AGREEMENT

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BETWEEN

STONINGTON BOARD OF EDUCATION

AND

STONINGTON EDUCATION ASSOCIATION

JULY 1, 2023 - JUNE 30, 2026

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TABLE OF CONTENTS

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	TABLE OF CONTENTS	
<u>ARTICLE</u> NUMBER	TITLE	PAGE
1	PREAMBLE	1
2	POWERS AND DUTIES OF THE BOARD OF EDUCATION	1-2
3	RECOGNITION	2
4	DEFINITIONS	2-3
5	NEGOTIATIONS	3-4
6	CLASS SIZE AND TEACHER LOAD	4
7.	VACANCIES AND TRANSFERS	4
8	PROFESSIONAL DEVELOPMENT	5-6
9	PLANNING/PREPARATION PERIOD	6-8
10	SEVERABILITY	9
11	SABBATICAL LEAVE	9-10
12	ANNUAL SALARY AGREEMENT	10
13	TEACHING ASSIGNMENTS	11
14	DEGREE DEFINITIONS	11-12
15	ILLNESS/SICK LEAVE	12-13
16	DISCUSSION COMMITTEE	13-14
17	BUILDING/DEPARTMENTAL LEVEL MEETINGS	14
18	WITHHOLDING OF SALARY INCREASES	14-15
19	PAYROLL DEDUCTIONS	15-16
20	PLACEMENT ON SALARY SCHEDULE	16
21	PROTECTION OF TEACHERS	16-17
22	GENERAL PROVISIONS	17-18
23	ALLOWANCE UPON RETIREMENT	18
24	LEAVES	19-22
25	LOSS OF PAY	22
26	GRIEVANCE PROCEDURE	23-26
27	WORKDAY	26-27
28	EMPLOYMENT YEAR	27-28
29	EVALUATION OF TEACHERS	28
30	SERVICE REPRESENTATION FEE	28-29
31	INSURANCE BENEFITS	29-32
32	GRADUATE COURSE PAYMENTS	32
33	TEACHERS ASSIGNED TO LESS THAN	
	A FULL-TIME (1.0) TEACHING ASSIGNMENT	32-33
34	REDUCTION IN FORCE AND RECALL	33-36
35	PAYROLL DISTRIBUTION	36
36	EMPLOYEE RIGHTS	36-37
37	DURATION	37
38	SALARY SCHEDULES	38-40
39	SALARY SCHEDULE - ADDED TEACHING DUTIES	41-44
	APPENDIX A – INSURANCE GRID OUTLINE	45-46

AGREEMENT

BETWEEN

STONINGTON BOARD OF EDUCATION

AND

STONINGTON EDUCATION ASSOCIATION

This Agreement is made and entered into between the Stonington Board of Education (hereinafter referred to as the "Board") and the Stonington Education Association (hereinafter referred to as the "Association"), affiliated with the Connecticut Education Association and the National Education Association.

ARTICLE 1 PREAMBLE

- A. This Agreement is negotiated under Section 10-153a through 10-153g of the General Statutes of the State of Connecticut as amended.
- B. The Board and the Association recognize the importance of responsible participation by the entire professional staff included in this Agreement.
- C. In case of conflict between the provisions of this Agreement and the Connecticut General Statutes, the General Statutes shall govern unless it is permissible for the Board to make other provisions, in which case this Agreement shall govern. When the Board Policies and/or Administrative Regulations and the provisions of this Agreement conflict, the provisions of this Agreement shall prevail.

ARTICLE 2 POWERS AND DUTIES OF THE BOARD OF EDUCATION

- A. The Board reserves and retains, solely and exclusively, all its rights, express or implied, to manage the school system and its employees as such rights existed prior to the execution of this Agreement. The Association agrees that the functions and rights of management belong solely to the Board and that the Association will not interfere with the Board's exercise of these rights and functions.
 - 1. <u>Enumerated Rights.</u> The exclusive functions and rights of the Board include, but are not restricted to, the right to: direct the operation of the public schools in the system in all aspects; select and employ new personnel; manage the school system and the direction of its work force; determine methods and levels of financing and budget allocation; provide, when necessary, for the transportation of students; designate the schools to be attended by the children in the system; establish the

number of schools to be utilized by the system; maintain good public elementary and secondary schools and provide such other educational activities as in its judgment will best serve the interests of the system to give the children of the system as nearly equal advantages as may be practicable; maintain and operate buildings, lands, apparatus and other property used for school purposes; decide the textbooks to be used; make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefor; prepare and submit budgets and, in its sole discretion, expend monies appropriated to the Board for the maintenance and operation of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable; determine, and from time to time redetermine, the number of Board personnel and the methods and materials to be employed; select and determine the qualifications of teachers required to promote the efficient operation of the school system; distribute work to teachers in accordance with the job content and job requirements determined, and from time to time redetermined, by the Board; establish assignments for teachers; transfer teachers; determine the procedures for promotion of teachers; create, enforce and, from time to time, change rules and regulations concerning discipline of teachers; discipline, suspend or discharge teachers; and, otherwise take such measures as the Board may determine to be necessary to promote the orderly, efficient and safe operation of the school system.

2. <u>Unenumerated Rights.</u> The listing of specific rights in subsection (1) of this section is not intended to be all inclusive, restrictive or a waiver of any rights of the Board not listed which have not been expressly and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

ARTICLE 3 RECOGNITION

- A. The Board hereby recognizes the Stonington Education Association as the exclusive representative of all certified professional employees in positions requiring a teaching or other certificate, including DSAP ("durational shortage area permit"); and are not included in the Administrators' Unit or excluded from the purview of Sections 10-153a to 10-153n, inclusive; the Association having been designated pursuant to a petition signed by a majority of said employees and certified by the Board on October 27, 1965. The Stonington Education Association is affiliated with the Connecticut Education Association and the National Education Association hereinafter referred to as the "Association".
- B. The Association hereby accepts the recognition and certification as herein provided.

ARTICLE 4 DEFINITIONS

A. In the construction of these individual Articles of Agreement, words and phrases shall be construed according to the commonly approved usage of the language. Technical words and phrases that have acquired a peculiar and appropriate meaning in education, shall be

construed and understood according to the "Definition of Terms" listed in Section B of this Article.

B. <u>Definition of Terms</u>

- 1. <u>"Board"</u> The Board of Education of the Town of Stonington, Connecticut.
- 2. <u>"Association</u>" the Stonington Education Association, Connecticut Education Association and the National Education Association.
- 3. <u>"Superintendent"</u> The Superintendent of Schools for Stonington or his/her designee.
- 4. <u>"Teacher"</u> all personnel as defined in Article 3, Recognition Clause.
- 5. <u>"Association Representative"</u> the duly designated representative of the Stonington Education Association for each school building.
- <u>"PR&R Committee"</u> the Professional Rights and Responsibilities Committee of the Stonington Education Association.
- 7. <u>"Teacher's Initial Agreement"</u> the agreement issued to each teacher upon employment for a probationary period in the Stonington School system in accordance with the Connecticut Tenure Act 10-151, as amended.
- 8. <u>"Teacher's Long-Term 'Agreement"</u> the agreement issued to each teacher in accordance with the provisions of the Connecticut Tenure Act, Section 10-151, as amended.
- 9. <u>"Teacher's Annual Salary Notice Letter"</u> the yearly notice letter issued to each teacher denoting his/her step on the negotiated salary schedule and the method of payment thereof.
- 10. <u>**"Tax Sheltered Annuity Plans"**</u> those plans in which professional employees are eligible to participate. Under this Agreement only those companies that enroll a minimum of three (3) employees and are licensed and approved by the Commissioner of Insurance for the State of Connecticut shall be eligible to participate.

ARTICLE 5 <u>NEGOTIATIONS</u>

The Association and the Board agree to negotiate in good faith in accordance with State Statutes and the procedures set forth herein to secure a successor Agreement relative to all matters concerning salaries and other conditions of employment. The Agreement so negotiated shall be reduced to writing and signed by the parties. Either party may, if it so desires, utilize the services of outside consultants, negotiators or attorneys and may call upon professional and lay representatives to assist in the negotiations.

ARTICLE 6 CLASS SIZE AND TEACHER LOAD

The parties recognize the desirability from both an educational viewpoint, and the viewpoint of providing a good working environment for teachers, of limiting students participating in a class and of equalizing, as much as possible, the number of students assigned to various classes conducted within a grade level or subject area. To that end, it is the policy of the Board to limit class size and to equalize class size to an extent consistent with sound educational principles and the fiscal and physical facilities of the system.

In like manner, teacher load, specifically teaching classes per day or per week and different preparations per day or per week, should also be limited whenever possible to an extent consistent with the same sound educational principles and the fiscal and physical facilities of the system.

For the purpose of reasonable class size, consideration must be given to students with special learning needs and their ability to function in a normal classroom environment.

ARTICLE 7 VACANCIES AND TRANSFERS

A. Vacancies

All vacancies for bargaining unit positions will be adequately publicized. This means, at a minimum, that a notice will be posted electronically on the Board's website and an email will be sent to all teachers to the teachers' District email address clearly setting forth a description of the qualifications for the position, including the duties and salary range where applicable.

Vacancy notices will be posted as far in advance as possible, ordinarily at least fifteen (15) calendar days before the final date when applications must be submitted. If the Superintendent deems that it is not necessary to repost a position due to the proximity of the vacancy to a previous posting or if the Superintendent and the Union agree that a posting is either not necessary or may be posted for a shorter period, the fifteen (15) calendar day period will not apply. In filling vacancies, preference will always be given to the best qualified candidate.

B. Transfers

Teachers may be transferred for the good of the school system to any teaching assignment for which they are certified.

The transfer must be discussed with the teacher concerned before it is implemented.

ARTICLE 8 PROFESSIONAL DEVELOPMENT

A. <u>STATEMENT OF PRINCIPLES</u>

- 1. Professional development will be defined as any exercises or programs that teachers need to know and be able to do to improve instruction that advances student learning. These exercises or programs may include workshops, seminars, and activities involving the application of learning in school-based settings, e.g., action research study teams, curriculum development, teacher visitation, problem-solving groups, extended curriculum-based learning, school-wide improvement initiatives, and other such activities which enhance the ability of teachers to increase student learning.
- 2. Professional development programs may be recommended by the professional teaching staff but must be approved by the administration prior to implementation. Approved programs will be conducted and directed by the administration.
- 3. Professional assistance in the development of a program may be requested by the program administrator based upon the demands of the program. Professional staff assistance may be rendered on a voluntary basis and/or as part of a teacher professional growth plan.
- 4. In accordance with CSDE, professional development activities shall be designed to enrich or improve the skills, knowledge and abilities of educators to advance student learning. The content of such activities shall be guided by building, district, and state expectations and goals for student performance, actual student performance as measured by a variety of incidences, and what teachers need to know and be able to do to improve instruction that advances student learning.
- 5. Programs of professional development should provide for the evaluation of the programs by all participants.

B. IMPLEMENTATION OF APPROVED PROGRAM

- 1. Every effort will be made to announce professional development programs by October 1st for the fall semester and February 1st for the spring semester.
 - (a) District and School Improvement Goals set by October 1st in order for teachers to develop their Personalized Learning Plans (PLPs), SLOs, and IADGs.
 - (b) Technical assistance for embedded professional development or a targeted district initiative may be announced at any time during the school year based upon district needs.

