

**INTERDISTRICT SCHOOL FOR ARTS AND
COMMUNICATION BOARD OF DIRECTORS**

COLLECTIVE BARGAINING AGREEMENT

WITH THE ISAAC EDUCATION ASSOCIATION

2022-2023

2023-2024

2024-2025

September 7, 2021
v1mb-njs-jlr

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ISAAC'S CORE VALUES AND BELIEFS ABOUT LEARNING

ISAAC is a safe, nurturing, and diverse middle school in which arts and communication act as the heartbeat. Our professional learning community, comprised of passionate educators, are committed to the delivery of a rigorous curriculum that promotes effort through a growth mindset. We believe that all students can succeed with hard work and grit. Our stakeholders support the development of each student's journey in becoming lifelong learners by developing the academic, civic, and social skills needed to be difference makers as active citizens in our communities. Learning at ISAAC prepares our students to become empathetic and courageous leaders through authentic tasks and experiences that promote creativity, critical thinking, and excellence.

THE ISAAC VISION OF THE GRADUATE

The ISAAC Vision of the Graduate is that all graduates are proficient in the following competencies:

- Write effectively for various purposes
- Speak to diverse audiences in an accountable manner
- Develop the behaviors needed to interact and contribute with others on a team
- Analyze and solve problems independently and collaboratively
- Be responsible, creative, and empathetic members of the community

PREAMBLE

This Agreement is made and entered into by and between the Board of Directors for the Interdistrict School for Arts and Communication (hereinafter referred to as “the "Board" or the “School”) and the ISAAC Education Association (hereinafter referred to as the “Association”), affiliated with the Connecticut Education Association and the National Education Association.

This Agreement is negotiated under sections 10-153a through 10-153g of the Connecticut General Statutes, as amended, in order (a) to fix for its term, the salaries and other conditions of employment provided herein, and (b) to encourage and provide for effective and harmonious working relationships between the School and the Association in order that the cause of public education may best be served.

In entering into this Agreement, the Board and the Association acknowledge and agree that:

1. The mission of the School, as a charter school operating within the State of Connecticut, is unique.
2. The School is founded upon a model of collegiality and collaboration involving the responsible participation by and leadership of the professional staff in the planning, development and growth of the educational process and the management of the School.
3. This Agreement is designed to enhance, and not impede, the School’s ability to carry out its mission.
4. The School’s mission and programs will evolve over time, and it is important that this Agreement be flexible enough to permit changes in the mission and programs of the School.

ARTICLE 1
RECOGNITION/DEFINITIONS

- A. The Board recognizes the Association as the exclusive representative, as defined in Section 10-153b, through 10-153g of the Connecticut General Statutes as amended, of the Teachers' Unit, which includes the group of certified professional employees who are employed by the Board in positions requiring a teaching or special services certificate or who are employed on the basis of a Durational Shortage Area Permit (DSAP), excluding certified administrators, temporary substitutes and all others excluded by the Teacher Negotiation Act.
- B. Employees working in a teaching position solely on the basis of a DSAP shall be covered by all terms and conditions of the collective bargaining agreement, except as follows:
 - 1. DSAP holders shall not accrue seniority or length of service for any purpose of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously by the Board as an employee after receiving such certification, with no break in service, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of employment by the Board.
 - 2. The Board shall have the right, in its sole discretion, not to renew and/or to terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.
 - 3. DSAP holders shall have no bumping rights under this Agreement.
- C. As used in this Agreement, the term "days" shall mean business days, unless otherwise expressly specified in this Agreement.

ARTICLE 2
PROFESSIONAL NEGOTIATIONS

The Board and the Association agree to negotiate in good faith pursuant to Section 10-153a –10-153g of the Connecticut General Statutes, as amended, to secure a successor agreement with respect to salaries and other terms and conditions of employment as defined by the statutes.

ARTICLE 3
DUES AND SERVICE FEES

Upon the submission of a voluntary written authorization signed by a teacher, the School agrees to deduct from each teacher an amount equal to the Association membership dues by means of payroll deduction. Dues shall be deducted in twenty (20) installments, beginning with the second payroll in the month of September. The amount of the Association membership dues shall be certified by the Association to the Board of Education prior to the opening of school each year.

1. Subject to the conditions above, those teachers whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the remaining school year.
2. The balance of the annual dues shall be deducted from the final paycheck of any employee resigning his/her position, receiving a leave of absence, or terminating his/her employment after the opening of school.
3. The School agrees to forward to the Association each pay period a check for the amount of money deducted during that pay period. The School shall include with such check a list of teachers from whom such deductions were made.
4. The Association agrees to indemnify and to hold the School harmless against any and all claims, demands, suits or other forms of liability, including attorneys' fees, that may arise out of, or by reason of any action taken by ISAAC and its agents for the purpose of complying with the provisions of this article.

ARTICLE 4
BOARD PREROGATIVES

- A. Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain whether exercised or not, all the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the School and direction of the working forces, including, but not limited to those rights provided by Conn. Gen. Stat. 10-220 and the following:
 1. To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Board.
 2. To establish or continue policies, practices and procedures for the conduct of School business and, from time to time, to change or abolish such policies, practices, or procedures.

