COLLECTIVE BARGAINING AGREEMENT

between the

GOODWIN UNIVERSITY MAGNET SCHOOLS

and the

GOODWIN EDUCATION ASSOCIATION

July 1, 2024 – June 30, 2027

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PREAMBLE

The Goodwin University Magnet Schools (hereinafter referred to as "GUMS"), through its Board of Directors (hereinafter referred to as "the Board"), and the Goodwin Education Association (hereinafter referred to as the "Association"), hereby agree as set forth herein. This Agreement shall constitute the agreement between the Board and the Association in the subject areas covered herein for the duration of the Agreement unless changed by the mutual consent of both parties. Previous agreements in conflict with this Agreement are superseded by this Agreement.

CORE VALUES:

Demanding equity, providing access, facilitating growth, encouraging leadership and expecting excellence is at the core of Goodwin University Magnet School System. The daily decision-making and operations of the Goodwin University Magnet School System will function according to these tenets that support our community, which includes our scholars, families, staff and external partners.

EQUITY – All teachers and members of the learning community will demand equity to provide all scholars with a voice and choice toward a high-quality, integrated education. They will challenge biases, share and listen to differing perspectives, and become passionate co-conspirators.

ACCESS – The Goodwin University Magnet School System will provide access to unique and once-in-a-lifetime opportunities for our community. The Goodwin University Magnet School System will open doors to exceptional academic and professional careers.

GROWTH – All teachers and members of the learning community will facilitate growth and understanding in our community through compassionate and diverse methods of communication and education. They will welcome the development of our communities' physical, mental and spiritual well beings through supportive and open-minded practices.

LEADERSHIP – All teachers and members of the learning community will encourage leadership and accountability amongst our community members to prepare scholars to move forward in the world as active citizens, change-makers, innovators, critical thinkers and problem solvers.

EXCELLENCE – All teachers and members of the learning community will expect excellence from our community, whether that be academically, professionally or personally. They will empower ourselves and each other to uphold high standards in everything we do.

ARTICLE 1 EQUITY STATEMENT

The Goodwin University Magnet School System intentionally disrupts the historical imbalance of power and privilege that continues to marginalize our scholars and community. As a reflective system, all teachers and members of the learning community strive to eradicate the biases and prejudices of race, socioeconomic status, gender identity and expression, education, age, ability, ethnicity, culture, sexual orientation, language, nationality, and religion that impact our scholars as they pursue their education. Therefore, all teachers and members of the learning community honor and affirm the diverse experiences of others to empower scholars to create a more just and equitable world.

ARTICLE 2 RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative of all employees in the "teachers' bargaining unit" as defined by Conn. Gen. Stat. § 10-153b(a).
- B. The Board agrees that it will not negotiate or confer with any individual or organization of teachers, other than the Association as long as said Association retains organizational recognition status.
- C. It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility, and prerogative to direct the operation of GUMS in all its aspects, including but not limited to the following:
 - 1. To create, abolish or maintain programs and other educational activities as, in its judgment, will best serve the interest of GUMS;
 - 2. To decide the need and type of facilities;
 - 3. To determine the care, maintenance, and operation of facilities with buildings, lands, apparatus and other property in its control;
 - 4. To employ, assign, and transfer teachers, and to prescribe and enforce rules and regulations for the maintenance of employee discipline and for the performance of work;
 - 5. To prescribe rules for the management, studies, classification and discipline for GUMS programs;
 - 6. To decide textbooks, curriculum, and procedures to be used to implement programs;
 - 7. And, in general, to control, supervise, and manage the operations of the GUMS and its professional staff under governing laws, and to establish or continue policies, practices and procedures for the conduct of Board business and the management of its operations, and from time to time, to change or abolish such policies, practices or procedures.

These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of the specific terms and provisions of this Agreement.

ARTICLE 3 FULL AND COMPLETE AGREEMENT

- A. This Agreement contains the full and complete agreement between the Board and the Association on all negotiable issues and neither party shall be required during the term thereof to negotiate upon any issue, whether it is covered or not covered in this Agreement. Any item not covered in this Agreement may be governed by existing policies, rules or regulations of the Board, or by the modification of existing policies, rules and regulations or the adoption of new policies, rules or regulations.
- B. In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

ARTICLE 4 DEFINITIONS

- A. In the construction of the articles of this Agreement, words and phrases shall be construed according to the commonly approved usage of the language, except that terms of art, those words which have acquired a special meaning in education or collective bargaining, shall be interpreted accordingly.
- B. As used in this Agreement, the following terms shall have the respective meaning as set forth below:

1.	"Board"	The GUMS Board of Directors	
2.	"Association"	The Goodwin Education Association	
3.	"Teacher"	A member of the teachers' bargaining unit as defined under the Recognition Article.	
4.	"Association	Representative" A duly designated representative of the Goodwin Education Association. The Association President shall submit a list of officers of the Association to the Superintendent in October and shall keep this list current. Any communications from anyone on such list shall be deemed to reflect the position of the Association.	
5.	"Days"	School days, unless otherwise specifically stated in the contract. After the last teacher work day, and prior to the first teacher work day of the following year, days shall mean business days on which the Board's central office is open.	

ARTICLE 5 SALARIES

A. The salary schedules for members of the bargaining unit are attached to this Agreement as Appendix A.

B. Salary Payments

Teachers shall choose either a salary payment of twenty-two (22) equal payments (September - June), or a salary payment based on 1/26th of the total contracted salary of twenty-one (21) equal payments (September - June) with the balance due at the close of school in June, or shall be paid an annual salary in twenty-six (26) equal installments (September - August), and will receive such installments by direct deposit on Fridays, on a biweekly basis. With the last paycheck in June, GUMS shall notify staff of the date of the first paycheck in September. Teachers shall be paid by direct deposit prior to any official holiday period in order for teachers to receive their pay in a timely fashion so that no payments are received after a scheduled pay date. Teachers may designate for direct deposit any bank doing business in the United States that is capable of providing direct deposit without charge to GUMS.