- (c) Summer programs will be announced before the end of the school year.
- (d) All participants in Board of Education paid sponsored summer programs will be compensated at the in-service rate as listed in Article 39. Voluntary programs and/or meetings shall not be eligible for compensation.
- 2. Professional development as defined in A.1 will be compensated as follows:
 - (a) If the program is held on a school day, during an individual's workday, attendance is mandatory.
 - (b) If the program is held on a school day, outside of an individual's workday, attendance may be voluntary or mandatory. If attendance is mandatory, compensation will be given at the in-service rate as listed in Article 39.
 - (c) If the program is held on a non-school day, attendance may be voluntary or mandatory. If attendance is mandatory, compensation will be given at the in-service rate as listed in Article 39.
- 3. **Payment**: Teachers who participate as presenters in district professional development programs will be paid for their initial preparation time at the in-service rate as listed in Article 39. Teachers who receive district supported professional development for the purpose of providing in-district training will be compensated for in-district presentations outside scheduled workdays. Teachers who receive district-supported professional development for the purpose of providing in-district training in-district training will be required to make presentations on professional development days that will not exceed the number of hours spent in training.
- C. Part-time employees shall be required to attend all professional development days for the entire duration of the professional development program(s) scheduled on such days.

If the professional development program(s) is for a longer duration than the part-time employee's scheduled workday, the part-time employee will attend the professional development program(s) for the duration of the program(s) and shall receive remuneration based upon his/her attendance for the duration of the program(s).

ARTICLE 9 PLANNING/PREPARATION PERIOD

A. Definition

A planning/preparation period is understood to be a period of time within the "teaching day" which is provided for teachers to do a number of professional activities. With the consent of the building principal, teachers may meet together to plan team activities, plan individually, counsel students, mark papers, attend to school managerial details, talk with parents, etc. The intent of the planning/preparation period should be clear; however, it is team planning

or individual planning – all other acceptable professional activities are secondary to it and should not be continuously or routinely substituted for it. In this matter, building principals must and do have wide discretion to approve various alternatives consistent with the intent of a period of time allotted for professional preparation.

If a teacher is used for coverage during his/her preparation period, the teacher will receive additional remuneration per period for the coverage as set forth in Article 39.

- B. Regular classroom teacher will be provided with a professional planning/preparation period (professional planning block at the High School) according to the schedule described below:
 - 1. <u>High School Assignments</u> (based on an A/B schedule with a total of eight (8) blocks)

Five (5) blocks of content specific teaching assignments and a school wide extended learning period that provide remediation, enrichment, and student advisory opportunities or a related service.

Three (3) non-classroom blocks as set forth as below.

During two (2) of the three (3) non-classroom blocks, two (2) blocks will be personal preparation time blocks. The two (2) personal preparation time blocks may be scheduled on the same school day, by mutual agreement between the teacher and the Administrator. Should a day be shortened due to a scheduled early release or inclement weather, the personal preparation time block for that day may be shortened or missed depending on the available instructional time.

The Administration may use forty-five (45) minutes of one (1) of the personal preparation time blocks once every fifth (5^{th}) day for purposes of either meeting with professional staff or other educational needs, as determined by the building Administrator. Such meetings shall be in addition to the meetings set forth under Article 17, Section A.

The third (3rd) non-classroom block will be used for professional assignments.

Professional assignments will be determined for each educator by the Administrator. In the event that a professional assignment is curriculum writing, such assignment will be by mutual agreement between the administrator and the teacher.

2. Middle School Assignments (based on a seven (7) period day)

Five (5) periods teaching assignments (content area, encore, extended learning), or a related service;

One (1) period personal preparation time;

One (1) period of team time (content area, grade level, grade team, vertical team); and student advisory opportunities (student advisory opportunities will not result in either any additional instructional time or an extension of the school day).

Personal preparation time shall be at least forty-five (45) minutes – normally one (1) teaching period per day or five (5) units of such time per regular week. Should a day be shortened due to a scheduled early release or inclement weather, the personal preparation time for that day may be shortened or missed dependent on the available instructional time.

Team time will be determined for each educator by the Administrator.

Middle school duties include:

- All teachers will be assigned to an advisory group.
- Some teachers will be assigned homeroom as a duty.
- Teachers without a homeroom duty will be assigned either a morning or an afternoon duty (hall duty, bus duty, etc.).
- 3. <u>Elementary Level Assignments</u> Elementary grade level/subject area teaching assignments or related service assignment.

One (1) period/unit personal preparation time; and

One (1) period/unit of professional assignment.

- (a) At least forty-five (45) minutes normally one (1) teaching period per day or five (5) units of such time per regular week. The Administration may use forty-five (45) minutes of one (1) preparation period once every fifth day at the elementary school for purposes of either meeting with professional staff or other educational needs, as determined by the building Administrator. Such meetings shall be in addition to the meetings set forth under Article 17, Section A.
- (b) Thirty (30) minutes of professional assignment in addition to 3. (a) above every other school day.

Professional assignments will be determined for each educator by the Administration.

ARTICLE 10 SEVERABILITY

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 11 SABBATICAL LEAVE

- A. A sabbatical leave is defined as a year of study for which application may be made by a teacher possessing a Professional Educator Certificate after having completed seven consecutive years of service in the Stonington Public School system. Study leaves are designed to encourage improvement of instruction, supervision and administration. The prime purpose of a sabbatical leave is to enable an individual to participate in a learning experience which will allow the individual to do a better job in the education of the children in the Stonington School System.
- B. The sabbatical leave shall not be used for earning a Master's Degree, except in the teacher's subject area.
- C. Sabbatical leaves with pay may be authorized by the Board of Education upon the recommendation of the Superintendent of Schools in accordance with the following rules:
 - 1. No more than two (2) sabbatical leaves shall be authorized in any one (1) school year.
 - 2. Written notice that a sabbatical leave will be applied for must be received by the Superintendent on or before January 1st of the school year preceding the proposed sabbatical. Requests for sabbatical leaves must be received in writing by the Superintendent on or before March 15th of the school year preceding the proposed sabbatical year.
 - 3. If two (2) teachers are granted sabbatical leave, they will be paid three-fourths (³/₄) of their annual salary rate provided that such pay, when added to any program grant received by such teacher, shall not exceed the teacher's annual salary. If a single teacher is granted sabbatical leave, he/she shall be paid his/her annual salary rate minus any program grant received by such teacher.
 - 4. The grantee of the sabbatical leave will receive full insurance coverage in the same manner as he/she would if teaching provided that there is no increase in premium costs as a result of such sabbatical leave; but if such increase in premium does result, the teacher will receive such insurance coverage as may be obtained by the expenditure of the same premium.

- 5. The grantee of the sabbatical leave will receive credit on the salary scale for the sabbatical year.
- 6. Proposed sabbatical leaves will be available only for approved scholarly programs to be carried on in an accredited institution of higher learning which shall be itemized in the application.
- 7. The proposed program of study must be directly related to the teacher's work in the Stonington Public School System and must offer a potential to the individual and to the school system.
- 8. The grantee of the sabbatical leave must agree in his/her application to repay all monies received from the school system during the sabbatical year if the purpose for which the sabbatical leave was granted is not fulfilled.
- 9. The grantee of the sabbatical leave is expected to return to employment in the Stonington School System for a minimum of three (3) consecutive years following the year of the sabbatical leave. If the grantee fails to return to the system for the full three (3) year period, he/she shall be obligated to repay that prorated share of the monies received from the system during the sabbatical year equal to the proportion of the three (3) year period not completed.

ARTICLE 12 ANNUAL SALARY AGREEMENT

- A. The annual salary agreement of an individual will be considered void if said annual salary agreement is not signed and returned within fifteen (15) calendar days after receipt by the teacher. The annual salary agreement will be issued to teachers by June 1st of the then current school year for the subsequent school year, provided, the Board of Education's budget has been approved by the Town by May 21st.
- B. Individual supplementary salary agreements shall be issued where extra compensation is agreed upon.
- C. The Board agrees to use as the forms for the written annual salary agreement of each individual bargaining unit employee either the: (1) teacher's initial agreement; or an annual salary agreement that sets forth the applicable teacher's salary as set forth in the applicable salary schedule (Article 38 herein). It is understood that these salary agreements are subject to the negotiated collective bargaining agreement between the Stonington Education Association and the Stonington Board of Education for the current year which shall take precedence if in conflict.

ARTICLE 13 TEACHING ASSIGNMENTS

Principals shall notify teachers of tentative assignments in writing for the following school year by June 1st of the current school year.

ARTICLE 14 DEGREE DEFINITIONS

A. The following definitions shall apply for the purposes of this Agreement:

1. <u>Bachelor's Degree:</u>

(a) An earned bachelor's degree from an accredited four-year collegiate institution; or

(b) thirty (30) credits in a planned program at an accredited collegiate institution in addition to an earned bachelor's degree from an accredited collegiate institution.

2. Master's Degree:

An earned master's degree from an accredited graduate school;

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3. Sixth Year:

An earned certificate (6th year) from an accredited graduate school; a Master's Degree in Social Work; the completion of a Certificate of Advanced Graduate Studies (CAGS); the completion of a sixty (60) credit Master's program; or a Master's Degree plus thirty (30) related graduate credits in the following fields: Speech and Language Pathology and School Psychology.

4. Doctorate:

An earned degree from an accredited graduate school.

A teacher employed by the Board in a bargaining unit position covered by this Agreement as of June 30, 2017 shall not be removed from the degree definition status he/she was placed on as of such date as a result of the parties' agreement to reduce the number of degree definitions to the four (4) enumerated definitions set forth above.

B. Teachers with a Bachelor's Degree plus thirty (30) credits shall receive an annual stipend of four hundred dollars (\$400.00) in addition to their salary determined in accordance with the salary schedule and teachers with a Master's Degree plus thirty (30) credits will receive five hundred dollars (\$500.00) in addition to their salary determined in accordance with the salary schedule.

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C. To be eligible for a degree change on the salary schedule, a teacher must notify the Superintendent's office by January 15th of the year prior to the anticipated change in degree status. Failure to make the required notification will preclude the degree change until such notification requirements have been met. Additionally, any degree change on the salary schedule shall be prospective (not retroactive) and shall not be effective until the first payroll period after the teacher provides the Board with an official copy if his/her transcript.

The Board agrees to notify teachers at least thirty (30) days prior to January 15th that such notice is needed for a degree change.

ARTICLE 15 ILLNESS/SICK LEAVE

A. Each bargaining unit employee shall be entitled to fifteen (15) sick days with full pay in each year of this Agreement. Unused sick leave may be accumulated up to, but not in excess of, one hundred eighty-five (185) school days.

A newly hired teacher who has remaining accumulated sick days from another Connecticut public school district may be credited with, at the discretion of the Superintendent, up to thirty (30) sick days from his/her previous public school district. In order to be eligible for consideration for credited sick days, the teacher must provide proof from his/her previous school district of the number of remaining sick days he/she had at the time of his/her separation from employment.

Sick leave is to be used for a teacher's own personal illness (or the illness of the teacher's family member, as set forth under Article 15, Section C. below), or to meet medical or dental appointments that cannot be scheduled outside of the teacher workday.

- B. For absence due to illness beyond the available sick leave, employees, subject to the approval of the Board, or its designee, shall be paid the difference between their regular salary and the cost incurred in connection with obtaining a substitute teacher to assume their responsibilities. The Superintendent shall have the right to request a note from the physician treating the teacher for the illness or injury that caused the absence from work to ascertain the validity of an illness. A denial of a request for such additional sick leave shall not be subject to the grievance procedure set forth in Article 26.
- C. When a teacher has to be absent because of illness of a member of the immediate family, (as defined in Article 24, Section B) such absence will be deducted from such leave. This will be a maximum of five (5) days in any academic year and will be noncumulative from one year to another. The Superintendent shall have the right to request a note from the treating physician to ascertain the validity of the actual illness.
- D. A doctor's note from the physician treating the teacher for the illness or injury that caused the absence from work may be requested by the Superintendent of Schools for any absence or illness of four (4) or more consecutive days.