3. To discontinue processes or operations or to discontinue their performance by employees.
4. To select and to determine the number and types of employees required to perform the School's operations, and to create, modify and/or eliminate positions accordingly.
5. To employ, assign, transfer, promote or demote employees, or to lay off, furlough or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the School.
6. To establish contracts or subcontracts for the School's operations.
7. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, and to discipline employees as determined to be appropriate by the Board.
8. To create job descriptions and revise existing job descriptions.

ARTICLE 5

WORK DAY AND WORK YEAR

The teacher work day shall be 7.5 hours in length. Teacher arrival and departure times shall be set by the Executive Director. On days before scheduled holidays, teachers may leave after the dismissal of the student body as long as the students in their care are provided for and their presence, as determined by the Executive Director, is not otherwise reasonably required.

The parties recognize that the salaries set forth in this Agreement are based upon a teacher work year consisting of 186 days and 187 for new teachers. Prior to establishing the school calendar for any given the year, the School shall provide an opportunity for the Association to have input regarding the proposed calendar, with the understanding that the School shall have the right to establish the calendar. The School will notify teachers of the proposed calendar for the next employment year by close of the preceding school year.

ARTICLE 6

PROFESSIONAL DRESS

The parties agree that all teachers shall be dressed in a manner appropriate to their professional status or specific position (i.e. PE teacher, Science Teacher). Inappropriate attire may include but is not limited to: torn clothing or clothing with holes, jeans,

hats/winter hats, winter coats, t-shirts with inappropriate language, flip flops, sweatpants and yoga pants.

ARTICLE 7

NOTICE OF TEACHING ASSIGNMENTS

The School shall have the right to assign teachers based on the interests of the School's educational program, as determined by the Executive Director. Teachers may request reassignment if they believe they are able to make a greater contribution to the School's educational program in a different assignment. However, the Executive Director has the final authority to make decisions regarding such requests, and regarding teacher assignments generally. As such, decisions made by the Executive Director regarding teacher assignments shall not be subject to the grievance procedure.

ARTICLE 8

LUNCH/MEETINGS

The School will provide each full-time teacher with a duty-free lunch period of at least twenty (20) minutes. It is understood that teachers are free to leave the school during their duty-free lunch, provided that they notify the administrative office prior to leaving the building.

The School will make reasonable efforts to avoid scheduling after-school meetings or workshops on consecutive days. Teachers will be required by administration to attend no more than four (4) mandated meetings per month. All after-school meetings will last approximately one (1) hour past the contractual time of the work day. Under normal circumstances, there will be faculty meetings afterschool every other week, excluding faculty meetings of an emergency nature. Teachers will also be required to attend five (5) events, including four (4) evening events and the commencement event, to be determined by the Executive Director at the beginning of the school year. The events referenced in the preceding sentence shall not exceed fifteen (15) hours total. The Executive Director will provide a list of all regularly scheduled faculty meetings for the year at the beginning of each school year.

ARTICLE 9

PREPARATION PERIODS

The School will provide each full-time teacher with preparation and planning time of no less than 200 minutes per week. This time shall be used, either within or outside the classroom, for preparation and planning or, at the teacher's discretion, for other school related activities. In addition to individual planning time, the School will also make reasonable efforts to provide equitable coverage when scheduling PPT and 504 meetings among the entire staff.

ARTICLE 10

CLASS SIZE

The Association and the School recognize that the pupil-teacher ratio is an important aspect of an effective educational program. The parties agree to work together for the purpose of determining and achieving a desirable standard of pupils per teacher. Disputes regarding this Article shall not be subject to the grievance/arbitration procedure.

ARTICLE 11

SALARIES

- A. The salary schedule covered by this Agreement is set forth in Appendix A, which is attached hereto and made a part of this Agreement.
- B. The Executive Director shall have the discretion to determine the initial salary placement for any incoming teacher, provided that no incoming teacher shall be placed higher on the salary schedule than a currently employed teacher with similar qualifications and experience. At the beginning of each academic year, the Administration shall provide to the Union President a list of all new hires and their salary schedule placements.

ARTICLE 12

INDIVIDUAL TEACHER CONTRACTS

The School will provide an individual contract to each teacher by June 30th for the following school year. This contract will include the dates of the school year, tentative teacher assignment, and teacher salary. The contract must be signed prior to the end of June.

This contract may not be terminated before its expiration date by either party without consent of both parties, or without 30 days' notice, except as provided by law. A teacher may not use personal days after providing notice.

ARTICLE 13

SALARY PAYMENT OPTIONS

- A. The Teacher's annual salary will be paid according to one of the following options:
 - 1. 1/26 of the total contracted salary, paid every two weeks for 22 pay periods, beginning on the Friday after the first day of school. The balance due will be paid at the close of school in June.