ARTICLE 6 PAYROLL DEDUCTIONS

- A. In addition to those payroll deductions required by law, additional payroll deductions may be made from teachers' salaries to the following agencies and for the following purposes. All requests for deductions must be in writing on approved authorization forms.
 - 1. Teachers who are employed by GUMS may enroll in any bank/credit union that participates in any direct deposit system.
 - 2. Tax Sheltered Annuity Plans Teachers may make private arrangements for annuity investments in conformity with the applicable provisions of the Internal Revenue Code. Determination of (a) a tax sheltered annuity carrying institution, or (b) a tax sheltered private investment option must be in writing to the Superintendent by September 1st for the following school year. The number of tax sheltered annuity plans shall be limited as follows:
 - a) As annuities are dropped from the current list of allowed ones, the new total becomes the new maximum allowed.
 - b) When, through attrition, the list of allowed annuities reaches five, a further decrease may be offset by the addition of a new annuity that does not have to follow the guidelines of Section 3.
 - c) If a new annuity is desired before the allowed list is below five, five or more people must agree to enroll in it. An existing annuity must be dropped to make room on the allowed list.
 - d) Any change in an existing annuity must be made in writing to the Central Office at least fifteen (15) days before the first payday in September, December, April or July.
 - e) New hires may not bring additional annuities unless they are currently on the list.
 - f) New hires have an exemption from the September notification date.

The annual amount invested in a TSA will be translated into a "per pay" deduction based on 22 pay periods. An authorization form must be completed, and it will take at least one pay period to process any new requests or a change in an existing TSA.

- 3. Teachers may participate in the State of Connecticut's 457(b) Retirement Plan. Any deductions under this provision will not be subject to the provisions of Section 2, of this Article.
- B. All requests for deductions or changes in deductions shall be honored no later than thirty (30) days after the first paycheck following the request.

ARTICLE 7 INSURANCE BENEFITS

A. <u>Group Life Insurance</u>

GUMS will pay 80% of the cost of the premium and the employee will pay 20% of the cost of the premium by automatic payroll deduction for \$30,000 in group life insurance premium in the first year of the contract.

B. <u>Health and Medical Insurance</u>

GUMS shall offer the following coverage, subject to the conditions herein stated, to all bargaining unit employees (and their eligible dependents as defined by state and/or federal law), who may at their option participate in such coverage.

- 1. Health Savings Account (HSA)/High Deductible Health Insurance Plan, as summarized in Appendix B, with co-pays and deductions as noted.
- 2. Plan deductibles level will be: \$2,000/\$4,000.
- 3. GUMS contribution to the HSA will be \$750/\$1,500 per year.
- 4. Prescriptions expenses are treated as any other medical expense until the deductible is satisfied. Thereafter, prescriptions are subject to co-payments of \$5 Generic, \$25 Brand Preferred, \$40 brand non-preferred, up to limits of \$500/\$1,000, for total annual out-of-pocket maximums (including the deductible amounts) of \$2,500/\$5,000.
- C. All of the health insurance coverage as noted above shall be provided pursuant to a utilization management program, designed to authorize and coordinate appropriate use of services across the care continuum.
- D. To be eligible to receive health and medical insurance benefits set forth in Section B above, the employee shall annually contribute the following amount for such benefits:
 - 1. <u>Health Savings Account/High Deductible Health Insurance Plan</u>

The employee shall pay 20.5% of the insurance premium cost in 2024-25 by automatic payroll deduction.

The employee shall pay 20.5% of the insurance premium cost in 2025-26 by automatic payroll deduction.

The employee shall pay 20.5% of the insurance premium cost in 2026-27 by automatic payroll deduction.

2. Basic Dental Plan With Rider A

The employee shall pay the same percentage of premium for dental as they contribute to health insurance, by automatic payroll deduction. Employees participating in the total medical benefit plan may elect not to participate in the dental plan. Employees who are not enrolled in the total medical benefit plan may elect participation in the dental plan with Rider A at the premium cost share noted above, if and when the plan is modified to permit such enrollment.

- E. Only certified professional staff who are 0.6 FTE or higher shall be eligible for insurance benefits.
- F. All insurance coverages shall be provided in accordance with the terms of the insurance carrier or third-party administrator administering the plan. Disputes concerning an employee's eligibility or entitlements to the benefits contained herein are matters which are to be resolved by the employee and the insurance carrier or third party administrator administering the plan and are not subject to the grievance procedure.
- G. The above noted plans shall be on file in the Business Office.
- H. All insurance benefits are provided subject to and in accordance with the terms of the respective insurance carriers.

In any case where the name of a particular company or a specific plan has been used in this Article, the intent is to indicate a general type of insurance and not to establish a relationship with one particular company, any specific plan, or any cooperative group. In each case, GUMS is free to seek substantially equivalent benefits, when viewed as a whole, through other means, either in whole or in part. Other means may include insuring with other companies, self-insuring, or participating in a cooperative, consortium, or other collaborative process, such as provided under Conn. Gen. Stat. § 7-46a or otherwise allowed by law.

- I. The Board will arrange for informational sessions with the employees covered by such insurances in order to provide for the smooth transition in the practices and procedural changes that might occur because of the change in carriers or change in administration of benefits.
- J. No later than the effective date of this Agreement, the Board shall implement and maintain a Section 125 Salary Reduction Agreement which will be designed to permit exclusion from taxable income of the employee's share of health and life insurance premiums. The Board makes no representations or guarantees as to the initial or continued viability of such a salary reduction agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the

Association or any teacher covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the salary reduction agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.