A doctor's note from the physician treating the teacher for the illness or injury that caused the absence from work may be requested if a review of the teacher's record demonstrates an excessive use of sick leave and/or a pattern of absenteeism during the current academic year.

Sick leave taken in the event of a medical illness or injury or follow-up to surgery in accordance with a specific medical directive, as provided by the teachers' treating physician, shall not be considered an excessive use of sick leave for purposes of this Article.

E. Sick leave donation is to aid teachers who are suffering a prolonged illness as attested to in writing by the physician treating the teacher for the illness and have exhausted his/her own leave days.

When a teacher has exhausted all leave days, he/she may apply for sick leave donation.

When a teacher applies for sick leave donation, the SEA President or his/her designee and the Superintendent of Schools or his/her designee shall meet as a committee and decide whether or not to approve the teacher's request.

If approved by both the SEA President or his/her designee and the Superintendent of Schools or his/her designee, the teacher requesting the donation shall be consulted as to how notice goes out for the donation.

Individual teachers (as well as other Board employees) may donate up to five (5) days of sick leave per request for teachers (or other Board employees who have been approved). The teacher requesting donation may receive a total of up to sixty (60) sick leave days.

Donated days shall be distributed to the requesting teacher one (1) day at a time from the donating teacher(s) on a rotating basis.

Sick leave days shall be removed from a donors account only as they are used.

Donors may be anonymous or not, at their discretion.

Denial of requests for sick leave donation shall not be subject to the grievance or arbitration procedure set forth under Article 26 of this Agreement.

ARTICLE 16 DISCUSSION COMMITTEE

A committee composed of a maximum of three (3) representatives of the Stonington Board of Education and a maximum of three (3) representatives of the Stonington Education Association will be organized for the purpose of discussing matters relating to education improvement, professional personnel, Board policy and administrative directives, such meeting may occur no more than on a

quarterly basis, at the request of either the Board or the Association. When mutually agreed upon, each group may include a resource person or an administrator.

The results of said discussions are not grievable, nor does the fact that an unsatisfactory result occurs, in and of itself, make the matter discussed a negotiable item.

ARTICLE 17

BUILDING/DEPARTMENTAL LEVEL MEETINGS

A. Teachers shall attend up to ten (10) meetings per school year.

The Administration may, at its' discretion, except on full-day professional development days, combine a meeting or meetings for up to two (2) hours provided the total aggregate number of hours for such meetings during a school year shall be no greater than ten (10) hours and the total number of meetings during a school year shall be no greater than ten (10).

Teachers may, at the discretion of the Superintendent or his designee, also be required to attend up to four (4) additional meetings/school related events per school year.

Acceptable meetings/school related events that meet such requirement shall be determined and set forth, in writing, by the Superintendent or his designee.

Any meetings/school related events not set forth by the Superintendent or his designee may be acceptable by mutual written agreement between the Superintendent or his designee and the teacher. Such determinations shall neither establish a past practice nor a precedent.

ARTICLE 18 WITHHOLDING OF SALARY INCREASE

- A. A salary increase in any year may be withheld under the following conditions:
 - 1. The principal and/or supervisor, where applicable, shall be the evaluators and may recommend to the Superintendent that a salary increase be withheld, but prior to such recommendation to the Superintendent, the principal and/or supervisor shall:
 - (a) Hold a meeting with the teacher, clearly stating the facts as to why the recommendation is to be made.
 - (b) Allow a reasonable period of time for the teacher to make the necessary improvements.
 - (c) If in the judgment of the principal and/or supervisor there is not adequate improvement, the recommendation shall then be made to the Superintendent, that the increase be withheld.

- 2. The Superintendent, after investigation, may recommend to the Board of Education that the increase be withheld.
- 3. After being properly notified of the salary increase being withheld, the teacher in question may appeal his/her case before the Board of Education, which shall hold a Board meeting and said meeting shall be in open session if either party so requests.
- 4. Each teacher may be represented by or consult with the Stonington Education Association in any appeal of his/her case before the Board of Education under the provisions of this Article.
- B. In each case where a principal and/or supervisor recommends the withholding of a salary increase to the Superintendent, a copy of the evaluation report, upon which such recommendation is based, shall be given to the teacher involved.

ARTICLE 19 PAYROLL DEDUCTIONS

The following will be considered acceptable payroll deductions:

- 1. United States Income Taxes
- 2. State Income Taxes
- 3. Teacher Retirement Contributions
- 4. SBOE/SEA Health and Life Insurance Premiums
- 5. Professional Dues
- 6. Tax-sheltered Annuities*
- 7. Payroll Savings Deductions**
- 8. United Way Contributions (Voluntary)
- 9. United Fund Contributions (Voluntary)
- 10. Flexible Benefit
- 11. Health Savings Account

Adjustments to payroll deductions will be based on relevant state statutes and the current Agreement between the Stonington Board of Education and the Stonington Education Association.

*See Article 4 "Definitions"

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**Plans will be limited to a maximum of twelve (12) institutions mutually agreed upon by the Stonington Education Association and the Stonington Board of Education.

ARTICLE 20 PLACEMENT ON SALARY SCHEDULE

- A. All teachers included in the bargaining unit shall be placed on the appropriate step and receive the salary indicated in Article 38 of this Agreement. Initial placement on the salary schedule will be determined by the Superintendent as per the criteria listed in Section B below to a maximum of nine (9) steps; if the placement is on the salary schedule at a higher step, the Superintendent shall consult with the Association President or designee before an offer is made to a prospective employee.
- B. In placing individual teachers on the salary schedule, the following considerations may be taken into account:
 - 1. The degree status shall be defined under Degree Definitions Article 14.
 - 2. Credit for previous teaching experience in public, private and military dependency schools shall be given provided that such experience shall have been continuous service of at least one-half (½) of any school year. Intermittent or short-term substitute service will not be credited as previous teaching experience.
 - 3. Credit for active service in the Armed Forces of the United States shall be given up to the limit of two (2) years.
 - 4. Any teacher receiving a change in degree status in accordance with Article 14, Section C. will be placed on the appropriate salary schedule beginning with the next earliest pay period. All remuneration will be prospective from the date of receipt of degree, provided the requirements of Article 14 C. are met.

ARTICLE 21 PROTECTION OF TEACHERS

- A. The Board agrees to comply with the provisions of Section 10-235 with respect to the protection of teachers in damage suits to the extent that it is applicable to the members of this unit.
- B. Teachers shall report immediately in writing to their principal or supervisor and to the Superintendent all cases of assault suffered by them, or injury caused to them in connection with their employment, which report shall be received on the day of the incident, if possible, but if not possible within forty-eight (48) hours following the incident.

- C. Any teacher so injured may request such reasonable information relating to the circumstances surrounding the injury from the Board of Education which shall not unreasonably withhold the same.
- D. Whenever a teacher is absent from school as a result of a personal injury caused by an assault arising out of or in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence without having such absence charged to his/her annual or accumulated sick leave. Any amount of salary payable pursuant to this section shall be reduced by any workers' compensation award for disability due to the said assault injury for the period for which such salary is paid. The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the time during which the teacher is disabled from performing his/her duties.

ARTICLE 22 GENERAL PROVISIONS

- A. The Board shall make the collective bargaining agreement available for teachers online within thirty (30) days of the new Agreement taking effect.
- B. This Agreement contains the full and complete agreement between the Board and the Association on all negotiable issues for the duration of this Agreement only; 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, unless mutually agreed to by both parties.
- C. The Board agrees to provide space at each school for an Association bulletin board to be used by the Association for the posting of Association notices and bulletins pertaining to the administration of internal business affairs of the Association and that such notices will not be contrary to good taste or derogatory to the Board, its employees or policies.
- D. The Board agrees to allow the Association continued, reasonable use of the interschool mail system for Association mail pertaining to the administration of internal business and affairs of the Association, subject to the same conditions as set forth in paragraph C above.
- E. With the exception of midterm and end of the quarter grades, high school and middle school teachers shall post current student grades on the grade book management system utilized by the district, at a minimum, every two (2) weeks from the last posted update. Midterm and end of the quarter grades shall be posted based on dates set forth by the administration. Grades posted on the grade book management system shall be available to students and parents.

Elementary school teachers shall provide updates on student progress, upon request, to parents. Such updates shall not be required more frequently than two (2) weeks from the response to a previous request, unless required by applicable law. The elementary school teacher's response shall be via email, a telephone call or a letter to the requesting parent.

F. In accordance with Connecticut General Statutes Section 31-40w(a), a teacher who requires time during the workday to express milk or breastfeed may use time during her lunch break or any other break time she has to meet these needs.

ARTICLE 23 ALLOWANCE UPON RETIREMENT

Upon retirement from the Stonington Public School system, a certified, professional employee shall be paid for one-fourth (1/4) (25%) of all accumulated unused sick days if the employee has rendered at least fifteen (15) years of service in Stonington. For employees with sixteen (16) years of service the rate will be 9/32 (28%); for employees with seventeen (17) years of service the rate will be 11/32 (34%); for employees with eighteen (18) years of service the rate will be 13/32 (41%); for employees with nineteen (19) years of service the rate will be 15/32 (47%); or the employee shall be paid for one-half (1/2) (50%) of all accumulated unused sick days, if the employee has rendered at least twenty (20) years of service in Stonington.

In all cases, the Allowance Upon Retirement will be based upon the individual's accumulated sick days as of the last workday in the individual's final year of employment.

The maximum number of accumulated unused sick days that may be used for computation of an individual's Allowance Upon Retirement is one hundred fifty (150) days.

Payment Procedures for Allowance Upon Retirement

The allowance for unused sick pay will be part of the final year's salary. In order to set up payment schedules, the following regulations must be followed:

- 1. In order to be eligible for the provisions of this Article, an individual who is going to retire must make the fact known in writing to the Superintendent of Schools with a letter of intent prior to January 15th, and an actual letter of retirement prior to February 15th of the academic year preceding the academic year in which he/she expects to retire.
- 2. The allowance for unused sick days will be paid in a special paycheck to be issued approximately two (2) weeks subsequent to the individual's final workday.
- 3. Should the death of a certified employee precede his/her retirement, any benefits accrued or due under this Article shall be paid to the employee's designated beneficiary/estate no later than the next fiscal year.

The provisions of this Article shall apply only to those teachers who were a member of the bargaining unit prior to September 2, 1994.

ARTICLE 24 LEAVES

A. <u>Personal Days:</u>

1. Upon application to the Superintendent, or his/her designee, not more than three (3) personal days shall be granted to any full-time teacher per school year under the following conditions and for the reasons set forth below:

Conditions:

- a) A written notice that the personal day is to be taken shall be given to the Superintendent or his/her designee not less than forty-eight (48) hours in advance of the day, except in case of emergencies.
- b) No more than two (2) teachers per school shall be granted a personal day at the same time.
- c) The request for personal days shall be submitted in the academic year they are to be used.

<u>Reasons and Restrictions:</u> Except as set forth under "Exceptions" below, the following restrictions shall apply with respect to the use of personal days:

- a) personal days must be used by May 15th annually;
- b) personal days shall not be taken during the first two (2) or last two (2) weeks of the school year, immediately before or after a scheduled school holiday (including the Friday preceding a Monday holiday and the Monday subsequent to a Friday holiday) or school recess.
- c) No more than two (2) personal days may be used on consecutive school days (including the last day before a weekend and the first day following a weekend).