2. 1/26 of the total contracted salary, paid every two weeks, beginning on the Friday after the first day of school, year-round.
3. If a scheduled payday falls on a legal holiday or during a vacation period, teachers shall be paid on the last regular working day immediately preceding the holiday or vacation period.

ARTICLE 14 **DEGREE DEFINITIONS**

The following definitions shall apply to the salary schedule:

- A. Bachelor: A Bachelor's Degree earned at an accredited college or university.
- B. Master: A Master's Degree earned at an accredited college or university in the field of Education. Also recognized is thirty (30) hours beyond the Bachelor's degree in the field of Education in an approved program leading to teacher's certification at the Master's level; or thirty (30) hours beyond the Bachelor's Degree in a planned program which has prior written approval of the Director. Effective July 1, 2013, all new hires must earn a Master's degree from an accredited college or university in order to be placed on the Master's degree salary schedule.
- C. 6th Year/ MA + 30/BA + 60: A Sixth year Certification earned at an accredited college or university. Also recognized is thirty (30) hours beyond the Master's Degree in an approved program in the field of Education at an accredited college; or thirty (30) hours beyond the Master's Degree in a planned program which has prior written approval of the Director; or a sixty (60) credits Master's Degree in an approved program in the field of Education.
- D. An earned doctorate from an accredited college or university shall receive a stipend of \$2,000 in addition to his/her placement on the 6th Year schedule according to the provisions of this contract
- E. A teacher expecting to have a change in degree status must notify the Executive Director before March 1st, in order to qualify for inclusion in the budget at an increased salary for the degree. Evidence of completion of academic requirements for an advanced degree must be received by the Office of the Executive Director on or before August 1st. If evidence is given after this date, the advanced degree status will occur in the following school year.

ARTICLE 15 **LEAVE PROVISIONS**

- A. The Board and Association agree that the best interests of students are usually served when they are working with their regularly assigned teachers. The parties

also agree that upon occasion, either due to personal health, opportunities for professional growth, or other extenuating circumstances, both the interests of the teachers and their students are best served by a teacher's temporary absence. The following leave provisions have been mutually agreed in recognition of the desirability of such temporary absences. However, such absences should occur only when necessary.

Approval for such leave shall be at the discretion of the Executive Director; however, requests for such leave will not be unreasonably denied. Such leave shall be documented as either sick, personal or any other authorized leave.

- B. In the event that any provision of this Article is inconsistent with any applicable statute concerning family and medical leave, the provisions of the statute shall be controlling.
- C. All accumulated leave days shall accumulate on a per diem basis. In the event that a teacher commences employment after the start of a contract year, the number of personal days and sick leave days shall be pro-rated for the teacher. If a teacher works less than full time, all leave time provided under this Article shall be pro-rated for the teacher.
- D. Personal Leave. Teachers may be granted up to five (5) personal days. Personal days may be used only to attend important and necessary personal business which cannot be transacted other than during working hours. Personal leave is such leave, which is typically unavoidable and non-reoccurring, for:
 - 1. Legal reasons
 - 2. Religious reasons
 - 3. Family reasons (birth, marriage, illness, graduation or attendance at a child's school related function or event). Family is defined as spouse, parents, grandparents, children (natural, foster, or adopted), grandchildren, siblings, in-laws, nieces, nephews, aunts, uncles, and permanent residents of the teacher's household
 - 4. Personal (defined as such matters that are private and sensitive)

Personal leave may be approved only when it is not reasonable for the required activity to have been scheduled outside of school hours. Personal leave may be taken in one-hour increments. Personal leave will not be granted during the first or last week of the school year unless there is a medical emergency, including medical emergencies within the employee's family, or unless approved by the discretion of the Executive Director. Leave under this paragraph shall not be used to extend holidays or vacation periods. The type of reasons for personal absence shall be disclosed on the Request for Personal Leave form and stated with clarity.

Use of personal leave shall require three (3) business days' notice and prior approval. In cases of emergency, as much advance notice as possible is required.

In order to ensure adequate coverage, no more than two employees may use a personal day on any given day, unless approved by the discretion of the Executive Director. In the event more than two employees wish to take the same day, personal days will be awarded on a first come, first served basis.

- E. Conference Leave. When it is evident that the convention or conference attendance or the observation of an activity in another school building or school system will contribute to the effectiveness of the instructional program, the Executive Director may in his/her discretion grant convention or conference leave without loss of pay.
- F. Bereavement Leave
 - 1. In the event of a death of the spouse, parent or child of a teacher, sibling, death of a grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law of a teacher, the teacher may be granted up to five (5) days of leave with pay.
- G. Sick Leave
 - 1. Each full-time employee shall be credited with fifteen (15) days of sick leave at the beginning of each contract year, to be used for the illness of the teacher or immediate family members (mother, father, spouse, children). Sick leave may be accrued up to a maximum of one hundred fifty (150) days. Sick leave days used by a teacher in any contract year shall first be charged to the teacher's 15-day sick leave allotment for that year, prior to any charge against the teacher's accumulated sick leave. Each sick day shall be equivalent to the number of hours in the work day (7.5 hours).
 - 2. For extended absences, or in cases of suspected misuse of sick leave (such as, but not limited to, Monday/Friday and or Friday/Monday or other suspicious absence patterns), the School may require proof of illness or an examination by a Board appointed physician.
 - 3. In the event of extenuating circumstances, a teacher who has exhausted his or her accumulated sick leave may apply to the Board for an advance of up to fifteen (15) days of sick leave from the teacher's sick leave allotment for the following year. Request for such leave for catastrophic illness or long-term illness shall not be unreasonably denied. Decisions by the Board regarding requests under this section shall not be subject to the grievance procedure.