- K. For plan participants who may not be eligible (Medicare enrolled or receiving benefits from TriCare or VA) for the HDHP/HSA plan, the Board shall make available a HDHP/HRA plan with the same deductible funding as received by HSA participants, offered on the same terms and conditions. HRA participants can roll over funds remaining on the HRA account up to the deductible or amount permitted by IRS regulations.
- L. Should any Federal statute or regulation be mandated to trigger the imposition of an excise tax or similar excess charge with respect to any of the contractually agreed upon insurance plans offered in the parties' Agreement or otherwise cause a substantial increase in the cost of health insurance, the parties agree to commence midterm negotiations on the issue of health insurance in accordance with the Teacher Negotiation Act.

ARTICLE 8 LEAVES OF ABSENCE

A. Sick Leave

- 1. Teachers shall be entitled to 15 days per year sick leave for personal illness, personal injury or medical appointments which cannot be scheduled outside of work hours, cumulative to 175 days. Sick days may be used in full or half day increments. Sick leave days will be prorated for any partial year of service. Teachers employed by LEARN at GUMS during the 2023-24 school year and employed by GUMS as of July 1, 2024 shall carryover all accumulated sick days earned while employed by LEARN as their starting accumulation for employment by GUMS on July 1, 2024.
- 2. Teachers may use up to five (5) days per year of accumulated sick leave for family illness that is not designated as leave through the federal Family and Medical Leave Act. Teachers may use up to ten (10) days per year of accumulated sick leave in the event of a leave for a family illness that has been approved through the federal Family and Medical Leave Act.
- 3. Medical certification may be requested for absences longer than three (3) days or if the Superintendent has reasonable cause to believe that a teacher is abusing sick leave. GUMS may choose to send the teacher to a physician of GUMS' choosing. In that circumstance, any out-of-pocket medical expenses connected with such certification shall be paid by the Board. The teacher shall provide a copy of the certification to the Superintendent.
- B. <u>Personal Leave</u>

Up to a maximum of five (5) days, without a loss of pay, will be granted for personal days to attend to emergencies, religious observances, legal matters, and/or personal business of a serious nature that cannot be attended to outside of the normal workday or work year.

- 1. When leave is taken, the request for such leave shall be stated in writing and forwarded to the building principal at least two (2) days before the leave is taken, unless it is not possible due to an emergency. Such request must state whether the leave is requested to attend to an emergency, religious observance, legal matter, and/or personal business of a serious nature that cannot be attended to outside of the normal workday or work year.
- 2. Personal days shall not be used for vacation, or the day immediately prior to or after a holiday/school vacation. When a teacher has a known scheduled event, such as a wedding, graduation, or religious holidays or observation, which falls on a day prior to or after a vacation, approval shall be at the discretion of the Superintendent.

C. <u>Bereavement Days</u>

Up to three (3) days may be granted to each employee for bereavement purposes for a death in the immediate family, defined as an employee's spouse, child, grandchild, parent or spouse's parent, grandparent or spouse's grandparent, or sibling or spouse's sibling. In extenuating circumstances, the Superintendent may grant additional days.

D. <u>Professional Days</u>

Upon application to and approval of the Superintendent or designee, an employee may be granted three professional days.

E. <u>Sick Leave Severance Pay</u>

Upon retirement (as defined by the State Teacher Retirement Act) or death, a Goodwin teacher with a minimum of fifteen (15) years of service with LEARN will receive, or such teacher's estate will receive, a severance payment based on twenty-five percent (25%) of the teacher's then accumulated sick leave days to a maximum of 150 days, based on the teacher's current salary at the time of retirement or death.

In order to be eligible for this sick leave severance pay, the teacher must have been employed by LEARN on June 30, 2012 and must provide written notice of retirement on or before November 1 of the school year at the end of which the retirement will be effective.

F. Jury Duty

The Board recognizes that staff members have an obligation to serve as members of juries. Staff members who are called to jury duty will notify the Superintendent as soon as possible regarding the date of jury duty. Staff members who serve on juries during the regular work year will be paid their regular salary for the duration of the commitment. Any monetary compensation, except for travel reimbursement, paid to the staff members by the court for such duty must be remitted to GUMS. Staff members shall submit a professional leave request (without an actual loss of professional leave days) to the Superintendent prior to serving on a jury.

<u>ARTICLE 9</u> EMPLOYEE BENEFITS FOR PART-TIME TEACHERS

In order to be eligible for insurance benefits, teachers must be 0.6 FTE or more. Personal leave and sick leave for part-time employees will be prorated based on their actual hours worked.

ARTICLE 10 EXTENDED LEAVES OF ABSENCE

- A. A teacher may be granted an extended leave of absence without pay or benefits. A teacher on a leave of absence is responsible for notifying the Superintendent prior to January 31 of the current school year of the teacher's intention to return to a teaching position the opening day of the next school year. Failure to so notify the Superintendent or failure to return after notification shall be deemed a resignation from GUMS.
- B. To request an extended leave of absence under this Article, a teacher should send a written request to the Superintendent at least 30 days in advance when the need is foreseeable. The request should include the reason and dates being requested. The Superintendent or the Superintendent's designee will respond to the request in writing.
- C. The administration will return a teacher who has been on an approved leave of absence to the same or a comparable position which the teacher left. If there is no open or vacant position for which the teacher is certified and qualified, then the application of the Reduction in Force and Recall article shall apply in determining whether the teacher will be able to displace any existing teacher.
- D. The teacher's years of service with GUMS, placement on the salary schedule, accumulated sick leave and other benefits will be the same when the teacher returns to a position as they were when the teacher left to go on approved leave of absence. Teachers who have worked more than one-half (1/2) of the school year prior to a leave will advance on the salary schedule in the same manner as teachers who worked a full year.

