the individual.
 - G. The teacher shall be responsible for advising the administration of location and availability should the teacher change address after layoff.
 - H. No employee who has been laid off shall be entitled to payment or accrual of any compensation or fringe benefits, whether or not he remains on the re-appointment list. However, an employee who is re-appointed from the list shall be entitled to reinstatement of any benefits earned or accrued at the time of layoff, and further accrual of salary increments and fringe benefits shall resume where they left off. No years of layoff will be credited as years of service for compensation or retirement purposes.
 - I. It is understood that a layoff is a termination of employment subject to administrative and/or judicial review in the manner set forth in the subsections of §10-151 of the Connecticut General Statutes as amended, and in no other manner. In the case of judicial review under those statutory provisions, the parties agree that the provisions of this Article can and should be submitted to the Administrative proceeding or Court.

ARTICLE 40

COPY OF AGREEMENT

The Board shall provide each teacher with a copy of this Agreement.

ARTICLE 41

AMENDMENT

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

ARTICLE 42

SEVERABILITY

In the event that any provision or portion of this Agreement is ruled invalid for any reason by a court of competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

ARTICLE 43

JUST CAUSE

No teacher shall be disciplined, reprimanded, reduced in compensation, denied an increment or salary increase or suspended without just cause. It is understood that this provision shall not apply to termination or nonrenewal of a teacher’s contract of employment as controlled by Connecticut General Statute 10-151.

ARTICLE 44

DURATION

This Agreement shall be in effect from July 1, 2019 to June 30, 2022.

SIGNATURE BLOCK

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

MADISON BOARD OF EDUCATION

MADISON EDUCATION ASSOCIATION

Date: _____

Date: _____

APPENDIX A-1
2019-2020
SALARY SCHEDULE

		BA	BA+15	MA	MA+15	6TH YR
Step	Yrs.of					
	Exp.					
1	0-1	46,849	48,331	49,804	50,992	51,853
2	2-3	49,515	50,105	51,843	53,006	54,039
3	4	50,767	51,873	53,879	55,027	56,225
4	5-6	51,932	53,645	55,878	57,041	58,409
5	7	53,622	55,416	57,917	59,060	60,593
6	8-9	55,310	57,186	59,953	61,076	62,777
7	10	57,005	58,958	62,017	63,095	64,962
8	11	58,869	60,908	64,244	65,298	67,364
9	12	61,163	63,294	66,924	67,975	70,258
10	13	63,784	66,025	69,971	71,016	73,521
11	14	65,936	68,331	73,005	74,030	77,096
12	15	68,088	70,636	76,037	77,043	80,672
13	16	70,975	73,707	79,906	80,903	85,140
14	17	73,711	76,586	83,306	84,315	88,942
15	18+	79,848	82,999	90,563	91,630	96,869

Teachers other than those at maximum step shall remain on the same numbered step they were on in 2018-2019. Teachers at maximum shall be placed at step 15.

Upon receiving a Ph.D. or Ed.D. degree, and in accordance with Article 10, each employee shall receive a continuing yearly differential of \$2,000 above his/her appropriate 6th year step placement.

Longevity

The above schedule will be supplemented as follows after 15 years of approved teaching experience:

- 16th year through 20th year of service at \$700
- 21st year through 25th year of service at \$900
- 26th year through 30th year of service at \$1100
- 31st year of service and beyond at \$1300

Teachers employed on or after July 1, 2005 must complete fifteen (15) years of teaching experience in Madison to be eligible for the longevity benefit.

APPENDIX A-2
2020-2021
SALARY SCHEDULE

		BA	BA+15	MA	MA+15	6TH YR
	Yrs. Of					
Step	Exp.					
1	0	46,849	48,331	49,804	50,992	51,853
2	1-2	49,515	50,105	51,843	53,006	54,039
3	3-4	50,767	51,873	53,879	55,027	56,225
4	5	51,932	53,645	55,878	57,041	58,409
5	6-7	53,622	55,416	57,917	59,060	60,593
6	8	55,310	57,186	59,953	61,076	62,777
7	9-10	57,005	58,958	62,017	63,095	64,962
8	11	58,869	60,908	64,244	65,298	67,364
9	12	61,163	63,294	66,924	67,975	70,258
10	13	63,784	66,025	69,971	71,016	73,521
11	14	65,936	68,331	73,005	74,030	77,096
12	15	68,088	70,636	76,037	77,043	80,672
13	16	70,975	73,707	79,906	80,903	85,140
14	17	73,711	76,586	83,306	84,315	88,942
15	18+	80,647	83,829	91,469	92,546	97,837

Teachers other than those at maximum shall advance one step in 2020-2021.