H. Sick Leave Bank

1. Purpose: The Sick Leave Bank shall be established to provide members with additional paid sick leave when such members have exhausted their sick leave accrual due to personal catastrophic illness and/or injury. A member shall provide competent medical certification of said illness or injury. Participation in the Sick Leave Bank is voluntary.
2. Any certified teacher in the ISAAC School System may contribute to the Sick Leave Bank up to five (5) days of his/her sick leave from their accrual in each school year.
3. Members may donate to the Sick Leave Bank on a voluntary basis at the start of each school year. Once donated, sick days cannot be given back to the donating teacher, nor do they have any cash value if unused by the Sick Leave Bank.
4. A donation to the Bank must be authorized no later than Oct. 1 for new and returning teachers and will be deducted from newly hired teachers after completion of ninety (90) days of service.

Procedures and Administration

5. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee comprised of two (2) members of the Administration (the Executive Director and the Director of Human Resources) and two (2) officers of the Association (the President and one other officer of the Association) for a total of four (4) members.
6. Requests for sick leave: A member shall submit, on written application, a request for additional paid sick leave days with sufficient medical documentation as required by the Sick Leave Bank Committee.
7. The Sick Leave Bank Committee shall review applications for sick days according to the criteria below and shall award sick days when a majority of the committee agrees to do so.

Limits & Restrictions

8. A member shall not be eligible for any paid sick leave from the Sick Leave Bank if the member has a disability claim pending; if the injury is subject to worker's compensation benefits; or if the member is eligible for, or has or will seek, relief in any state or federal court or personal injury mediation and or/arbitration process or other civil proceeding.
9. A member shall not be eligible for Sick Leave Bank days for maternity leave.

10. To be eligible for Sick Leave Bank days, the applicant must be able to return to work as certified by competent medical authority. The Sick Leave Bank Committee reserves the right to request additional information through a medical assessment of the committee's choice.
11. A member must exhaust all accumulated sick leave benefits before using Sick Leave Bank days and shall not be eligible for any other paid leave as described above. No member shall receive more than 12 weeks (60 days) from the Sick Leave Bank in any school year.
12. The decisions of the Sick Leave Bank Committee are not subject to the grievance or arbitration process.

I. Childrearing Leave

1. If any teacher desires an extended leave of absence for childrearing purposes (beyond any period of disability), the teacher shall request such leave in writing to the Executive Director no later than sixty (60) days prior to the anticipated commencement of such leave. Extended leave, if granted, shall be without pay.
2. The teacher may continue insurance benefits during the extended leave at his/her own expense, except as provided otherwise by any applicable statute regarding family and medical leave.
3. While a teacher is on leave under FMLA, the teacher shall be required to use any accrued sick leave and personal days concurrently during the period that is covered under the FMLA in order to receive remuneration during such period of time; the remaining period of time shall be unpaid leave.

J. Extended Leave of Absence

The Executive Director, in his/her discretion, may approve requests for unpaid leave for up to one (1) year for worthwhile programs of independent work which would benefit the ISAAC School and enhance the professional growth of the teacher, subject to the following conditions:

1. Not more than one teacher of the entire teaching staff shall be absent on such leave at any one time.
2. Teachers applying for such leave must apply to the Executive Director prior to December 1st for the following academic year. It is understood that the deadline of December 1st shall be waived at the discretion of the Superintendent when fellowships, grants or scholarships awarded later in the year make such a deadline unreasonable.

3. Applicants shall provide the reason for applying for such leave and submit a detailed outline of the program to be pursued, including letters of acceptance and any other pertinent information.
4. A teacher on such leave shall be entitled to return to a position within his/her certification upon return from leave. Such teacher shall be returned to the salary level he/she was on at the time of the leave; however, he/she shall not accumulate seniority. A teacher under this provision may elect to participate, at his/her own expense, in any of the health insurance plans provided to active, unionized, and certified employees employed by the Board.
5. Disputes regarding the Executive Director's approval process under this Article shall not be subject to the grievance/arbitration procedure set forth in this Agreement.

ARTICLE 16

INSURANCE BENEFITS

- A. The School and eligible full-time teachers shall pay the following percentages toward the costs of the base health insurance plan provided to teacher by the School. Any teacher wishing to enroll in a different health insurance plan offered by the School shall pay the full additional costs for such plan. Premium contributions shall be paid through payroll deduction.