ARTICLE 11 REDUCTION IN FORCE AND RECALL

A. <u>Reduction in Force</u>

In the event it becomes necessary to lay off teachers, the Board shall use the following procedures to the extent these procedures are not inconsistent with the applicable provisions of Section 10-151 of the Connecticut General Statutes or other applicable statutes and this agreement.

- 1. Teachers holding a Durational Shortage Area Permit (DSAP) shall not be subject to this provision. The Board shall have the right, in its sole discretion, to terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file or pursue a grievance with respect to subject action. DSAP holders shall have no recall rights under section (B) of this Article.
- 2. Prior to terminating a teacher contract due to elimination of position or loss of position to another teacher, the Superintendent will give due consideration to the ability to reduce staff by retirements, resignations, transfers, voluntary leaves of absence, non-renewals and terminations for reasons other than position elimination.
- 3. Within the separate categories of non-tenured and tenured teachers, the following criteria shall be used to determine the order of those who are to be released:
 - a. Least number of years of contractual experience (seniority in GUMS).
 - b. Least number of years of contractual experience at GUMS while employed by LEARN.
 - c. Least number of years of contractual experience in any school district.
 - d. Least advanced degree status.

The least senior teacher in the certification area, as determined using a - d, shall be the teacher displaced, provided that GUMS reserves the right to deviate from seniority based on qualifications, evaluations and quality of teaching performance.

For purposes of reduction in force, ECAMP shall be a separate program from the rest of the GUMS system. If a position is eliminated at ECAMP, only teachers employed at ECAMP shall be subject to reduction in force related to that position elimination, utilizing the criteria described above.

4. If a position requires a specific certification(s) or qualification(s), an employee who would otherwise be laid off shall be deemed certified and qualified if such certification or qualification is lacking solely to an administrative or paperwork matter.

B. <u>Recall</u>

- 1. Any laid-off teacher will retain recall for any position, which the teacher is certified and qualified for a period of fifteen (15) months from the date of layoff.
- 2. Recall shall be made in reverse order of lay-offs provided the teacher is certified for the position.
- 3. The Superintendent shall notify the laid-off teachers of vacancies by electronic mail, and upon request by a teacher by mail. Teachers shall notify the Superintendent in writing if they are no longer available for re-employment. It is the responsibility of the teacher to notify the Superintendent of a change of email address, and if the teacher has requested notification by mail, it is the responsibility of the teacher to notify the Superintendent of a change in mailing address.
- 4. The teacher must accept or reject an appointment in writing within fifteen (15) calendar days from the Superintendent's recall notification.
- 5. If the teacher rejects the appointment offer or does not respond according to the above procedure, the name of the teacher will be removed from the recall list and the teacher will forfeit all recall rights.

ARTICLE 12 GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to equitably resolve any alleged breaches of this contract through open and honest discussion at the lowest possible administrative level. Both parties agree that the proceedings will be kept as confidential as is appropriate.
- B. <u>Definitions</u>
 - 1. "Grievance" shall mean a claim of a violation of a specific term or terms of this contract to the detriment of a teacher or group of teachers.
 - 2. "Teacher" shall mean any member of the bargaining unit.
 - 3. "Grievant" shall mean the person or persons making the claim or the Association.
 - 4. "Days" shall mean days when school is in session, except after May 1st when days shall mean calendar days, so that the matter may be resolved before the end of the school terms or as soon as possible thereafter.

C. <u>Time Limits</u>

- 1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the grievant and the appropriate administrator.
- 2. If a teacher does not file a grievance in writing within fifteen (15) days after he knew or should have known of the act or conditions on which the grievance is based, then the right to grieve on that issue shall be considered 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 to render a decision within the specified time limits shall allow the grievant to proceed to the next level of the procedure.

D. Informal Procedure

If a teacher feels that they may have a grievance, the teacher shall first discuss the matter with the teacher's building principal or other administrator at the lowest appropriate level in an effort to resolve the problem informally.

E. Formal Procedure

- 1. Level One Building Principal
 - a. The grievant shall file a written formal grievance with the building principal specifying the term or terms of the contract that the grievant believes have been breached and a proposed remedy.
 - b. Within five (5) days after the receipt of the formal grievance, the building principal will hold a meeting with the grievant.
 - c. The building principal shall, within four (4) days after the hearing, render their decision and reasons in writing to the grievant.
- 2. Level Two Human Resources Director
 - a. If the grievant is not satisfied with the disposition of the grievance at Level One, the grievant may, within five (5) days after the decision or seven (7) days after the Level One meeting, file the grievance with the Human Resources Director.
 - b. The Human Resources Director shall, within five (5) days after the receipt of the referral, meet with the grievant.
 - c. The Human Resources Director shall, within five (5) days after such meeting, render their decision and the reasons in writing to the grievant.