Upon receiving a Ph.D. or Ed.D. degree, and in accordance with Article 10, each employee shall receive a continuing yearly differential of \$2,000 above his/her appropriate 6th year step placement.

Longevity

The above schedule will be supplemented as follows after 15 years of approved teaching experience:

- 16th year through 20th year of service at \$700
- 21st year through 25th year of service at \$900
- 26th year through 30th year of service at \$1100
- 31st year of service and beyond at \$1300

Teachers employed on or after July 1, 2005 must complete fifteen (15) years of teaching experience in Madison to be eligible for the longevity benefit.

APPENDIX A-3
2021-2022
SALARY SCHEDULE

		BA	BA+15	MA	MA+15	6TH YR
Step	Yrs. Of					
	Exp.					
1	0	46,849	48,331	49,804	50,992	51,853
2	1	49,515	50,105	51,843	53,006	54,039
3	2-3	50,767	51,873	53,879	55,027	56,225
4	4-5	51,932	53,645	55,878	57,041	58,409
5	6	53,622	55,416	57,917	59,060	60,593
6	7-8	55,310	57,186	59,953	61,076	62,777
7	9	57,005	58,958	62,017	63,095	64,962
8	10-11	58,869	60,908	64,244	65,298	67,364
9	12	61,163	63,294	66,924	67,975	70,258
10	13	63,784	66,025	69,971	71,016	73,521
11	14	65,936	68,331	73,005	74,030	77,096
12	15	68,088	70,636	76,037	77,043	80,672
13	16	70,975	73,707	79,906	80,903	85,140
14	17	73,711	76,586	83,306	84,315	88,942
15	18+	81,453	84,667	92,383	93,472	98,816

Teachers other than those at maximum shall advance one step in 2020-2021.

Upon receiving a Ph.D. or Ed.D. degree, and in accordance with Article 10, each employee shall receive a continuing yearly differential of \$2,000 above his/her appropriate 6th year step placement.

Longevity

The above schedule will be supplemented as follows after 15 years of approved teaching experience:

- 16th year through 20th year of service at \$700
- 21st year through 25th year of service at \$900
- 26th year through 30th year of service at \$1100
- 31st year of service and beyond at \$1300

Teachers employed on or after July 1, 2005 must complete fifteen (15) years of teaching experience in Madison to be eligible for the longevity benefit.

Appendix B, Extra Pay for Extra Duty Roster–

Assignment	% of BA 1	2019- 2020	2020- 2021	2021- 2020
<u>DISTRICT</u>				
Curricular Lead	11.50%	\$5,388	\$5,388	\$5,388
Instructional Specialist (Technology, Language Arts & Mathematics)	8.00%	\$3,748	\$3,748	\$3,748
TEAM Facilitator	8.00%	\$3,748	\$3,748	\$3,748
Technology/Grade 3-6 Extension Specialist	10.50%	\$4,919	\$4,919	\$4,919
<u>HIGH SCHOOL</u>				
I. Academic EPED Positions				
Program Coordinators/Department Lead				
K-12 Art	11.50%	\$5,388	\$5,388	\$5,388
K-12 Music	11.50%	\$5,388	\$5,388	\$5,388
K-12 Physical Education	11.50%	\$5,388	\$5,388	\$5,388
K-12 Library Media/Technology	11.50%	\$5,388	\$5,388	\$5,388
9-12 Special Education	11.50%	\$5,388	\$5,388	\$5,388
5-12 Career/Technical Education	11.50%	\$5,388	\$5,388	\$5,388
9-12 World Languages	11.50%	\$5,388	\$5,388	\$5,388
9-12 English	11.50%	\$5,388	\$5,388	\$5,388
9-12 Mathematics	11.50%	\$5,388	\$5,388	\$5,388
9-12 Science/Health	11.50%	\$5,388	\$5,388	\$5,388
9-12 Social Studies	11.50%	\$5,388	\$5,388	\$5,388
5-12 Guidance	11.50%	\$5,388	\$5,388	\$5,388
II. Student Activity EPED Positions				
Advisors				
Theatre Arts – Trimester 1	7.50%	\$3,514	\$3,514	\$3,514
Theatre Arts – Trimester 2	7.50%	\$3,514	\$3,514	\$3,514
Theatre Arts – Trimester 3	7.50%	\$3,514	\$3,514	\$3,514
Newspaper	6.00%	\$2,811	\$2,811	\$2,811
Yearbook – Advisor 1	7.50%	\$3,514	\$3,514	\$3,514
Yearbook – Advisor 2	7.50%	\$3,514	\$3,514	\$3,514
Orchestra	7.50%	\$3,514	\$3,514	\$3,514
Marching Band Director	10.50%	\$4,919	\$4,919	\$4,919
Marching Band Asst. Director	5.50%	\$2,577	\$2,577	\$2,577
Chorus	5.50%	\$2,577	\$2,577	\$2,577