	2022-23	2023-2024	2024-2025
Teachers	24%	24%	24%
ISAAC	76%	76%	76%

- B. The School shall provide full-time teachers with term life insurance coverage in the amount of forty thousand (\$40,000) dollars.
- C. Any full-time employee who is eligible for the health insurance coverage provided by the School in accordance with the provisions of this Agreement and who elects not to participate in such insurance coverage shall receive a payment of seven hundred fifty (\$750) dollars in lieu of such insurance.
- D. The Board shall have the right to self-insure for any of the insurance benefits described in this Article and/or to change administrators/carriers/plans for any of the insurance benefits, provided that the overall level of benefits, when considered as a whole, remains substantially comparable to the overall level of benefits in effect immediately preceding any such change.
- E. Participation in any of the insurance benefits provided under this Agreement shall be subject to the eligibility requirements of the carriers.

F. High Deductible/Health Savings Account Plan -Silver Option

1. The sole insurance plan provided by the Board shall have a high deductible of \$2,500/\$5,000.
2. A Health Savings Account shall be made available for any teacher enrolled in the plan. Any teacher hired with an effective date prior to or on the first day of the teacher work year who elects to enroll in the HDHP Plan shall receive full funding of the Board's portion of the HSA contribution, as set forth below. Teachers hired with an effective date after the first day of the teacher work year, or teachers who experience a qualifying event after open enrollment or the contract year will receive a pro-rata share of the Board's contribution to the HSA. The Board shall make the following contributions toward a qualified Health Savings Account:
 - a. In the 2022-23 contract year, the Board shall contribute \$1,000 to the single deductible and \$2,000 to the two person/family deductible. The Board's contributions toward the HSA deductible shall be deposited into the employees' HSA accounts in two equal installments, specifically on or about October 1 and on or about April 1.
 - b. In the 2023-2024 contract year, the Board shall contribute \$1,000 to the single deductible and \$2,000 to the two person/family deductible. The Board's contributions toward the HSA deductible shall be deposited into the employees' HSA accounts in two equal installments, specifically on or about October 1 and on or about April 1.
 - c. In the 2024-25 contract year, the Board shall contribute \$1,000 to the single deductible and \$2,000 to the two person/family deductible. The Board's contributions toward the HSA deductible shall be deposited into the employees' HSA accounts in two equal installments, specifically on or about October 1 and on or about April 1.
 - d. The parties acknowledge that the Board's contribution toward the funding of the HSA plan 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 HSA deductible for retirees or other individuals upon their separation from employment.

- G. Should any Federal statute or regulation be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will reopen Insurance Article 15 (Insurance Benefits) for the purpose of addressing the impact

of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations. (outdated legal reference, made the language more generic)

ARTICLE 17
TUITION REIMBURSEMENT

The Board will budget \$5,000 per year for the purpose of reimbursing teachers for the cost of course work towards attainment of a Masters or Sixth Year degree. Teachers will be eligible for tuition reimbursement, up to a maximum of \$800.00 per course, for coursework related to their teaching assignment at an accredited college, university or professional training program. In order to be eligible for such reimbursement, a teacher must earn a grade of B or higher in the course and provide adequate proof of having met the reimbursement requirements by June 10th of each year. Teachers shall notify the Executive Director of their completed coursework and eligibility for such reimbursement before March 1st to receive such reimbursement on or before September 1st of the same calendar year.

ARTICLE 18
DISCIPLINARY ACTION

Any written reprimand and any disciplinary suspension of a teacher without pay shall be imposed only for just cause.

ARTICLE 19
REDUCTION IN FORCE

- A. The Board of Directors may reduce the number of certified personnel employed because of reduced enrollment in the school, lack of funds, elimination or reduction of a special program, or for other reasons. This provision for selecting staff members with consideration of seniority, needs of the schools and quality and effectiveness of the individuals, will govern reductions in force.
- B. Prior to commencing action to terminate teacher contracts upon the need to reduce staff, the Board of Directors will give due consideration to its ability to reduce staff by:
 - 1. Voluntary retirements;
 - 2. Voluntary resignation;
 - 3. Transfer of existing staff members; and/or
 - 4. Voluntary leaves of absences.

- C. If a teacher has attained tenure status, the contract of employment may be terminated if the position is eliminated, but only if there is no other position for which that teacher is certified and qualified available in the school. "Position available" shall include any position for which said teacher is qualified and currently held by a non-tenured teacher. This shall include first preferences for positions which are held by non-tenured teachers in addition to positions that are open and available. Determination of those to be released shall be in the following order:
1. Teachers holding temporary emergency permits.
 2. Non-tenured teachers holding initial certification.
 3. Non-tenured teachers holding provisional certification.
 4. Non-tenured teachers holding professional certification.
 5. Tenured teachers holding provisional certification.
 6. Tenured teachers holding professional certification.
- D. The following criteria will be used to select those employees who are to be considered for termination within the broad tenure and certification categories established above:
1. Areas of certification.
 2. Teaching experience in other positions which may be available.
 3. Degree status.
 4. Total years of teaching experience.
 5. Total years of teaching experience at ISAAC.
 6. Qualifications and ability as determined by an objective evaluation of the teacher's performance.
- E. When the Board of Directors considers termination of the contract of a teacher, it shall authorize the Executive Director to notify the teacher in writing that termination of his/her contract is under consideration. The notification and any subsequent proceedings related to termination will be in accordance with the provisions of C.G.S. 10-151.
- F. Nothing herein shall compel the promotion of a teacher to a higher rank even though the teacher is qualified for such promotion and the position is open, and

the teacher is being considered for termination under board policy and this regulation.