"School recess" shall be defined as a scheduled break in school days for a period of greater than one (1) day or a holiday period of greater than one (1) day.

A personal day may be used on a restricted day with prior written approval of the Superintendent or his/her designee. The Superintendent or his/her designee, at their discretion, may inquire of the teacher the reason(s) for the need to use a personal day on a restricted day.

In the event that a request to use a personal day on a restricted day is denied, such denial shall not be subject to the grievance and arbitration process.

Exceptions: Approval shall not be withheld in the following cases and, therefore, the restrictions set forth above shall not apply to:

- (1) Attendance at the birth or adoption of the employee's child;
- (2) Attendance at either graduation exercises or academic related end of the year school events (as approved by the Superintendent or his/her designee) of the employee, the employee's spouse or children, to a maximum of two (2) days, if required;
- (3) Mandatory court appearances, unless such appearance is at the request of the Stonington Board of Education in which case no personal leave days shall be charged against the employee;
- (4) Marriage for self or child;
- (5) One (1) day for attendance at the funeral of a person who the teacher has a close personal relationship with; or
- (6) Religious observances.

A full-time employee that does not use any personal days during an Agreement year shall receive an end of the year bonus of one hundred fifty dollars (\$150.00) payable within two (2) weeks of the end of the school year that it was earned.

B. Funeral Leave

1. A maximum of three (3) days per case will be allowed with full pay for absence due to the death of a member of the teacher's immediate family.

Up to an additional two (2) days may be allowed upon request at the discretion of the Superintendent. A denial of additional days shall not be subject to the grievance and arbitration procedure.

2. Immediate family shall be defined as: spouse, "domestic partner" (as defined below), mother, father, children, brothers, sisters, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, brothers-in-law or sisters-in-law.

A domestic partner shall be defined as two adults of the same or opposite sex who are not related by blood, who have lived together continuously for at least five (5) years and plan to do so indefinitely, who reside at the same address, who are mutually responsible for their common welfare, basic living expenses and financial obligations to third parties (and are otherwise financially interdependent) and who maintain no other domestic partnerships, marriage and are not legally separated from anyone else.

Each teacher shall be granted funeral leave up to a total of one (1) working day in the event of the death of the teacher's aunt, uncle, niece or nephew.

When a teacher is taking leave under section (1) or (2) above and the funeral is held over three hundred (300) miles from the teacher's home, the teacher will be granted one (1) more day of paid leave, which may be used for travel after or before the funeral.

- 3. Bargaining unit employees shall advise the Superintendent or his/her designee, in writing, of a request to use funeral leave prior to the use of such leave. The request will set forth the deceased individuals relation to the employee.
- 4. An employee shall receive full pay based on the employee's work schedule only for the calendar day(s) she/he is scheduled to work during time taken off for funeral leave.

C. Military Leave:

Any teacher entering the Military Service on an involuntary basis shall be reinstated upon return therefrom in a position for which he/she is certified at a salary thereafter which shall include any salary advance to which he/she would have been entitled had his/her employment by the Board not been interrupted by the period of Military Service provided that such Military Service does not exceed two (2) years duration.

D. Jury Leave:

- 1. Any teacher who is absent from his/her work by reason of serving on a jury shall, during such absence, receive a rate of pay equal to the difference between his/her ordinary salary and the jury fee, provided that no such payment shall be made unless the Superintendent of Schools is notified immediately upon receipt of notice by the teacher of the jury duty assignment.
- 2. No such absence shall be deducted from sick leave or from other personal days provided for in this Article.

E. Maternity, Paternity, Childbirth and Adoption Leave:

- 1. The Board agrees to grant Maternity Leave in accordance with State Statute(s) and Guideline(s).
- 2. A teacher who is an "eligible employee" as defined under the Federal Family and Medical Leave Act (FMLA), 29 U.S.C. § 1601, et. seq., shall be granted up to twelve (12) weeks of FMLA leave during a twelve (12) month period in accordance with the Act.

While a teacher is on leave under the 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.

3. Upon request, leave without pay may be granted for up to one (1) year by the Board of Education for childrearing or adoption purposes, with the possibility of requesting one (1) extension of one (1) year. Request for such leave must be made at least thirty (30) days prior to its commencement. A teacher on such leave shall be guaranteed a position upon return consistent with the reduction in force provisions of this Agreement. Teachers must return from such leave at the beginning of a trimester or semester (depending on the teacher's teaching level). A denial of a request for leave without pay shall not be subject to the grievance procedure set forth in Article 26.

F. Professional Days:

- 1. An unspecified number of days with full pay shall be granted annually for the purpose of visiting days, institute, organization meetings, or conferences as directed by the Superintendent of Schools.
- G. The president of the Stonington Education Association shall be released from non-teaching duties for no more than three (3) hours in any week to use for Association business.
- H. Except as set forth herein, or in accordance with applicable law, an unpaid leave of absence will not be permitted. Upon a written request, the Superintendent, in his/her sole discretion, may authorize an unpaid leave of absence for a fixed duration due to extenuating circumstances. A request for an unpaid leave of absence must set forth the specific reason(s) for the leave. Written proof of the basis for the leave, if requested, must be submitted.

A denial of a request for an unpaid leave of absence shall not be subject to the grievance and arbitration process set forth under Article 26.

I. The Board, on an annual basis, shall establish the recognized, paid holidays for teachers.

ARTICLE 25 LOSS OF PAY

Whenever salary is lost for any reason by a teacher in accordance with the provisions of this Agreement, the salary shall be deducted according to the following formula: for each day's loss of pay – teacher's annual salary divided by the number of workdays as agreed to in Article 28, entitled – Employment Year.

ARTICLE 26 GRIEVANCE PROCEDURE

A. **DEFINITIONS:**

- 1. A grievance shall mean any complaint by one (1) or more teachers over the interpretation or application of the terms of this Agreement except that the following items are not to be considered grievances:
 - (a) Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulations of the State Commissioner of Education; or,
 - (b) A complaint of a teacher which arises by reason of the termination of his/her employment relationship with Stonington Public Schools, or,
 - (c) Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action.
- 2. A grievance to be considered under this procedure must be initiated in writing within twenty (20) school days from the time when the grievant knew or should have known of its occurrence.
- 3. An "aggrieved person" is the teacher, group of teachers or the Association making the complaint.
- 4. A "teacher" is any member of the professional staff for whom the Association is a bargaining agent as defined in Article 3, paragraph A.

B. <u>PURPOSE</u>:

- 1. The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to the problems which may arise from time-to-time effecting teachers. It is understood that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- 2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance or dispute to discuss the matter informally with any appropriate member of the professional staff.
- 3. It is understood that any aggrieved person shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

C. **PROCEDURE:**

- 1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limit specified; however, may be extended by written agreement of both parties.
- 2. A grievance must be presented in written form at all levels of the procedure specifically outlining the basis for the grievance.
- 3. All meetings in the grievance procedure shall be held outside the specified school hours.

D. FORMAL PROCEDURE:

1. Level One - Principal and Immediate Supervisor

- (a) A teacher or teachers on the professional staff having a grievance shall first present it in writing specifically outlining the grievance, to the immediate supervisor and the principal.
- (b) The principal will meet with the aggrieved person as soon as possible and will render a decision in writing within seven (7) school days after receipt of the written notice.

2. Level Two - Superintendent

- (a) In the event the aggrieved person is not satisfied with the decision at Level One, he/she has five (5) school days from when the aggrieved person received the decision to file a statement of appeal with the Superintendent of Schools. In the event no decision has been rendered within seven (7) school days after the presentation of the grievance at Level One, the individual may file an appeal within five (5) school days following the seven (7) school days period of reply. The appeal should be in writing and shall set forth with specificity the grievance asserted and its disposition at Level one.
- (b) The Superintendent shall be the hearing agent at this level of the grievance procedure. Within seven (7) school days after receipt of the grievance by the Superintendent he/she shall meet with the aggrieved person and all parties in interest in an effort to resolve the difficulty.
- (c) The decision at Level Two will be rendered to the aggrieved person and the party in interest in written form within seven (7) school days after the meeting at which the grievance was discussed.

3. Level Three – Board of Education

(a) In the event that the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two he/she has five (5) school days from when the aggrieved person received the decision to file a statement of appeal with the Board of Education In the event no decision has been rendered within seven (7) school days after the presentation of the grievance at Level Two, the individual may file an appeal within five (5) school days following the seven (7) school days period of reply. The appeal shall be in writing and shall set forth with specificity the grievance asserted and its disposition at Level Two. The Board of Education or a designated two-member subcommittee, thereof, which may have counsel present, will meet with the aggrieved person and his/her SEA representative within thirty (30) school days of the receipt of the written appeal. A decision will be rendered in writing within ten (10) school days of the meeting.

4. Level Four – Arbitration

- (a) If the grievant is not satisfied with the disposition of the grievance at Level Three, or if no decision has been reached within ten (10) school days after the Executive Session hearing he/she may request in writing to the president of the Association that the grievance be submitted to arbitration.
- (b) The Association may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing and by filing a demand for arbitration under the Voluntary Arbitration Rules of the American Arbitration Association which shall act as the administrator of the proceedings.
- (c) The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all of the terms of this Agreement. He/She shall have no power to add to, delete from or modify in any way any of the provisions of this Agreement.
- (d) The arbitrator shall, within thirty (30) days after the hearing, render a decision in writing to the Board and the Association setting forth the findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding on both parties.
- (e) The costs for the services of the arbitrator at this level including per diem expenses shall be borne equally by the Board and the Association.

5. Rights of Professional Employees to Representation

- (a) 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.
- (b) The aggrieved person may be represented at any level of the formal grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or by an officer of any professional employee organization other than the Association. When a professional employee is not represented by the Association, the Association shall have the right to be present and state its views at all stages of the procedure.
- (c) Consultation and assistance may be provided by the Connecticut Education Association at any stage of the grievance procedure.
- (d) The Board of Education may be represented by counsel of its choice at any time during the grievance/arbitration procedure.

6. <u>Miscellaneous</u>

- (a) All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- (b) The grievant(s) and one representative of the Stonington Education Association may be released during a school day(s) to attend a grievance hearing(s) above Level Three with full pay for that day(s).
- (c) If a grievance arises from action or interaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved person shall submit such grievance in writing to the Superintendent directly, and the processing of such grievance will be commenced at Level Two.

ARTICLE 27 WORKDAY

The teacher's normal workday will encompass seven (7) hours and fifteen (15) minutes per day.

During instructional days, there will be approximately a thirty (30) minute duty-free lunch period.

During non-instructional days, there will be approximately a sixty (60) minute duty-free lunch.

The teacher's workday will begin fifteen (15) minutes prior to the start of the student day and end fifteen (15) minutes after school dismissal, provided, however, one (1) day per workweek, the workday will end either thirty (30) minutes after the end of the student day or begin thirty (30) minutes prior to the commencement of the student day in order for the teacher to be available for students, parents or for other professional purposes. Teachers are required to be present in their assigned classrooms or duty area at the commencement time of the teacher's workday, as set forth above (the fifteen (15) or thirty (30) minute start time prior to the student day).

If the teacher's workday is lengthened beyond the seven (7) hours and fifteen (15) minutes specified above, the Board of Education shall compensate members of the bargaining unit at a rate of compensation based upon a prorating of their annual salaries equal to a percentage of the time the teacher's workday is extended.

In determining the instructional needs of the students, a building administrator may identify the need for a flexible schedule. A list of all proposed alternative schedules will be provided to all teachers in their respective applicable buildings and the Union President. In the event that a flexible schedule will be used for a teacher the teacher's specific teaching schedule shall be established in writing by mutual agreement between the teacher and the building principal.