- 3. Level Three Superintendent
 - a. If the grievant is not satisfied with the disposition of his grievance at Level Two, the grievant may, within five (5) days after the receipt of the decision or eight (8) days after the meeting with the Human Resources Director, file the grievance with the Superintendent.
 - b. The Superintendent shall, within ten (10) days after receipt of the grievance, meet with the grievant for the purpose of resolving the grievance.
 - c. The Superintendent shall, within five (5) days after such meeting, render their decision and the reasons in writing to the grievant.
- 4. Level Four Arbitration
 - a. If the Association and the grievant are not satisfied with the disposition of the grievance at Level Three, the Association may, within ten (10) days after the decision of the Superintendent, submit the grievance to arbitration by notifying the Superintendent of its intent to do so. If the Association and the Superintendent cannot mutually agree upon a single arbitrator to hear the grievance within three (3) days of the notice of intent to submit to arbitration, then the Association may submit the grievance to arbitration by filing a demand for arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The American Arbitration Association shall then act as the administrator of the procedures.
 - b. The arbitrator selected shall confer promptly with the representatives of the Board and the Association, shall review the record of prior hearings, and shall hold such further hearings as the arbitrator shall deem requisite.
 - c. The arbitrator shall be bound by the Voluntary Labor Arbitration Rules. The arbitrator shall hear only one grievance at a time. The arbitrator shall have no power to add to, delete from, or modify the agreement. The arbitrator shall decide initially questions of arbitrability, subject to the right of each party to submit such questions to de <u>novo</u> court review. The decision of the arbitrator shall be submitted to the Board of Directors and to the Association and, subject to law, shall be final and binding.
 - d. The costs of the services of the arbitrator shall be borne equally by GUMS and the Association.

F. <u>Rights of Teachers to Representation</u>

- 1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.
- 2. The grievant may be represented at level two and three of the grievance procedure by a person of his own choosing provided, however, that such person

shall not be an official or a representative of any other teacher organization. When a teacher is not represented by the Association, the Association shall be notified and have the right to be present and to state its views at any level of the grievance procedure.

G. <u>Miscellaneous</u>

- 1. All documents, communications and records generated by a grievance shall be filed separately from the personnel files of the participant.
- 2. Forms for filing and processing grievances and other necessary documents shall be prepared by the Association and by the Superintendent.
- 3. If the grievance occurs as the result of an action by other than the teacher's immediate supervisor or affects a group or class of teachers, the grievance may be processed immediately at the level at which it occurs. In such a case, the grievance shall specifically identify the group and the alleged damage suffered by that group.
- 4. Meetings held under this procedure shall be conducted on non-school time at a place which will afford a fair and reasonable opportunity for all persons proper to be present and to be heard. If, at the option of GUMS, hearings are held during school hours, persons proper to be present shall be excused from work without loss of pay.
- 5. The Association may elect to process any grievance of any teacher, grievant, group of individuals or party in interest, on its own behalf at any step of the grievance procedure.

ARTICLE 13 DEGREE DEFINITIONS

Salaries listed in the appendices of this Agreement shall be interpreted and applied in accordance with the following definitions:

- 1. <u>Bachelor</u>: A Bachelor's Degree earned at an accredited college or university.
- 2. <u>Masters/Bachelor Plus 30</u>: A Master's Degree earned at an accredited college or university relevant to the teacher's job responsibilities, or the completion of 30 graduate level credits subsequent to and beyond the baccalaureate degree in a program approved by an accredited college or university and relevant to the teacher's job responsibilities. Teachers seeking placement in the Masters/Bachelors +30 lane must obtain written approval in advance from the Superintendent who shall determine whether or not a Master's Degree or a 30 graduate level credit program is relevant to the teacher's job responsibilities.
- 3. <u>Sixth Year/Masters Plus 30</u>: A second Master's Degree in a discipline other than the discipline in which the initial Master's Degree was obtained or the completion of 30 graduate level credits beyond and subsequent to the Master's Degree in a program approved by an accredited college or university; or a sixth

year certificate from an accredited college or university; or a Master's Degree from an accredited college or university requiring a minimum of sixty credits. All of the above shall be relevant to the teacher's job responsibilities and must be approved for lane placement in advance by the Superintendent who shall determine whether or not such programs are relevant to the teacher's job responsibilities. In order to receive 30 graduate level credits beyond the Master's Degree, the 30 credits must be taken subsequent to the Master's Degree.

4. <u>Doctorate</u>: A Ph.D or Ed.D earned at an accredited college or university relevant to the teacher's job responsibilities. Only teachers who attained their Doctorate Degree or were enrolled in a program approved by LEARN to earn their Doctorate Degree as of June 30, 2024 shall be eligible for placement on this salary lane.

Teachers who were placed on a lane in the salary schedule based on previously negotiated definitions by LEARN prior to June 30, 2024 shall continue with the same placement even if they do not meet the current degree definitions above.

ARTICLE 14 PLACEMENT ON THE SALARY SCHEDULE

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

- 1. Degree status as defined under Degree Definitions Article.
- 2. The Superintendent may grant one year of credit on the salary schedule to new employees for each year of full-time teaching service. Any school year of which one-half or more is worked shall count as a school year. Intermittent and short-term substituting is not credited as previous teaching experience.
- 3. The Superintendent may grant up to one year of credit on the salary schedule, for each full year of experience outside of teaching and for teaching or teacher related experience in non-certified positions deemed appropriate to the position by the Superintendent.
- 4. Any teacher seeking a change in degree status shall request such change in writing to the Superintendent by December 30 of the prior school year. Contingent upon receipt of documentation demonstrating that the teacher has met the requirements under the Degree Definitions Article, the teacher shall be placed on the appropriate salary lane commencing with the beginning of the next fiscal year following the request.