- G. Recall Procedure/Re-employment. If the contract of employment of a tenured teacher is terminated without prejudice because of elimination of a position, the name of that teacher shall be placed on a reappointment list and remain on such list for a period of one year. If a position becomes open during such period and the teacher has been selected by the School as the person who is certified and qualified for that position, then the teacher will be notified by certified mail sent to the last known address at least thirty days prior to the anticipated date of reemployment whenever possible. The teacher must accept or reject the appointment in writing within seven days after receipt of such notification. If the appointment is accepted the teacher shall receive a written contract within twenty days of receipt of the teacher's reply to the School. If the teacher rejects the appointment offer or does not respond according to this procedure within seven days after receipt of the notification the name of the teacher will be removed from the recall list.

ARTICLE 20

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, under this Agreement, affecting the terms and conditions of employment for teachers.
- B. Definitions
1. The term "grievance" shall be defined as (a) a written complaint signed by an employee stating that there has been a violation, misinterpretation, or misapplication of a specific provision or provisions of this Agreement; or (b) a written complaint signed by an employee stating that there has been a violation of a procedure contained within the School's teacher evaluation plan. Grievances described in (a) above may be submitted to arbitration in accordance with Level 3 of this procedure. Grievances described in (b) above may be processed through to the Board at Level 2, but may not be processed beyond that level.
 2. The term "teacher" shall mean any individual(s) represented by the Association as defined in Article 1, Section A.
- C. Time Limits
1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.

2. If a teacher does not file a grievance in writing with the Executive Director within twenty (20) days after he/she knew or reasonably 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 teacher at any level to appeal a grievance to the next level within the time limit specified in the formal procedure shall be deemed to be acceptance of the decision rendered at that level.
4. Failure by the School to respond to a grievance within the time limits set forth in this grievance procedure shall entitle the Association to proceed to the next level of the grievance procedure.

D. Informal Procedure

If a teacher feels that he/she may have a grievance, he/she shall first discuss the matter with the Executive Director in an effort to resolve the problem informally.

E. Formal Procedure

1. Level One – Executive Director

- a. If a grievant teacher is not satisfied with the outcome of informal procedures, the teacher and/or the Association may file the grievance in writing with the Executive Director, within the time limits set forth in Section C.2 above.
- b. The Executive Director shall, within ten (10) days after receipt of the referral, meet with the grievant teacher and with representatives of the Association for the purpose of hearing the grievance.
- c. The Executive Director shall, within seven (7) days after the hearing, render his/her decision and the reasons therefore in writing to the grievant teacher, with a copy to the Association.

2. Level Two - Board of Directors

- a. If the Association is not satisfied with the disposition of the grievance at Level One, the Association may, within five (5) days after receipt of the Level One decision (or within five days after the deadline for such decision, whichever comes first), file the grievance with the Board.
- b. The Board (or its designated committee) shall, within twenty (20) days after receipt of the grievance, meet with the grievant teacher and with representatives of the Association for the purpose of hearing the grievance.

- c. The Board (or its designated committee) shall render its decision and the reasons therefor in writing to the grievant teacher, with a copy to the Association, within ten (10) days following the hearing of the grievance. The decision of the Board shall be final in all grievances.

3. Level Three - Arbitration

- a. If the Association is not satisfied with the disposition of the grievance at Level Two, then the Association may submit the grievance to arbitration by so notifying the Executive Director in writing within ten (10) days of the receipt of the Level Two response or the deadline for such response, whichever occurs first. The designated representatives of the School and the Association shall, within five (5) days after such written notice, attempt to select by mutual agreement a single arbitrator who is an experienced and impartial person of recognized competence in labor arbitration. If the parties are unable to agree on an arbitrator within five (5) days, the Association shall immediately submit the demand for arbitration to the American Dispute Resolution Center, Inc. (ADRC) in accordance with its administrative procedures, practices and rules, with a copy to the Executive Director. Alternatively, if the parties mutually agree, the Association shall submit the demand for arbitration to the American Arbitration Association (AAA) in accordance with its administrative procedures, practices, and rules.
- b. Any arbitration proceedings regarding the grievance shall be conducted in accordance with the labor arbitration rules of the ADRC or the AAA, as applicable.
- c. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law which violates the terms of this Agreement. The arbitrator shall have no authority to add to, delete from or otherwise modify the terms of this Agreement. The decision of the arbitrator shall be submitted to the School and to the Association and shall be final and binding, except as otherwise provided by law.
- d. The costs for the services of the arbitrator shall be borne equally by the School and the Association.