The Administration will attempt to schedule part-time work in a way to provide a continuous daily work schedule.

In addition to a normal teaching program, teachers with administrative approval may voluntarily teach one (1) limited enrollment course provided that they are relieved from other assigned duty obligations.

By mutual agreement of the Superintendent of Schools or his/her designee and a teacher, the teacher may work a flexible schedule that commences up to one (1) hour prior to the start of the regular workday and end up to one (1) hour prior to the end of the regular workday.

A flexible schedule may be discontinued by either the Superintendent of Schools (or his/her designee) or the teacher with thirty (30) calendar days advance written notice unless a shorter duration is mutually agreed to by the parties.

ARTICLE 28 EMPLOYMENT YEAR

The basic employment year for all full-time teachers shall consist of either one hundred eighty-two (182) teaching days plus five (5) non-teaching days or one hundred eighty-one (181) teaching days plus six (6) non-teaching days which may be used for professional development, student contact or instructional purposes at the discretion of the Superintendent of Schools, for a total of one hundred eighty-seven (187) days. The Board, on an annual basis, shall determine the number of teaching days and non-teaching days, in accordance with the language set forth herein.

Members of the bargaining unit shall be compensated at a per diem rate based on their annual salaries for every workday added to the basic employment year as defined above. Part-time

bargaining unit employees shall receive a per diem rate based on the number of hours during his/her applicable work schedule.

The number of workdays for the positions listed below will be as follows:

Interdisciplinary Coordinators:	191 days
Middle School Guidance Counselor:	191 days
	197 days
High School Guidance Counselor:	197 days
High School Guidance Director:	197 days
Cooperative Work Experience/Diversified Occupations Teacher:	197 days

Days in addition to the basic employment year shall be contiguous to the basic employment year, unless otherwise mutually agreed upon between the teacher and the administration.

ARTICLE 29 EVALUATION OF TEACHERS

- A. The Board agrees that the entire professional staff shall be advised with respect to the methods of evaluation utilized and further agrees to receive and take into consideration such comments and recommendations with respect to the same as shall be made by the staff.
- B. The Board will endeavor to ensure that evaluators, i.e., principals and/or supervisors, using some kind of standardized evaluation report form, will employ the form in a uniform and consistent manner.
- C. Teachers will be given a copy of any evaluation report prepared by their supervisors immediately and shall have the right to discuss such reports with their evaluators, i.e., principals and/or supervisors.

ARTICLE 30 SERVICE REPRESENTATION FEE

Teachers employed by the Stonington Board of Education may elect to become members of the Association and pay Association dues.

The Stonington Board of Education agrees to deduct from such teachers' pay an amount equal to the dues set forth by the Association by means of payroll deductions. The teacher may elect to pay a lump sum amount directly to the Association. The amount of dues to be in effect during a given school year shall be certified by the Association to the Board of Education prior to the opening of school each year.

The Board agrees to forward to the Association Treasurer each month a check for the amount of money deducted during the prior month.

The Association shall indemnify the Board and hold the Board harmless against any and all claims, demands, suits or other form of liability that may arise out of, or by reason of, any action taken by the Board for the purpose of complying with the provisions of this Article.

No later than November 1st the Association shall provide the Board with a list of those teachers who have made full payment of membership dues.

No later than the first paycheck in October of each school year, the Board of Education shall provide the Association with a list of all certified employees. The Board shall notify the Association monthly of any changes in said list.

ARTICLE 31 INSURANCE BENEFITS

The Board agrees for the duration of this Agreement to provide the following benefits through the listed carrier or a carrier providing substantially equivalent coverage:

The Board will provide a High Deductible Health Plan (HDHP) to full-time employees that elect to participate. The program shall be offered on a fiscal year basis (July 1st to June 30th) with open enrollment to be available in June.

The HDHP shall have a \$2,000.00 single and \$4,000.00 two-person/family deductible for in network services.

Once the deductible is met there shall be no coinsurance in network for covered services, except for prescriptions. Upon satisfaction of the HDHP deductible, prescriptions subject to a managed three tier drug rider with co-pays of \$10.00 Generic/\$20.00 Brand Name/\$35.00 Non-Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply). Effective July 1, 2019, prescriptions subject to a managed three tier drug rider with co-pays of \$10.00 Generic/\$25.00 Brand Name/\$40.00 Non-Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply).

- Does not cover bariatric procedures;
- Infertility benefits are subject to the state mandate limits.

Out of network services will be subject to an 80% plan / 20%-member coinsurance to a combined in-and-out-of-network coinsurance maximum of \$2,000 for the individual and \$4,000 for the family, for a combined in-and-out-of-network out-of-pocket maximum of \$4,000 for the individual and \$8,000 for the family.

Enrollees in the HDHP shall have a Health Savings Account (HSA) to defray deductible expenses.

- For the July 1, 2023 through June 30, 2024 Agreement year, the Board will contribute fifty percent (50%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA").
- For the July 1, 2024 through June 30, 2025 Agreement year, the Board will contribute fifty percent (50%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA").
- For the July 1, 2025 through June 30, 2026 Agreement year, the Board will contribute fifty percent (50%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA").

In each Agreement year, the Board's portion of the contribution toward the deductible will be deposited into the HSA as part of the first payroll period in September.

Enrollees in the HDHP shall have a Health Savings Account (HSA) to defray deductible expenses. The employee's contribution toward the deductible shall either be, at the employee's option, via payroll deduction or contributed directly by the employee in his/her HSA bank account.

A HSA is not health insurance, it is a bank account. The parties acknowledge that the Board's contribution toward funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees.

Should a teacher enrolled in the Board's health insurance plan under single coverage enroll in either 2 person or family coverage during an Agreement year (due to a qualifying event under applicable law), the teacher will be eligible for a prorated portion of the Board's contribution toward the applicable deductible for the remainder of such Agreement year (deposited on a monthly basis).

A health reimbursement account ("HRA") will be offered to any eligible employee for health insurance who is not eligible for a HSA. The Board's annual contribution toward the HRA shall be equal to the annual contribution toward the HSA (based upon the employee's level of insurance (single, single + 1 or family)).

A new employee shall be eligible for coverage under the health and dental insurance plans offered by the Board effective on the first day of the month subsequent to the date that he/she commences work for the Board.

Additionally, an employee shall receive a prorated contribution toward his/her HSA, if the employee: (a) is hired by the Board after October 1st of the applicable plan year; or (b) he/she elects health insurance after the commencement of the plan year due to a change in status.

The prorated amount of the contribution shall be based on the first day that the employee is covered under the plan through June 30th of the applicable Agreement year.

An employee who resigns, retires or no longer receives health insurance benefits from the Board shall not be eligible any Board contribution toward the HSA upon the occurrence of such event. Under such circumstances, an employee shall be required to reimburse the Board a prorated amount of the money contributed by the Board toward the employee's deductible for such Agreement year.

Employee Premium Share Contribution	HDHP
Year 1 (July 1, 2023 – June 30, 2024):	19.0%
Year 2 (July 1, 2024 – June 30, 2025):	19.5%
Year 3 (July 1, 2025 – June 30, 2026):	20%

In the event that the Board's renewal rate from an Agreement year to the subsequent Agreement year increases by five percent (5%) or more, the parties agree that the Board may change, or substitute insurance plans (or carriers) provided the level of benefits are substantially equivalent to or better than the existing plan. The "substantially equivalent to or better than" standard shall be applied on an overall plan benefit basis and shall not be benefit specific.

Dental – With Dental Rider A and Rider B

For the duration of this Agreement, premiums for dental insurance will be paid as follows:

For the 2023-2024 Agreement year, the Board will pay seventy-six percent (76%) of the premium for the above dental coverage for the teacher and eligible dependents.

For the 2024-2025 Agreement year, the Board will pay seventy-five and one-half percent (75.5%) of the premium for the above dental coverage for the teacher and eligible dependents.

For the 2025-2026 Agreement year, the Board will pay seventy-five percent (75%) of the premium for the above dental coverage for the teacher and eligible dependents.

The teacher shall pay the remaining percentage of the premium for such coverage through payroll deduction.

Life Insurance

One (1) time annual base salary with a minimum of thirty thousand dollars (\$30,000.00) and a maximum of fifty-seven thousand dollars (\$57,000.00). The Board will pay one hundred percent (100%) of the premium for life insurance for the teacher only.

Flexible Benefits

Professional employees shall be allowed to deposit into a special flexible benefits account under Section 125 of the Internal Revenue Code, for the purpose of defraying additional medical costs that may be incurred by each teacher and/or their families. These monies may be expended for medical care and/or dependent care under Section 129 of the Internal Revenue Code. Employees may also contribute voluntarily additional dollars to their account under the 125,129, and 105(h) sections of the Internal Revenue Code. Cost of the administration of the plan shall be borne by the Board. The Board shall, for professional employees who, are .5 FTE or greater, match employee contributions up to a cap of \$300.00 per such employee per year.

ARTICLE 32 GRADUATE COURSE PAYMENTS

- A. The Board will provide a tuition allowance up to the CSU or UCONN graduate rate per credit hour if a grade of B or better is received, to a maximum of six credit hours per teacher per year for a maximum of thirty-two thousand dollars (\$32,000.00) in each year of this Agreement. Should the available funds be insufficient to cover the number of requests, the funds shall be prorated amongst all eligible teachers.
- B. Teachers to be eligible for the reimbursement must:
 - 1. have obtained an MA or BA plus 30 in an approved program;
 - 2. have completed the course work after September 1, 1990;
 - 2. have completed the course work in the same fiscal year in which reimbursement is requested;
 - 4. be certified and employed by the Board on a full-time basis;
 - 5. have filed notification of anticipated reimbursement by May 1st of the fiscal year in which reimbursement is requested provided evidence of successful completion of course work and provided proof of payment for the course by June 30th.
- C. Reimbursement will be made no later than July 31st.

ARTICLE 33 <u>TEACHERS ASSIGNED TO LESS THAN</u> A FULL-TIME (1.0) TEACHING ASSIGNMENT

For purposes of benefits set forth in this Agreement, a full-time teacher shall be defined as a teacher whose assignment is a full-time (1.0) teaching assignment.

Health Insurance for teachers who hold a position of at least one-half (.50) of a full-time (1.0) teaching assignment:

Teachers who hold a position of at least one-half (.50) of a full-time (1.0) teaching assignment shall be eligible for insurance benefits offered to teachers who are assigned a full-time (1.0) teaching assignment in accordance with the following examples:

- A teacher hired prior to July 1, 2017 who holds a position of at least one-half (.50) of a full-time (1.0) teaching assignment who is enrolled in Board provided health insurance benefits as of June 30, 2017, shall continue to be eligible for insurance benefits equal to a teacher who holds a full-time (1.0) teaching assignment with the applicable premium share contribution and deductible contribution set forth under Article 31 even if such teacher's position subsequent to July 1, 2017 is reduced from his/her then current teaching assignment (provided, the assignment remains at least one-half (.50) of a full-time teaching assignment).
- A teacher hired on or after July 1, 2017, who teaches one-half (.50) of a full-time (1.0) teaching assignment shall be eligible for health insurance benefits with the Board paying the equivalent of one-half (.50) of the cost of the premium and deductible (less the employee contribution set forth under Article 31 for the one-half (.50) provided by the Board). The employee shall be responsible for the full cost of the remaining one-half (.50) of the cost of the premium and deductible.