Dance	5.00%	\$2,342	\$2,342	\$2,342
Varsity Math	5.50%	\$2,577	\$2,577	\$2,577
JV Math	3.50%	\$1,640	\$1,640	\$1,640
Debate	6.00%	\$2,811	\$2,811	\$2,811
Environmental Club	6.00%	\$2,811	\$2,811	\$2,811
Student Council Advisor	5.50%	\$2,577	\$2,577	\$2,577
National Honor Society	5.50%	\$2,577	\$2,577	\$2,577
Technology	6.00%	\$2,811	\$2,811	\$2,811
Jazz Band	5.50%	\$2,577	\$2,577	\$2,577
Chorus – Show Choir	8.00%	\$3,748	\$3,748	\$3,748
Model UN	6.00%	\$2,811	\$2,811	\$2,811
*Senior Class Advisor(s)	6.00%	\$2,811	\$2,811	\$2,811
*Junior Class Advisor(s)	4.00%	\$1,874	\$1,874	\$1,874
*Sophomore Class Advisor(s)	2.00%	\$937	\$937	\$937
*Freshman Class Advisor(s)	2.00%	\$937	\$937	\$937
Football				
Head Varsity Coach	16.50%	\$7,730	\$7,730	\$7,730
Varsity Asst. Coach	10.00%	\$4,685	\$4,685	\$4,685
JV Head Coach	8.00%	\$3,748	\$3,748	\$3,748
JV Asst. Coach	7.00%	\$3,279	\$3,279	\$3,279
Freshman Coach	7.00%	\$3,279	\$3,279	\$3,279
Soccer				
Boys' Head Varsity Coach	12.00%	\$5,622	\$5,622	\$5,622
Boys' Varsity Asst. Coach	7.00%	\$3,279	\$3,279	\$3,279
Boys' JV Coach	7.00%	\$3,279	\$3,279	\$3,279
Boys' Freshman Coach	7.00%	\$3,279	\$3,279	\$3,279
Girls' Head Varsity Coach	12.00%	\$5,622	\$5,622	\$5,622
Girls' Varsity Asst. Coach	7.00%	\$3,279	\$3,279	\$3,279
Girls' JV Coach	7.00%	\$3,279	\$3,279	\$3,279
Girls' Freshman Coach	7.00%	\$3,279	\$3,279	\$3,279
Field Hockey				
Head Varsity Coach	12.00%	\$5,622	\$5,622	\$5,622
Varsity Asst. Coach	7.00%	\$3,279	\$3,279	\$3,279
JV Coach	7.00%	\$3,279	\$3,279	\$3,279
Freshman Coach	7.00%	\$3,279	\$3,279	\$3,279
Cross Country				
Boys' Head Varsity Coach	7.00%	\$3,279	\$3,279	\$3,279