F. Rights of Teachers

1. No reprisals of any kind shall be taken by the Board, the Association, 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 any level of the grievance procedure by the Association.
3. The Association is the only party who may file an unresolved grievance to Level Two (the Board of Directors) or Level Three (Arbitration).
4. It is understood that during and notwithstanding the pendency of any grievance, teachers shall continue to observe all assignments and rules and regulations of the School until such grievance is fully resolved.

G. Obligation of Teachers: This is the official mutually agreed upon procedure by which teachers register grievances and teachers will proceed exclusively in accordance with this procedure.

H. Sharing of Information. Both the School and the Association agree to provide each other with relevant information concerning grievances, in accordance with the provisions of the Teacher Negotiation Act.

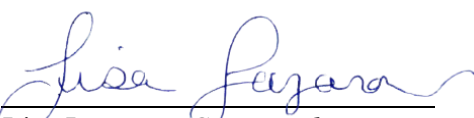
ARTICLE 21
SEVERABILITY

In the event any provision of this Agreement is found unlawful by a court of competent jurisdiction, the remainder of the Agreement shall continue in full force and effect. Upon issuance of such a decision the Board and the Association shall immediately negotiate a substitute for the invalidated provision.

ARTICLE 22
DURATION


This Agreement shall take effect on July 1, 2022 and remain in full force and effect through June 30, 2025.

ISAAC EDUCATION ASSOCIATION ISAAC BOARD OF DIRECTORS

By: 

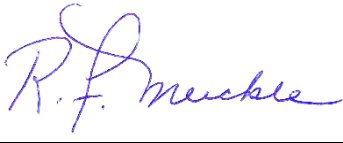
Lisa Lazarou, *Co-President*

Date: September 16, 2021

By: 


Melanie Paterson, *Co-President*

Date: September 16, 2021

By: 

Richard F. Muckle, *Board Chairperson*

Date: September 16, 2021

By: 

Dr. Nicholas J. Spera, *Executive Director*

Date: September 16, 2021

APPENDIX A-1

2022-2023 Teacher Salary Scale

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>6th Year</u>
1	-	-	-
2	46,890	48,527	50,450
3	48,444	50,715	52,655
4	50,046	53,002	54,956
5	51,709	55,391	57,356
6	53,425	57,890	59,862
7	55,192	60,500	62,481
8	57,022	63,226	65,209
9	58,912	66,079	68,060
10	60,868	69,059	71,034
11	62,885	72,171	74,137
12	64,969	75,427	77,377
13	67,124	78,826	80,757
14	72,401	85,818	87,781

Teachers shall advance a step on the salary schedule in the 2022-2023 year.

APPENDIX A-2

2023-2024 Teacher Salary Scale

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>6th Year</u>
1	-	-	-
2	48,217	49,900	51,878
3	49,815	52,150	54,145
4	51,462	54,502	56,511
5	53,172	56,959	58,979
6	54,937	59,528	61,556
7	56,754	62,212	64,249
8	58,636	65,015	67,054
9	60,579	67,949	69,986
10	62,591	71,013	73,044
11	64,665	74,213	76,235
12	66,808	77,562	79,567
13	69,024	81,057	83,042
14	74,450	88,247	90,265

Teachers shall not advance a step on the salary schedule in the 2023-2024 year.

APPENDIX A-3

2024-2025 Teacher Salary Scale

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>6th Year</u>
1	-	-	-
2	49,582	51,312	53,346
3	51,225	53,626	55,677
4	52,919	56,044	58,111
5	54,677	58,570	60,648
6	56,492	61,213	63,298
7	58,360	63,973	66,067
8	60,295	66,855	68,952
9	62,294	69,872	71,967
10	64,362	73,023	75,111
11	66,495	76,314	78,393
12	68,698	79,757	81,819
13	70,977	83,351	85,393
14	76,557	90,744	92,820

Teachers shall not advance a step on the salary schedule for the 2024-2025 year.

APPENDIX B

EXTRA PAY FOR EXTRA WORK

The parties recognize the following dollar amounts as the stipend rates:

Student Council Advisor:	\$1,500
Curriculum & Assessment Coordinators:	\$4,000 each
Yearbook:	\$1,200
Head Athletics Coach	\$2,500
Assistant Athletics Coach	\$2,000
Athletic Director (092 Required)	\$9,500
Musical Director	\$2,500
Assistant Musical Director	\$2,000

Curriculum & Assessment Coordinators shall be responsible for curriculum development, collecting assessment data, leading professional development initiatives, and providing professional development presentations.

Hourly stipend rates for approved work by the Executive Director:

1. All Project Leader positions and work will be created and posted to the entire staff using the estimated hours of work, description of the work to be completed, and will include the total stipend amount using \$30 per hour as a rate.
2. Summer curriculum work will be paid at \$30 per hour based on a prescribed number of hours as determined by the Executive Director
3. The Executive Director has the sole discretion to create and/or eliminate project leader and/or stipend positions based on the needs of the school.