A teacher hired on or after July 1, 2017, who teaches eighty percent (.80) of a full-time (1.0) teaching assignment shall be eligible for health insurance benefits with the Board paying the equivalent of eighty percent (.80) of the cost of the premium and deductible (less the employee contribution set forth under Article 31 for the eighty percent (.80) provided by the Board). The employee shall be responsible for the full cost of the remaining twenty percent (.20) of the cost of the premium and deductible.

Teachers who hold a position of less than a one-half (.50) of a full-time teaching position:

Teachers who hold a position of less than a one-half (.50) of a full-time teaching position shall not be eligible for insurance benefits.

Other benefits for teachers who hold a position of less than a full-time (1.0) teaching assignment:

A teacher who works less than a full-time (1.0) teaching assignment shall receive the same number of sick days, personal days and funeral leave set forth in this Agreement for teachers who work a full-time (1.0) teaching assignment, however, remunerator for a such days shall be based upon each teacher's specific work schedule on the day in question.

ARTICLE 34 REDUCTION IN FORCE AND RECALL

A. <u>SEPARATION OF STAFF:</u>

The Board has the solo and exclusive prerogative to eliminate professional staff positions, consistent with the provisions of the state statute, providing such elimination does not result in a failure in its duty as a state agency to implement the educational interests of the state and to provide good public elementary and secondary schools. Elimination of professional staff positions may result from decreases in student enrollment, budgetary constraints or

other reasons, as determined by the Board. This policy is adopted to provide a fair and orderly process should such eliminations become necessary.

B. **DEFINITIONS:**

- 1. As used herein, the term "days" shall mean calendar days.
- 2. As used herein, the term "teacher" (excluding DSAP) shall apply to any employee of the Board who holds a regular certificate issued by the Connecticut State Board of Education and is employed in a teaching position covered by this Agreement.

C. SEPARATION PROCEDURE:

- 1. The Board may, in the first instance, exercise its right and power to reduce the number of staff positions without determining which teacher agreements will be terminated, if any, or what other staffing changes will be made to effectuate the purpose of position elimination.
- 2. Prior to commencing action to terminate teacher agreements under this procedure, the Board will give due consideration to its ability to effectuate the position eliminations and/or reductions in staff by:
 - (a) Voluntary Retirements;
 - (b) Voluntary Resignations;
 - (c) Transfer of Existing Staff Members;
 - (d) Voluntary Leaves of Absence.
- 3. In the event it appears necessary to terminate teacher agreements in order to effectuate the elimination of professional staff positions, the Superintendent will propose to the Board, for its consideration, an orderly plan for elimination of positions, identifying professional personnel whose agreements he/she recommends for termination. If the Board considers termination of the contract of a teacher, it shall authorize the Superintendent to notify the teacher, in writing. This notification, and any subsequent proceedings with regard to agreement termination, will be in accordance with the provisions set forth in the Connecticut Teacher Fair Dismissal Law (Section 10-151 of Connecticut General Statutes) and shall not be subject to the grievance and arbitration provisions of this Agreement.
- 4. The following criteria will be used to select those employees whose agreements are to be considered for termination as a consequence of elimination of professional staff positions:

- (a) <u>Tenure Status:</u> If a teacher has attained tenure status, his/her contract of employment may be terminated if his/her position is eliminated, but only if there is no other position available in the school system for which the teacher is certified and qualified. Therefore, teachers who have acquired tenure will have first preference for retention in positions for which they are certified and qualified.
- (b) <u>Other Criteria:</u> Within the separate categories of tenured teachers and nontenured teachers, the following criteria will be considered:
 - i. Areas of Certification;
 - ii. Teaching Experience in Other Positions Which May Be Available:
 - ii. Qualifications and Ability, As Determined by Evaluation of the Teacher's Performance;
 - iii. Total Years of Experience in the School System;
 - v. Degree Status;
 - vi. Total Years of Experience in Teaching.

D. Within these criteria and when two or more positions must be eliminated with a consequent reduction in staff, when in the judgment of the Superintendent, staff members under consideration for layoffs have similar skill and ability, then in that event the least senior teacher in the Stonington School System shall be laid off.

Seniority will be determined by using total years of service in the Stonington Public Schools, regardless of whether such service is continuous or interrupted. Employees ineligible to receive credit toward seniority are as follows:

- Employees holding Durational Shortage Area Permits (DSAP)
- Employees serving as substitute teachers.

A seniority list will be developed and agreed to by both parties.

Nothing herein shall require the promotion of a teacher to a position of higher rank, authority, or compensation, although the teacher whose contract is to be terminated because of elimination of position is qualified and/or certified for the promotional position.

E. **RECALL PROCEDURE:**

If the contract of employment of a teacher is terminated because of elimination of positions, the name of that teacher shall be placed on a recall list and remain on such list for a period of two (2) years. If a position becomes available during this period and the teacher has been selected by the Board of Education as the person on the recall list who is certified and qualified to hold that position, then the teacher will be notified in writing by registered mail, sent to his/her last known address, at least thirty (30) days prior to the anticipated date of reemployment. In determining whether a teacher is qualified for reappointment, the Board of Education shall consider the criteria as set forth in "SEPARATION PROCEDURE", Parts C(4)(b) through D above. The teacher shall accept or reject the appointment in writing within five (5) days of the date of notification of the available position. If the teacher rejects the appointment offer or does not respond according to this procedure within five (5) days, then the name of the teacher will be removed from the recall list.

ARTICLE 35 PAVROLL DISTRIBUTION

Bargaining unit employees shall be paid during the school year on a bi-weekly basis via direct deposit with a balloon payment as part of their last paycheck.

ARTICLE 36 EMPLOYEE RIGHTS

- A. Teachers shall have knowledge of and access to all materials placed in all files maintained on them by the Stonington Board of Education and/or the Superintendent, central office administrators and/or building administrators. No material shall be placed in any file maintained on a teacher unless the teacher is given a copy thereof. The teacher may submit a written notation regarding any material in question. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, and in no instance shall said signature be interpreted to mean agreement with the content of the material.
- B. Administrators may keep a file in their offices, the content, which is limited to signed evaluations, scripts of current year observations, any data collected in the current year or the years during an evaluation cycle, and reminder notes written by the administrator during the current year or the years prior to the performance appraisal cycle for use in performance appraisal evaluation.
 - 1. Teachers shall be notified yearly that the data file exists and that they have the right to examine the contents.
 - 2. Such files shall be removed (except past evaluations) upon the completion of each evaluation cycle or every two (2) years, whichever is less.

- 3. Contents of such files (with the exception of the evaluation document) are subject to freedom of information legislation.
- 4. Data may be transferred to the central personnel file. Should data be transferred, teachers shall be notified.
- C. No teacher shall be given a written reprimand, reduced in rank or compensation, or receive a disciplinary suspension without pay unless there is just cause. If a teacher is to be formally disciplined in one (1) of the above manners by the Board or its agents, the teacher shall receive written notification of the disciplinary action, be entitled, upon request, to receive a written statement of reasons and have the right to have a representative of the Association present at any disciplinary meeting. This section shall not, however, apply in cases when a teacher faces termination or nonrenewal under section 10-151 of the Connecticut General Statutes or in cases when the teacher has been suspended "from duty immediately when serious misconduct is charged without prejudice to the rights of the teacher," as provided by said statute.
- D. <u>Early Retirement Incentive Program</u> The Board and the Association upon request will meet and confer with respect to matters relating to an Early Retirement Incentive Program.

ARTICLE 37 DURATION

The provisions of this Agreement which is effective as of July 1, 2023 shall continue and remain in full force and effect to and including June 30, 2026.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 13th day of October, 2022 at Stonington, Connecticut.

Stonington Education Association

In the presence

Date: <u>/0/13</u>

Stonington Board of Education

r. Made Africas In the presence Date:

ARTICLE 38 SALARY SCHEDULES

	BA	MA	6 TH YR	PHD
Step				
2	\$45,992	\$51,332	\$53,633	\$55,791
3	\$48,766	\$54,430	\$56,872	\$59,156
4	\$51,707	\$57,716	\$60,308	\$62,726
5	\$54,826	\$61,200	\$63,950	\$66,510
6	\$58,132	\$64,894	\$67,813	\$70,522
7	\$61,638	\$68,812	\$71,908	\$74,776
8	\$65,355	\$72,967	\$76,251	\$79,289
9	\$69,296	\$77,371	\$80,859	\$84,072
10	\$72,625	\$81,088	\$84,744	\$88,108
11	\$75,954	\$84,805	\$88,629	\$92,144
12	\$78,773	\$87,951	\$91,918	\$95,562
13	\$81,245	\$90,712	\$94,803	\$98,561

2023-2024 Salary Schedule

Effective July 1, 2023, employees eligible for step movement shall move up one (1) step from their 2022-2023 step placement.

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	BA	MA	6 th YR	PHD
Step				
2	\$46,902	\$52,348	\$54,695	\$56,896
3	\$49,731	\$55,508	\$57,998	\$60,328
4	\$52,731	\$58,859	\$61,502	\$63,968
5	\$55,911	\$62,411	\$65,216	\$67,827
6	\$59,283	\$66,179	\$69,156	\$71,918
7	\$62,858	\$70,175	\$73,332	\$76,257
8	\$66,649	\$74,411	\$77,761	\$80,858
9	\$70,669	\$78,903	\$82,460	\$85,737
10	\$74,063	\$82,694	\$86,422	\$89,853
11	\$77,458	\$86,484	\$90,384	\$93,969
12	\$80,332	\$89,693	\$93,738	\$97,454
13	\$82,854	\$92,508	\$96,680	\$100,513

2024-2025 Salary Schedule

Effective July 1, 2024, employees eligible for step movement shall move up one (1) step from their 2023-2024 step placement.

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	BA	MA	6 TH YR	PHD
E40m				
Step	\$47,836	\$53,390	\$55,783	\$58,028
23	\$50,721	\$56,612	\$59,152	\$61,528
4	\$53,780	\$60,030	\$62,725	\$65,241
5	\$57,024	\$63,653	\$66,514	\$69,177
6	\$60,463	\$67,496	\$70,532	\$73,349
7	\$64,109	\$71,571	\$74,791	\$77,774
8	\$67,975	\$75,892	\$79,309	\$82,468
9	\$72,075	\$80,473	\$84,101	\$87,443
10	\$75,537	\$84,339	\$88,142	\$91,641
11	\$78,999	\$88,205	\$92,183	\$95,839
12	\$81,931	\$91,478	\$95,603	\$99,393
13	\$84,503	\$94,349	\$98,604	\$102,513

2025-2026 Salary Schedule

Effective July 1, 2025, employees eligible for step movement shall move up one (1) step from their 2024-2025 step placement.

The Board and the Association agree that:

- 1. All special services teachers, who received during the 1989-90 school year for their regular teaching duties a three-hundred-dollar (\$300.00) stipend in addition to their contractual salary, shall continue to annually receive such stipend during the life of this Agreement. Such stipend shall be added to the teachers' annual salary and distributed as a part of the regular payroll. Any special services teacher who did not receive such a stipend during the 1989-90 school year, or any special services teacher hired subsequent to August 31, 1990, shall not receive such a stipend.
- 2. Department Chairpersons who were employed in such positions during the 1989-90 school year, but do not hold a sixth-year certificate, shall notwithstanding the provisions of this Article, receive salary increases for the life of this Agreement which are commensurate with their 1989-90 salary levels.