ARTICLE 15 DUES DEDUCTION

A. <u>Dues Deductions</u>

- 1. Teachers who wish to join the Association may voluntarily authorize GUMS to deduct dues from their wages. The Association shall, at least thirty (30) days prior to the beginning of each school year, give written notification to the Business Office of the amount of its dues and those of the CEA and NEA which are to be deducted in that school year under proper wage authorization in writing. Only one deduction shall be made for these dues and paid to the local Association.
- 2. A teacher who ceases to be a GUMS employee, for whatever reason, during the school year shall be responsible for the pro-rated portion of any annual dues to the date of the teacher leaving the system.
- 3. The right to refund to employees money deducted from their salaries under such authorization shall lie solely with the Association. The Association agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deduction.
- 4. The Association shall indemnify and save the Board and/or GUMS and its agents harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.
- B. GUMS agrees to deduct dues bi-weekly over twenty-two (22) pay periods, as certified by the President or Treasurer of the Association, from the salaries of all employees covered by this Agreement who submit to GUMS a written authorization for such dues deduction.
- C. No later than September 15 of each school year, GUMS shall provide the Association with a list of all employees of GUMS in the bargaining unit. GUMS shall notify the Association president and treasurer on the first of each month the exact date of hiring or exact date of termination of bargaining unit members.
- D. When the Board conducts a new teacher orientation, the Association shall be included on the agenda of such orientation.

ARTICLE 16 PERSONAL INJURY BENEFITS

Whenever a teacher is absent from school as the result of personal injury caused by an accident arising out of and in the course of the teacher's employment, GUMS shall continue to pay said teacher their full net salary (less the amount of Workers' Compensation award made for temporary disability due to said injury) for a period of 45 days following the injury or to the point of maximum recovery, whichever occurs first. No part of such absence shall be charged to the teacher's annual or accumulated sick leave. At no time, however, will payments be made

that will result in the teacher taking home more pay than the teacher would have had the teacher remained working. Teachers may apply days proportionately to any additional of Workers' Compensation leave to make up the difference in compensation between Workers' Compensation and net salary.

ARTICLE 17 TEACHING ASSIGNMENTS

- A. The assignment of teachers within GUMS is the responsibility of the Superintendent or designee. In determination of assignments, first consideration shall be the best interests of GUMS students and the most effective utilization of existing staff as determined by the Superintendent.
- B. Teachers shall be notified of their assignments for the coming school year, including the schools to which they will be assigned and the grades and/or subjects they will teach by June 1, if possible, or within a reasonable period of time.
- C. Vacancies shall be posted for five (5) days. Vacancies are those remaining positions after all internal, transfers and changes in assignment have been completed by administration. During the summer months, teachers who notify GUMS by email by the close of school in June of their interest in an open position shall be e-mailed a list of such positions two (2) weeks prior to the closing of applications.

ARTICLE 18 TEACHERS TRANSFERS

- A. Teachers who desire to transfer to another position or desire a change in assignment shall file a written statement of such desire with the Superintendent or designee on or before June 1, under normal circumstances. Such statement shall include a description of the position to which the teacher desires to be assigned. Requests from teachers will be honored to the extent that the request does not conflict with the best interests of the school system and students, as determined by the Superintendent.
- B. An involuntary transfer shall be made only after a meeting and discussion between the teacher involved and the Superintendent or his/her designee, at which time the teacher shall be notified of the reasons for the transfer.
- C. When an involuntary transfer is necessary, the Superintendent shall decide which teacher is to be transferred based on the best interests of the students of GUMS and the most effective utilization of existing staff as determined by the Superintendent.

ARTICLE 19 STIPENDS

- A. Teachers will have the opportunity to apply for stipend positions. Such positions will be posted with a position description, inclusive of duties, responsibilities, projected time commitments and projected stipend.
- B. Stipends will be a flat amount, based on the projected time commitment for the project.
- C. GUMS will provide to the Association at the start of each school year a list of the

anticipated stipend positions for that school year. The Superintendent retains the right, at his or her discretion, to create and eliminate stipend positions, notwithstanding a position being on such list.

- D. Hourly stipend rates for approved work will be as follows:
 - 1. Teaching students outside of the regular work day, such as tutoring: \$37.74 per hour in 2024-25, \$38.49 per hour in 2025-26 and \$39.26 per hour in 2026-27.
 - 2. Assigned consulting and curriculum work: \$34.68 per hour in 2024-25 35.37 per hour in 2025-26 and \$36.08 per hour in 2026-27.
- E. Attendance at PPTs Outside of the Work Day or Work Year

Required attendance at PPTs beyond the normal work year, on non-school days, or before or after the work day shall be compensated at the rate of \$35 per hour provided the staff member has met the five meeting requirements of Article 24. The rate shall be \$35.70 per hour in 2025-26 and \$36.41 per hour in 2026-27.

ARTICLE 20 PROTECTION OF TEACHERS

- A. Teachers shall report immediately in writing to their immediate supervisor and to the Central Office all cases of injury from assault suffered by them in connection with their employment.
- B. Such report shall be forwarded through the Superintendent to the Board which will comply with any request from the teacher for information in its possession not privileged under law which relates to the incident or the persons involved.

ARTICLE 21 EMPLOYMENT YEAR

The employment year at GUMS will be 188 days (or 189 days in the case of new hires). Upon written notice on or before May 1st of the previous school year, the Board reserves the right to reduce the employment year at GUMS with a concomitant reduction in salary.

School counseling personnel may be required to work up to ten days beyond the teacher's schedule, with additional compensation paid at the applicable per diem rate. After consultation and input from the guidance personnel, the scheduling and staffing of these extra work days shall be at the discretion of GUMS.

ARTICLE 22 WORK DAY AND PLANNING TIME

- A. The teacher work day shall begin 15 minutes prior to the beginning of the student day and end 15 minutes after the end of the student day.
- B. GUMS shall have a work day of seven (7) hours and fifteen (15) minutes. Upon written notice on or before May 1st of the previous school year, the Board reserves the right to shorten the workday at GUMS with a concomitant reduction in salary.