Boys' Asst. Coach	5.00%	\$2,342	\$2,342	\$2,342
Girls' Head Varsity Coach	7.00%	\$3,279	\$3,279	\$3,279
Girls' Asst. Coach	5.00%	\$2,342	\$2,342	\$2,342
Tennis				
Girls' Head Varsity Coach	8.50%	\$3,982	\$3,982	\$3,982
Boys' Head Varsity Coach	8.50%	\$3,982	\$3,982	\$3,982
Swimming				
Girls' Head Varsity Coach	12.00%	\$5,622	\$5,622	\$5,622
Swim/ Diving Coach	7.00%	\$3,279	\$3,279	\$3,279
Boys' Head Varsity Coach	12.00%	\$5,622	\$5,622	\$5,622
Boys' Varsity Assistant Coach	7.00%	\$3,279	\$3,279	\$3,279
Basketball				
Boys' Head Varsity Coach	15.00%	\$7,027	\$7,027	\$7,027
Boys' JV Coach	8.50%	\$3,982	\$3,982	\$3,982
Boys' Freshman Coach	7.00%	\$3,279	\$3,279	\$3,279
Girls' Head Varsity Coach	15.00%	\$7,027	\$7,027	\$7,027
Girls' JV Coach	8.50%	\$3,982	\$3,982	\$3,982
Girls' Freshman Coach	7.00%	\$3,279	\$3,279	\$3,279
Wrestling				
Head Varsity Coach	13.00%	\$6,090	\$6,090	\$6,090
JV Coach	7.00%	\$3,279	\$3,279	\$3,279
Gymnastics				
Head Varsity Coach	12.00%	\$5,622	\$5,622	\$5,622
Asst. Coach	7.00%	\$3,279	\$3,279	\$3,279
Cheerleading				
Head Varsity Coach - Fall	6.50%	\$3,045	\$3,045	\$3,045
Head Varsity Coach - Winter	6.50%	\$3,045	\$3,045	\$3,045
Baseball				
Head Varsity Coach	12.00%	\$5,622	\$5,622	\$5,622
JV Coach	7.00%	\$3,279	\$3,279	\$3,279
Freshman Coach	5.00%	\$2,342	\$2,342	\$2,342
Softball				
Head Varsity Coach	12.00%	\$5,622	\$5,622	\$5,622
Head Varsity Coach	8.00%	\$3,748	\$3,748	\$3,748

Asst. Coach	7.00%	\$3,279	\$3,279	\$3,279
JV Coach				
Lacrosse				
Boys' Head Varsity Coach	12.00%	\$5,622	\$5,622	\$5,622
Boys' Asst. Coach	8.00%	\$3,748	\$3,748	\$3,748
Boys' JV Coach	7.00%	\$3,279	\$3,279	\$3,279
Boys' Freshman Coach	5.00%	\$2,342	\$2,342	\$2,342
Girls' Head Varsity Coach	12.00%	\$5,622	\$5,622	\$5,622
Girls' Asst. Coach	8.00%	\$3,748	\$3,748	\$3,748
Girls' JV Coach	7.00%	\$3,279	\$3,279	\$3,279
Girls' Freshman Coach	5.00%	\$2,342	\$2,342	\$2,342
Track				
Boys' Head Varsity Coach	12.00%	\$5,622	\$5,622	\$5,622
Boys' Head Varsity Coach	7.00%	\$3,279	\$3,279	\$3,279
Asst. Coach	12.00%	\$5,622	\$5,622	\$5,622
Girls' Head Varsity Coach	7.00%	\$3,279	\$3,279	\$3,279
Asst. Coach				
Golf				
Boys' Head Varsity Coach	7.00%	\$3,279	\$3,279	\$3,279
Girls' Head Varsity Coach	7.00%	\$3,279	\$3,279	\$3,279
Volleyball				
Boys' Head Varsity Coach	12.00%	\$5,622	\$5,622	\$5,622
Boys' JV Coach	7.00%	\$3,279	\$3,279	\$3,279
Girls' Head Varsity Coach	12.00%	\$5,622	\$5,622	\$5,622
Girls' JV Coach	7.00%	\$3,279	\$3,279	\$3,279
Girls' Freshman Coach	7.00%	\$3,279	\$3,279	\$3,279
Ice Hockey				
Boys' Head Varsity Coach	13.00%	\$6,090	\$6,090	\$6,090
Boys' Asst. Coach	7.00%	\$3,279	\$3,279	\$3,279
Girls' Head Varsity Coach	13.00%	\$6,090	\$6,090	\$6,090
Girls' Asst. Coach	7.00%	\$3,279	\$3,279	\$3,279
Indoor Track				
Boys' Head Varsity Coach	8.50%	\$3,982	\$3,982	\$3,982
Girls' Head Varsity Coach	8.50%	\$3,982	\$3,982	\$3,982
Unified Sports (Any Sport)	2.00%	\$937	\$937	\$937
Fencing	6.50%	\$3,045	\$3,045	\$3,045