ARTICLE 39 SALARY SCHEDULE ADDED TEACHING DUTIES

Position	2023-2024	2024-2025	2025-2026
Interdisciplinary Coordinators (per class period) – SHS	\$3,451	\$3,486	\$3,521
Content Area Coordinators (K-8) – ELA, Math, Soc St,	\$3,451	\$3,486	\$3,521
Science	1	<u>.</u>	
Teacher Leaders (K-8)	\$1,898	· · ·	\$1,936
Alliance for Acceptance Club	\$1,698	-	
Art Club – SHS/MS	\$1,798	-	\$1,834
Band Director (Pep Band/Parade Coordinator) – SHS	\$6,058		\$6,180
Band Director – MS	\$2,877		\$2,935
Broadcast Club – MS	\$1,763	· · · · · ·	\$1,799
Choral Director – MS	\$1,780	\$1,798	
Choral Director – SHS	\$3,593	\$3,629	
Class Advisors – SHS	\$1,517	\$1,532	\$1,547
Clubs to be determined – Elementary	\$526	\$531	\$536
Clubs to be determined – MS	\$695	\$702	\$709
Computer Tech Advisor – SHS	\$5,565	\$5,621	\$5,677
Craft Club – MS	\$695	\$702	\$709
Drama Coach – MS	\$1,609	\$1,625	\$1,641
Drama Coach Assistant – MS	\$1,073	\$1,084	\$1,095
Drama Coach – Fall – SHS	\$4,307	\$4,350	\$4,394
Drama Coach – Spring – SHS	\$4,307	\$4,350	\$4,394
Graduation Coordinator – SHS	\$468	\$473	\$478
Honor Society – French – SHS	\$1,425	\$1,439	\$1,453
Honor Society – Music – SHS	\$1,425	\$1,439	\$1,453
Honor Society – Spanish – SHS	\$1,425	\$1,439	\$1,453
Interact Club – SHS	\$1,425	\$1,439	\$1,453
Jazz Lab Band – MS	\$695	\$702	\$709
Law Government Forum/Mock Trial Coach – SHS	\$1,798	\$1,816	\$1,834
Library Management System Specialist – All Levels	\$695	\$702	\$709
Link Crew – SHS	\$1,370	\$1,384	\$1,398
Math Club Coach – MS	\$1,370	\$1,384	\$1,398
Math Club Coach – SHS	\$1,798	\$1,816	\$1,834
National Honor Society – SHS	\$1,517	\$1,532	\$1,547

Position	2023-2024	2024-2025	2025-2026
Newspaper/Literacy Club – MS	\$1,370	\$1,384	\$1,398
Painting Club – MS	\$695	\$702	\$709
Public Speaking Club – MS	\$695	\$702	\$709
Robotics Club – SHS	\$1,517	\$1,532	\$1,547
Science Fair Coordinator – MS	\$922	\$931	\$940
Select Performing Group – MS	\$1,364	\$1,378	\$1,392
Student Government Advisor – SHS	\$4,000	\$4,040	\$4,080
Jnified Art Club – All Levels	\$327	\$330	\$333
Unified Social Club – Elementary Level	\$327	\$330	\$333
Unified Social Club – MS/SHS	\$438	\$442	\$446
Unified Talents – SHS	\$327	\$330	\$333
Webmaster – SHS	\$1,798	\$1,816	\$1,834
Yearbook Director – MS	\$1,648	\$1,664	\$1,681
Yearbook Director – SHS (with Class)	\$1,798	\$1,816	\$1,834
Yearbook Director - SHS (without Class)	\$5,123	\$5,174	\$5,226
Homebound Instruction and Added Teaching – All Levels	\$46.09	\$46.55	\$47.02
Coverage Rate	\$46.09	\$46.55	\$47.02
Secondary Curriculum Specialist	\$5,050.00	\$5,100.50	\$5,151.51
Elementary Curriculum Specialist	\$5,050.00		\$5,151.51
Department Team Leaders	\$1,725.59		-

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ARTICLE 39 SALARY SCHEDULE ADDED TEACHING DUTIES

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	Position	2023-2024	2024-2025	2025-2026
:	Athletic Director – SHS	\$8,798	\$8,886	\$8,975
	Assistant to Athletic Director - SHS	\$2,095	\$2,116	\$2,137
1	Baseball Coach – Head – SHS	\$6,044	\$6,104	\$6,165
	Baseball Coach – Assistant – SHS	\$4,172	\$4,214	\$4,256
	Basketball Coach – Head – Boys/Girls – SHS	\$7,016	\$7,085	\$7,157
;	Basketball Coach – Assistant – Boys/Girls – SHS	\$4,897	\$4,946	\$4,995
•	Basketball Coach – 9 th Boys/Girls – SHS	\$3,690	\$3,727	\$3,764
•	Basketball Coach – Boys/Girls – MS	\$3,690	\$3,727	\$3,764
	Basketball Coach – Assistant – Boys/Girls – MS	\$1,341	\$1,354	\$1,368
1	Cheerleading Director – Head – SHS	\$4,738	\$4,785	\$4,833
1	Cheerleading Director – Assistant – SHS	\$3,458	\$3,493	\$3,528
	Crew Coach – Head – SHS	\$6,055	\$6,116	\$6,177
•	Crew Coach – Assistant – SHS	\$4,172	\$4,214	\$4,256
	Cross Country Coach – Head – SHS	\$4,690	\$4,737	\$4,784
•	Cross Country Coach – Head – MS	\$3,690	\$3,727	\$3,764
	Cross Country Coach – Assistant – MS	\$1,341	\$1,354	\$1,368
1	Field Hockey Coach – Head – SHS	\$6,096	\$6,157	\$6,219
-	Field Hockey Coach – Assistant – SHS	\$3,717	\$3,754	\$3,792
ł	Field Hockey Coach – Head – MS	\$3,270	\$3,303	\$3,336
	Field Hockey Coach – Assistant – MS	\$1,993	\$2,013	\$2,033
	Football Coach – Head – SHS	\$7,396	\$7,470	\$7,545
	Football Coach – Assistant – SHS	\$4,897	\$4,946	\$4,995
	Golf Coach – Head – SHS	\$4,587	\$4,633	\$4,679
•	Golf Coach – Assistant – SHS	\$3,458	\$3,493	\$3,528
:	Gymnastics Coach – Head – SHS	\$5,763	\$5,821	\$5,879
	Intramurals – MS	\$6,191	\$6,253	\$6,316
	Lacrosse Coach – Head – Boys/Girls – SHS	\$6,055	\$6,116	\$6,177
	Lacrosse Coach – Assistant – Boys/Girls – SHS	\$4,172	\$4,214	\$4,256
	Sailing Coach – Head – SHS	\$3,458	\$3,493	\$3,528
,	Soccer Coach – Head – Boys/Girls – SHS	\$6,055	\$6,116	\$6,177
	Soccer Coach – Assistant – Boys/Girls - SHS	\$3,740	\$3,777	\$3,815
:	Softball Coach - Head - SHS	\$6,055	\$6,116	\$6,177
	Softball Coach - Assistant - SHS	\$4,172	\$4,214	\$4,256
	Tennis Coach - Head - Boys/Girls – SHS	\$4,586	\$4,632	\$4,678

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Position	2034-2024	2024-2025	2025-2026
Tennis Coach - Assistant - Boys/Girls - SHS	\$3,458	\$3,493	\$3,528
Track Coach - Head - Boys/Girls - SHS	\$6,055	\$6,116	\$6,177
Track Coach - Indoor - Head - SHS	\$4,586	\$4,632	\$4,678
Frack Coach - Indoor – Assistant - SHS	\$3,458	\$3,493	\$3,528
Unified Basketball Coach - All Levels	\$327	\$330	\$333
Unified Bowling Coach - All Levels	\$108	\$109	\$110
Unified Elementary Skills - Elementary Level	\$275	\$278	\$281
Unified Soccer Coach - All Levels	\$275	\$278	\$281
Unified Track Coach - All Levels	\$275	\$278	\$281

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<u>APPENDIX A</u> Insurance Grid Outline

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	Century Preferred
Costshares	
Preventive Care	
Pediatric	
Adult	
Vision	
Hearing	
Gynecological	
Medical Services	
Medical Office	
Visit	
Outpatient PT, Chiro &	·
Speech	:
Allergy Services	
Diagnostic Lab & X-ray	
Inpatient Medical Services	
Surgery Fees	
Office Surgery	
Outpatient MH/SA	
Emergency Care	
Emergency Room	
Urgent Care	·
Ambulance	

APPENDIX A Insurance Grid Outline

Inpatient Hospital
General/Medical/Surgical
and Maternity (Semi-private)
Ancillary Services
(Medication, Supplies)
Psychiatric
Substance Abuse/Detox
Rehabilitative
Skilled Nursing Facility
Hospice
Outpatient Hospital
Outpatient Surgery
Facility Charges
Diagnostic Lab & X-ray
Pre-Admission Testing
Other Services
General
Infusion Therapy
Durable Medical Equipment
Prosthetics
Home Health Care
Prescription Drugs
Infertility

Memorandum of Agreement

The Stonington Board of Education (hereinafter the "Board"), the Stonington Education Association (hereinafter the "SEA"), Local 1996 of Council 4, AFSCME, AFL-CIO (hereinafter "Local 1996"), the Stonington Board of Education Secretaries, affiliated with Local 1303-380 of Council 4, AFSCME, AFL-CIO (hereinafter "Local 1303-380"), Local 1303-170 of Council #4, AFSCME, AFL-CIO (hereinafter "Local 1303-170"), Local 1303-397 of Council 4, AFSCME, AFL-CIO (hereinafter "Local 1303-397"), and the Stonington School Administrators' and Supervisors' Association (hereinafter the "SSASA") (collectively referred to as the "Unions") hereby jointly agree to the following:

- 1. The Board and the SEA are parties to a collective bargaining agreement dated July 1, 2020 through June 30, 2023.
- 2. The Board and Local 1996 are parties to a collective bargaining agreement dated July 1, 2021 through June 30, 2024.
- 3. The Board and Local 1303-380 are parties to a collective bargaining agreement dated July 1, 2021 through June 30, 2024.
- 4. The Board and Local 1303-170 are parties to a collective bargaining agreement dated July 1, 2021 through June 30, 2024.
- 5. The Board and Local 1303-397 are parties to a collective bargaining agreement dated July 1, 2021 through June 30, 2024.
- 6. The Board and the SSASA are parties to a collective bargaining agreement dated July 1, 2022 through June 30, 2025.
- 7. Subject to specific exclusions set forth in the respective collective bargaining agreements between the Board and the Unions:
 - The SEA represents all certified professional employees in positions requiring a teaching or other certificate not included in the SSASA.
 - Local 1996 represents all full-time and regularly scheduled part-time classroom teacher paraeducators, special education paraeducators, health paraeducators, music paraeducators, library paraeducators, transportation paraeducators and monitors working twenty (20) hours or more per week.
 - Local 1303-380 represents all employees engaged in secretarial or clerical work working twenty (20) hours or more per week.
 - Local 1303-170 represents all custodial and maintenance employees, custodial and maintenance foremen, laborers, and matrons working twenty (20) hours or more per week.
 - Local 1996 represents all registered nurses working twenty (20) hours or more per week.
 - The SSASA represents all administrators.

3. To address LGBTQ antidiscrimination, the Board passed the following resolution:

Be it further resolved, that the District shall, within 30 days of this resolution, work with the relevant exclusive bargaining representatives to determine how LGBTQ antidiscrimination language policies can be best incorporated in existing or future collective bargaining agreements.