- C. Teachers are entitled to planning time within the student work week. Teachers will have 200 minutes of duty-free time per full week of school for individual planning. The Administration will make reasonable efforts to schedule meetings and/or consultations, including, but not limited to, IEP and 504 meetings, outside of the teacher's scheduled planning time.
- D. Teachers at the middle school and high school are responsible for teaching six (6) class periods and may have up to three (3) preparations.
- E. The parties agree that GUMS and the Association will research, meet annually, and discuss ways in which planning time and time before and after student day may be equitably distributed among bargaining unit members.

ARTICLE 23 MEETINGS

Teachers required by the administration to attend more than five (5) meetings per month, which under normal circumstances will last for up to one (1) hour in length, excluding staff meetings of an emergency nature, shall be paid at the rate of \$30 per hour per meeting beyond five (5) meetings per month. In the case of emergency, the Superintendent will submit a letter to the Association President within ten (10) days after such meeting explaining the emergency. Meetings do not include consultation among and between staff members, voluntary meetings, or meetings called by a local school district. Meetings will be scheduled at the beginning of each month by the Superintendent or his/her designee.

ARTICLE 24 CHILDREARING PROVISIONS

- A. Any teacher shall be entitled, upon written request submitted to the Superintendent, to a leave without pay, for purposes of child rearing, apart from any period of child birth disability leave. Such employee shall be entitled to such leave for any school year, or a reasonable portion thereof, in which the child is born, adopted, or fostered, and for one additional school year or half year if requested by the employee.
- B. Such childrearing leave shall be subject to the following conditions:
 - 1. Employees requesting leave shall submit not less than thirty (30) days written notice of the anticipated date of commencing such leave.
 - 2. A teacher on the above-noted leave shall be entitled to purchase group insurance at group rates in accordance with law and in accordance with the terms of the insurance carriers.
 - 3. The employee shall notify the Superintendent at the time of taking leave when the employee shall return to work. The employee may only return to work at the beginning of the first semester or the beginning of the second semester of a school year. In the event of an unfortunate circumstance, a teacher with the mutual agreement of the Superintendent may return at an earlier date. Failure to return to the position at the time designated shall be deemed to be a resignation.

ARTICLE 25 CONFERENCE LEAVE

The Superintendent, upon written request from a teacher, may authorize the teacher to attend a conference, institute or other professional meeting related to their teaching activities, with or without loss or pay, and with or without reimbursement for reasonable expenses including registration fees, meals and mileage. The determination of whether requested conference leave will be with or without loss of pay or reimbursement shall be the sole discretion of the Superintendent.

When a teacher is required by the Superintendent or designee to attend a conference, institute or other professional meeting, it shall be without loss of pay and the teacher shall be reimbursed for reasonable expenses including registration fees, meals and mileage.

ARTICLE 26 TUITION REIMBURSEMENT

- A. Teachers may apply for pre-approval of tuition reimbursement for graduate course work (not to include dissertation) from an accredited college or university, including Goodwin University, which would lead to a degree, lead to additional certification endorsement, or be a course within their subject area or related to a goal pursuant to an evaluation plan.
- B. Courses must be completed with a grade B or higher. If a lesser mark is received and the staff member desires, extenuating circumstances may be explained to the Superintendent for the Superintendent's consideration. Courses and institutions must have prior approval of the Superintendent at least fifteen (15) days prior to the start of the course to be eligible for reimbursement.
- C. Graduate study reimbursement for bargaining unit members is payable in one lump sum in the last paycheck in June. The teacher must submit an official grade report or an official transcript from the approved course and a copy of the bill for tuition fees. It is mandatory that an employee be on the staff at the time of payment in order to receive any reimbursement.
- The Board shall budget \$25,000 annually for tuition reimbursement. For Goodwin D. University or University of Bridgeport courses, teachers may be reimbursed up to one hundred percent (100%) of the amount paid by the teacher. For courses at any another accredited college or university, teachers may be reimbursed up to fifty percent (50%)of the actual tuition cost of a three (3) credit UCONN-Storrs course. Reimbursement shall first be granted to eligible teachers who submitted reimbursement requests for Goodwin University or University of Bridgeport courses, or for courses at other approved accredited institutions which are not offered at either Goodwin University or University of Bridgeport, on a first come, first come first served basis. Then, if funds remain, reimbursement shall be granted to eligible teachers for courses at other approved accredited institutions which are offered at either Goodwin University or University of Bridgeport. If requests made by teachers for reimbursement of tuition at other approved accredited institutions exceed the amount of the fund, the total number of classes will be divided into the total account sum and no teacher shall be eligible for more than fifty percent (50%) of the actual amount paid. Reimbursement shall first go

to employees and, only if money remains in the fund after employees are reimbursed shall reimbursement be considered for dependents and spouses.

E. There shall be no course reimbursement for selective admissions programs.

ARTICLE 27 GENERAL PROVISIONS

- A. The Board shall prepare this Agreement and provide sufficient copies for Board members, administrators, and teachers, upon request. This agreement shall also be made available digitally.
- B. Any substantive, serious complaint made to the GUMS administration against a teacher or person for whom the teacher is administratively responsible, by any parent, student, or other person, shall promptly be called to the attention of the teacher. In no case shall any anonymous complaint or other complaint of third parties not investigated by the administration be placed in any teacher's file. A teacher may offer a written statement to the administration regarding any such complaint which is placed in the teacher's file. The administration shall then sign such statement only to acknowledge that it has seen the statement.
- C. No teacher shall be disciplined without pay unless there is just cause. For purposes of this article, the lowest level of discipline for which just cause applies is a written warning.
- D. Application of Federal Family and Medical Leave Act Any leaves provided under this contract which are also covered by the Federal Family and Medical Leave Act shall run concurrently with any entitlement under that Act.
- E. Teachers who are required to travel as part of their job responsibilities (excluding commuting or travel to other GUMS facilities) shall upon submission of documentation be reimbursed for such job-related travel at the IRS rate per mile.