Co-Ed Alpine Skiing	7.00%	\$3,279	\$3,279	\$3,279
Sailing	7.00%	\$3,279	\$3,279	\$3,279

Fitness Center

Fitness Center Coach – Trimester 1	4.00%	\$1,874	\$1,874	\$1,874
Fitness Center Coach – Trimester 1	4.00%	\$1,874	\$1,874	\$1,874
Fitness Center Coach – Trimester 2	4.00%	\$1,874	\$1,874	\$1,874
Fitness Center Coach – Trimester 2	4.00%	\$1,874	\$1,874	\$1,874
Fitness Center Coach – Trimester 3	4.00%	\$1,874	\$1,874	\$1,874
Fitness Center Coach – Trimester 3	4.00%	\$1,874	\$1,874	\$1,874

MIDDLE SCHOOL

I. Academic EPED Positions

Program Coordinators/Department Lead

4-8 Special Education	11.50%	\$5,388	\$5,388	\$5,388
K-8 Language Arts	11.50%	\$5,388	\$5,388	\$5,388
K-8 Social Studies	11.50%	\$5,388	\$5,388	\$5,388
K-8 Mathematics	11.50%	\$5,388	\$5,388	\$5,388
K-8 Science	11.50%	\$5,388	\$5,388	\$5,388
K-8 World Language	11.50%	\$5,388	\$5,388	\$5,388

Middle School Team Leaders

Grade 6**	8.00%	\$3,748	\$3,748	\$3,748
Grade 7**	8.00%	\$3,748	\$3,748	\$3,748
Grade 8**	8.00%	\$3,748	\$3,748	\$3,748
Related Arts**	8.00%	\$3,748	\$3,748	\$3,748

** Team Leader positions fluctuate to accommodate enrollment, team design, and specific need of school

II. Student Activity EPED Positions

Advisors

Band	5.50%	\$2,577	\$2,577	\$2,577
Chorus	4.50%	\$2,108	\$2,108	\$2,108
Orchestra	5.00%	\$2,342	\$2,342	\$2,342
Yearbook	5.00%	\$2,342	\$2,342	\$2,342
Theatre	5.00%	\$2,342	\$2,342	\$2,342
Student Council (6-8)	1.00%	\$468	\$468	\$468

III. Athletic EPED Positions

Polson Middle School Interscholastic

Boys' Soccer Coach	6.00%	\$2,811	\$2,811	\$2,811
Girls' Soccer Coach	6.00%	\$2,811	\$2,811	\$2,811
Field Hockey Coach	6.00%	\$2,811	\$2,811	\$2,811
Asst. Field Hockey Coach	2.00%	\$937	\$937	\$937
Boys' Basketball Coach	7.00%	\$3,279	\$3,279	\$3,279
Girls' Basketball Coach	7.00%	\$3,279	\$3,279	\$3,279
Baseball Coach	6.00%	\$2,811	\$2,811	\$2,811
Softball Coach	6.00%	\$2,811	\$2,811	\$2,811
Wrestling Coach	7.00%	\$3,279	\$3,279	\$3,279
Cross Country Coach	6.00%	\$2,811	\$2,811	\$2,811
Asst. Cross Country Coach	2.00%	\$937	\$937	\$937

Polson Middle School Intramural

Any Sport	2.50%	\$1,171	\$1,171	\$1,171
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Brown Middle School Intramural

Any Sport	2.50%	\$1,171	\$1,171	\$1,171
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ELEMENTARY SCHOOL

I. Academic EPED Positions

Program Coordinator

K-3 Special Education	11.50%	\$5,388	\$5,388	\$5,388
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Elementary School Team Leaders

Kindergarten**	8.00%	\$3,748	\$3,748	\$3,748
Grade 1**	8.00%	\$3,748	\$3,748	\$3,748
Grade 2**	8.00%	\$3,748	\$3,748	\$3,748
Grade 3**	8.00%	\$3,748	\$3,748	\$3,748
Grade 4**	8.00%	\$3,748	\$3,748	\$3,748
Grade 5**	8.00%	\$3,748	\$3,748	\$3,748

** Team Leader positions fluctuate to accommodate enrollment, team design, and specific need of school