SIDE LETTER OF AGREEMENT: PARKING

The Board will pay up to \$45 per car per month for teachers to park. Teachers shall provide a receipt to receive the reimbursement.

The Board and the Association recognize that parking terms and conditions, including parking fees, are subject to change. In the event the parking terms and conditions change, the Board and the Association agree to negotiate over the impact of any such change. Moreover, the Board and Association will pursue other parking options that provide cost benefits to both parties.

Memorandum Of Agreement

This Agreement is made by and between the Board of Directors for the Interdistrict School for Arts and Communication (hereinafter referred to as the "Board") and the ISAAC Education Association (hereinafter referred to as the "Association"), both of which are sometimes hereinafter referred to as "the parties". The parties hereby agree to the following:

In accordance with the Affordable Care Act (ACA), the Board must abide by rules and regulations governing the small group market, including those related to benefit coverage. These restrictions make it legally prohibitive for the Board to offer its employees the insurance coverage set forth in the parties 2022-2025 contract. As such, the parties have agreed to change from their current plan to the following plan, **2023 Anthem Silver Pathway CT PPO 3000/20%/7000 w/HAS – 75EL**, effective July 1, 2023. The plan design features are as set forth below and in the attached exhibit, see **Exhibit A**. Nothing herein shall be construed as preventing either party from presenting insurance proposals during negotiations for a successor contract beyond the 2022-2025 contract.

ARTICLE 16 Insurance Benefits

- A. The School and eligible full-time teachers shall pay the following percentages toward the costs of the base health insurance plan provided to teacher by the School. Any teacher wishing to enroll in a different health insurance plan offered by the School shall pay the full additional costs for such plan. Premium contributions shall be paid through payroll deduction.

	2022-23	2023-24	2024-2025
Teachers	24%	24%	24%
ISAAC	76%	76%	76%

- B. The School shall provide full-time teachers with term life insurance coverage in the amount of forty thousand (\$40,000) dollars.
- ~~C.~~ Any full-time employee who is eligible for the health insurance coverage provided by the School in accordance with the provisions of this Agreement and who elects not to participate in such insurance coverage shall receive a payment of seven hundred fifty (\$750) dollars in lieu of such insurance.
- D. The Board shall have the right to self-insure for any of the insurance benefits described in this Article and/or to change administrators/carriers/plans for any of the insurance benefits, provided that the overall level of benefits, when considered as a whole, remains substantially comparable to the overall level of benefits in effect immediately preceding any such change.

- E. Participation in any of the insurance benefits provided under this Agreement shall be subject to the eligibility requirements of the carriers.
- F. High Deductible/Health Savings Account Plan – **Anthem Blue Cross HSA Silver Option**
1. The sole insurance plan provided by the Board shall have a high deductible of ~~\$2,500/5,000~~ **\$3,000/\$6,000**.
 2. A Health Savings Account shall be made available for any teacher enrolled in the plan. Any teacher hired with an effective date prior to or on the first day of the teacher work year who elects to enroll in the HDHP Plan shall receive full funding of the Board's portion of the HSA contribution, as set forth below. Teachers hired with an effective date after the first day of the teacher work year, or teachers who experience a qualifying event after open enrollment or the contract year will receive a pro-rata share of the Board's contribution to the HSA. The Board shall make the following contributions toward a qualified Health Savings Account:

In the 2022-23 contract year, the Board shall contribute \$1,000 to the single deductible and \$2,000 to the two person/family deductible. The Board's contributions toward the HSA deductible shall be deposited into the employees' HSA accounts in two equal installments, specifically on or about October 1 and on or about April 1.

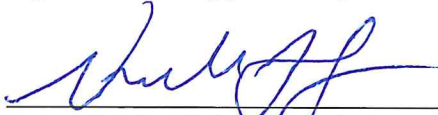
 - b. In the 2023-2024 contract year, the Board shall contribute \$1,000 to the single deductible and \$2,000 to the two person/family deductible. The Board's contributions toward the HSA deductible shall be deposited into the employees' HSA accounts in two equal installments, specifically on or about October 1 and on or about April 1.
 - c. In the 2024-25 contract year, the Board shall contribute \$1,000 to the single deductible and \$2,000 to the two person/family deductible. The Board's contributions toward the HSA deductible shall be deposited into the employees' HSA accounts in two equal installments, specifically on or about October 1 and on or about April 1.
 - d. The parties acknowledge that the Board's contribution toward the funding of the HSA plan 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 HSA deductible for retirees or other individuals upon their separation from employment.
- F. 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 pertaining 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 in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will reopen Insurance Article 15 (Insurance Benefits) for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

4. The provisions set forth in this Agreement shall not establish a practice or precedent for any purpose.

5. This Agreement shall have no effect on any other provision of the parties' collective bargaining agreement and all such other provisions shall remain in full force and effect.

Agreed to and approved by the undersigned, this 5th day of June 2023.



**Interdistrict School for Arts and
Communication**

June 5, 2023

Date



ISAAC Education Association

June 5, 2023

Date