ARTICLE 28 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 29 DURATION

The provisions of this Agreement shall be effective commencing July 1, 2024 and shall continue and remain in full force and effect to and including June 30, 2027.

GOODWIN UNIVERSITY MAGNET SCHOOLS

Date

By

Jacqueline Jacoby, Board Chair

GOODWIN EDUCATION ASSOCIATION

Date

By

Gina Juliano, Association President

APPENDIX A

2024-25 SALARY SCHEDULE				
Step	BA	MA	6th YR	Doc.
2				
3	\$54,965	\$57,200	\$62,712	\$64,316
4	\$56,283	\$58,533	\$64,332	\$66,089
5	\$57,695	\$59,934	\$66,105	\$67,928
6	\$59,110	\$61,334	\$68,028	\$69,852
7	\$62,271	\$62,732	\$69,953	\$71,778
8	\$63,771	\$64,178	\$72,266	\$73,871
9	\$65,348	\$66,351	\$74,170	\$75,864
10	\$68,829	\$69,389	\$75,699	\$77,285
11	\$71,160	\$72,792	\$78,402	\$79,988
12	\$74,358	\$76,783	\$81,806	\$83,192
13	\$77,554	\$80,786	\$85,811	\$87,045
14	\$79,802	\$84,891	\$89,815	\$91,050
15	\$82,945	\$89,096	\$94,319	\$95,254
16	\$89,828	\$94,408	\$99,891	\$100,835
17		\$104,117	\$109,908	\$111,706

2024-25 SALARY SCHEDULE

Effective July 1, 2024, teachers will be placed on the salary schedule in accordance with the TEG agreed upon by the parties.

2025-26 SALARY SCHEDULE				
Step	BA	MA	6th YR	Doc.
2				
3				
4	\$56,283	\$58,533	\$64,332	\$66,089
5	\$57,695	\$59,934	\$66,105	\$67,928
6	\$59,110	\$61,334	\$68,028	\$69,852
7	\$62,271	\$62,732	\$69,953	\$71,778
8	\$63,771	\$64,178	\$72,266	\$73,871
9	\$65,348	\$66,351	\$74,170	\$75,864
10	\$67,797	\$68,348	\$75,564	\$77,126
11	\$70,093	\$71,700	\$77,226	\$78,788
12	\$73,243	\$75,631	\$80,579	\$81,944
13	\$76,391	\$79,574	\$84,524	\$85,739
14	\$78,605	\$83,618	\$88,468	\$89,684
15	\$81,701	\$87,760	\$92,904	\$93,825
16	\$91,175	\$92,992	\$98,393	\$99,322
17		\$105,679	\$111,557	\$113,382

Effective July 1, 2025, teachers who are not on the maximum step shall advance one step on the salary schedule.

2026-27 SALARY SCHEDULE				
Step	BA	MA	6th YR	Doc.
2				
3				
4				
5	\$57,695	\$59,934	\$66,105	\$67,928
6	\$59,110	\$61,334	\$68,028	\$69,852
7	\$62,271	\$62,732	\$69,953	\$71,778
8	\$63,771	\$64,178	\$72,266	\$73,871
9	\$65,054	\$66,052	\$73,836	\$75,523
10	\$67,797	\$68,348	\$75,564	\$77,126
11	\$69,042	\$70,625	\$77,068	\$78,606
12	\$72,144	\$74,497	\$79,370	\$81,715
13	\$75,245	\$78,380	\$83,256	\$84,453
14	\$77,426	\$82,364	\$87,141	\$88,339
15	\$80,475	\$86,444	\$91,510	\$92,418
16	\$86,509	\$91,597	\$96,917	\$97,832
17	\$92,543	\$99,431	\$105,074	\$106,458
18		\$107,264	\$113,230	\$115,083

New step 16 added to the salary schedule to break the bubble. Effective July 1, 2026, teachers who are not on the maximum step shall advance one step on the salary schedule.

Salary schedule shall be re-numbered on June 30, 2027 as shown below and all teachers shall stay at the same salary amount as in the schedule above.

Old New MA BA 6th YR Doc. Step Step 5 \$59,934 1 \$57,695 \$66,105 \$67,928 6 2 \$59,110 \$61,334 \$68,028 \$69,852 7 3 \$62,271 \$62,732 \$69,953 \$71,778 8 4 \$63,771 \$64,178 \$72,266 \$73,871 9 5 \$75,523 \$65,054 \$66,052 \$73,836 6 10 \$67,797 \$68,348 \$75,564 \$77,126 7 \$69,042 \$78,606 11 \$70,625 \$77,068 8 12 \$72,144 \$74,497 \$79,370 \$81,715 13 9 \$75,245 \$78,380 \$83,256 \$84,453 14 10 \$82,364 \$88,339 \$77,426 \$87,141 15 11 \$80,475 \$86,444 \$91,510 \$92,418 16 12 \$86,509 \$91,597 \$96,917 \$97,832 17 13 \$92,543 \$99,431 \$105,074 \$106,458 18 14 \$107,264 \$113,230 \$115,083

June 30, 2027 SALARY SCHEDULE

Stipend Positions	
Class Advisor - 9 th Grade	\$900
Class Advisor -10 th Grade	\$900
Class Advisor - 11 th Grade	\$1,300
Class Advisor - 12 th Grade	\$1,300
Yearbook	\$2,000
Student Council	\$1,300
National Honor Society	\$900
Habitat Center Work	\$5,000

Coordinator Positions

Coordinators shall work 11 months. Compensation for coordinators for the one month beyond the school year shall be calculated by taking 1/10 of the annual salary and paying that amount for the extra month.