- 4. It is the mission and intent of the Board that all persons associated with the Board, be it employees, applicants, parents or students be treated equally regardless of race, creed, color, age, national origin, marital status, sex, sexual orientation, gender identity or expression, disability, or religious beliefs.
- 5. The Unions individually and collectively join in this mission.
- 6. In furtherance of the Board's resolution, the Board and the Unions agree that the language set forth below shall, upon execution of this Memorandum of Agreement, be incorporated in all collective bargaining agreements between the Board and the respective Unions:

The Union and the Board agree that there shall be no discrimination against any employee because of race, creed, color, age, national origin, marital status, sex, sexual orientation, gender identity or expression, disability, or religious beliefs.

- 7. The Board and the Unions agree to affix this Memorandum of Agreement to the respective collective bargaining agreement between the parties.
- 8. Additionally, the Board and the Unions agree that the terms set forth in this Memorandum of Agreement shall be incorporated in the respective successor collective bargaining agreements between the Board and the Unions.
- 9. The Board and the Unions further agree to continue to meet to discuss and determine how anti-discrimination language, including, but not limited to LGBTQ anti-discrimination, can be incorporated in current and future collective bargaining agreements.

Stonington Board of Education

Date: 11/17/2022

Nichael Skana

Stonington Education Association

Date: 11/10/2022

Memorandum of Understanding Between Stonington Public Schools and The Stonington Education Association January 24, 2023

WHEREAS, The Stonington Board of Education (hereinafter the "Board") and Stonington Education Association (hereinafter "Teachers") are parties to collective bargaining agreements (CBA) that cover the periods of July 1, 2020 to June 30, 2023, and July 1, 2023 to and June 30, 2026; and

WHEREAS, Article 24, Section F of the CBA states that the Board may grant an employee up to one (1) year of leave without pay for childrearing or adoption purposes; and

WHEREAS, consideration of such requests often requires expediency that cannot be met within the constraints of the Board of Education's regularly scheduled monthly meetings; and

NOW THEREFORE, the parties agree

- 1. That the Superintendent of Schools shall serve as the Board of Education's designee with full authority to approve or deny leaves of absence beyond those permitted by the Family Medical Leave Act.
- 2. This MOU is effective immediately.
- 3. Article 24 of the CBA shall be modified to reflect this mutual agreement in the next contract negotiation.

Michael Freeman Stonington Education Association

25/23

Date

Farouk Rajab Stonington Board of Education Chair

19 12023

Memorandum of Understanding

Between

Stonington Public Schools (SPS) and

Stonington Education Association (SEA)

June 20, 2023

Background: The Stonington Board of Education and Stonington Education Association contract agreement for 2023-2026 contains confusing numbering of steps in Article 38.

Agreement: Effective for the 2023-2026 school years, the currently listed Article 38 Salary Schedule of the current SEA contract will be amended to the following: SEE CHANGES ON THE ATTACHED DOCUMENT.

Stonington Education Association

Mary Anne Brill Stonington Public Schools

ARTICLE 38 SALARY SCHEDULES

	BA	MA	6 th YR	PHD
Step				
12	\$45,992	\$51,332	\$53,633	\$55,791
23	\$48,766	\$54,430	\$56,872	\$59,156
34	\$51,707	\$57,716	\$60,308	\$62,726
45	\$54,826	\$61,200	\$63,950	\$66,510
56	\$58,132	\$64,894	\$67,813	\$70,522
67	\$61,638	\$68,812	\$71,908	\$74,776
78	\$65,355	\$72,967	\$76,251	\$79,289
89	\$69,296	\$77,371	\$80,859	\$84,072
9 10	\$72,625	\$81,088	\$84,744	\$88,108
10 44	\$75,954	\$84,805	\$88,629	\$92,144
11 12	\$78,773	\$87,951	\$91,918	\$95,562
12 13	\$81,245	\$90,712	\$94,803	\$98,561

2023-2024 Salary Schedule

Effective July 1, 2023, employees eligible for step movement shall move up one (1) step from their 2022 2023 step placement.

All teachers shall increase by one (1) step during the 2023-2024 school year. Due to a mutual agreement by the parties to reconfigure and renumber the salary schedule, however, the number value of the step shall remain the same in the 2023-2024 school year as it was during the 2022-2023 school year.

The reconfiguration of the salary schedule included the following actions:

- Eliminate step one (1) to increase the starting salary.
- Add an additional step, with a 3% GWI, to the top of the schedule to maintain twelve (12) total steps.

Memorandum of Agreement Between Stonington Public Schools and Stonington Education Association August 30, 2023

WHEREAS, The Stonington Board of Education (hereinafter the "Board") and the Stonington Education Association (hereinafter the "Union") are parties to a collective bargaining agreement (CBA) that covers the period from July 1, 2023 to June 30, 2026; and

WHEREAS, Article 9 of the CBA defines a high school teachers normal schedule as consisting of five (5) teaching periods; and

WHEREAS, the Board wishes to permit existing Union members (hereinafter "member") to teach an additional period in the event that the District has a vacancy that can be fulfilled in this capacity; and

WHEREAS, the CBA does not provide a mechanism for mutual agreement of the parties to exceed five (5) periods; and

NOW THEREFORE, the parties hereby agree as follows:

- 1. In the event that the Board has a vacancy that can be fulfilled by a member teaching an additional period, the District shall internally post the opportunity using Frontline, the District's recruitment and hiring platform, and properly credentialed teachers may submit an internal application for the same.
- 2. The annual compensation for a teaching assignment in excess of five (5) periods will be based upon twenty percent (20%) of the Step One (1) Masters salary as defined by Article 38 of the CBA. For the 2023-2024 school year, the compensation shall be \$10,266 for a full year assignment or \$5,133 per course per semester.
- 3. This amount will be paid in equal installments throughout the designated assignment period via the Board's standard payroll process, with no impact to the annual balloon payment.
- 4. Neither party shall be under any obligation to fulfill vacancies in this manner, and any instances of doing so shall be by mutual agreement of the Board and the member.
- 5. Teachers teaching six (6) classes will be relieved of any non-instructional duty assignments.

6. This MOA is effective throughout the duration of the current CBA.

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Bruce Yarnall Stonington Education Association

81 31/23

Date

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Mary Anne Butler Stonington Superintendent of Schools

angust 31, 2023

Memorandum of Agreement Between Stonington Public Schools and Stonington Education Association September 21, 2023

WHEREAS, The Stonington Board of Education (hereinafter the "Board") and the Stonington Education Association (hereinafter the "Union") are parties to a collective bargaining agreement (CBA) that covers the period from July 1, 2023 to June 30, 2026; and

WHEREAS, Article 40 of the CBA that expired on June 30, 2023 included language regarding travel allowance and dual certification; and

WHEREAS, the language regarding travel allowance and dual certification was omitted from the CBA in effect as of July 1, 2026; and

WHEREAS, both parties agree that this omission was not the intent, and that it is the result of a clerical error; and

WHEREAS, the prior language on dual certification lacked clarity on the timing of the additional compensation; and

NOW THEREFORE, the parties hereby agree that Article 39 of the CBA that covers the period July 1, 2023 to June 30, 2026 will be revised as follows:

- Travel Allowance Teachers who are required by the Board to travel between schools as part of their regular teaching assignment during the workday will, upon submission of appropriate documentation, be reimbursed at the IRS standard business rate per mile.
- 2. Dual Certification A teacher that holds a dual certification who is assigned to two (2) content areas requiring two different certifications by the Superintendent of Schools for which the teacher is certified, shall receive an additional stipend of one thousand dollars (\$1,000.00) for teaching both disciplines for an entire school year (the stipend shall be prorated in the event that the assignment is for less than the entire school school.
- 3. The dual certification verbiage will be revised to include the following clarification regarding the timing of the compensation: "This stipend shall be distributed in equal payments in line with the bi-weekly payroll schedule."
- 4. This MOA is effective throughout the duration of the current CBA.

Bruce Yarnall Stonington Education Association

Date

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Mary Anne Butler Stonington Superintendent of Schools

9-27-23

Memorandum of Agreement Between Stonington Public Schools and Stonington Education Association September 21, 2023

WHEREAS, The Stonington Board of Education (hereinafter the "Board") and the Stonington Education Association (hereinafter the "Union") are parties to a collective bargaining agreement (CBA) that covers the period from July 1, 2023 to June 30, 2026; and

WHEREAS, Article 39 of the CBA provides compensation amounts for added teaching duties; and

WHEREAS, the added teaching duties of Cheerleading Director and Cheerleading Assistant Director include both the fall and winter seasons; and

WHEREAS, compensation for the fall season is fifty percent (50%) of the stipend as provided by Article 39, and the spring season compensation is fifty percent (50%) of the same; and

WHEREAS, the CBA fails to delineate the two seasons and compensation for each; and

WHEREAS, the Winter Cheerleading Program was eliminated in the 2023-2024 Board of Education budget; and

NOW THEREFORE, the parties hereby agree to revise Article 39 of the CBA as follows:

- The one (1) Cheerleading Director position shall be delineated as two (2) positions, including "Fall Cheerleading Director" and "Winter Cheerleading Director." The stipend for the position shall be fifty percent (50%) of the full year rate. For the purpose of clarity, the stipend for the 23/24 school year shall be fifty percent (50%) of \$4,738, which is \$2,369.
- The one (1) Cheerleading Assistant Director position shall be delineated as two (2) positions, including "Fall Cheerleading Director - Assistant" and "Winter Cheerleading Director - Assistant." For the purpose of clarity, the stipend for the 23/24 school year shall be fifty percent (50%) of \$3,458, which is \$1,729.
- 3. This MOA is effective throughout the duration of the current CBA.

Bruce Yarnall Stonington Education Association

Mary Ande Butler Stonington Superintendent of Schools

Date

Memorandum of Agreement Between Stonington Public Schools and Stonington Education Association October 8, 2024

WHEREAS, The Stonington Board of Education (hereinafter the "Board") and the Stonington Education Association (hereinafter the "Union") are parties to a collective bargaining agreement (CBA) that covers the period from July 1, 2023 to June 30, 2026; and

WHEREAS, the Board approved a change in the configuration of student transportation and school day start and end times; and

WHEREAS, this change to transportation and school times resulted in an unanticipated need for morning teacher coverage five (5) minutes before the contractual start to the Stonington Middle School teacher school day; and

NOW, THEREFORE, the parties hereby agree as follows:

- 1. <u>Hiring</u> The Board shall post openings for before school monitors, and interested teachers shall apply for the same, using the District's Recruiting and Hiring platform, and the Board will select up to four (4) Union members to fulfill this role for the duration of the 2024-2025 school year.
- 2. <u>Compensation</u> Teachers who serve as before school monitors from October 14, 2024, through the final 24/25 school day shall be compensated in one installment of \$600 on the first payroll in June. This amount will be prorated for any teacher who resigns from this assignment before the conclusion of the school year.
- Schedule and Assignment The schedule for this assignment is all student days from 7:15 AM to 7:20 AM through the end of the 2024-2025 school year. At 7:20 each day, monitors shall return to their regular morning supervision location. In the event of a delayed opening, this schedule will shift by the number of minutes delayed.
- 4. <u>Effective Dates</u> This MOA is effective through June 30, 2025, at which time it may be continued upon mutual consent and signature of all parties.
- 5. <u>Precedent</u> This MOA shall not be claimed or construed as a past precedent or practice in any other case whether similar or dissimilar and shall not be offered or used by either party in any judicial or quasi-judicial proceeding or in any collective bargaining or arbitration matter.

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Bruce Yarnall Stonington Education Association

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Date

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Mary Anne Butler Stonington Superintendent of Schools

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Memorandum of Agreement Between Stonington Public Schools and Stonington Education Association *October 15, 2024*

WHEREAS, The Stonington Board of Education (hereinafter the "Board") and the Stonington Education Association (hereinafter the "Union") are parties to a collective bargaining agreement (CBA) that covers the period from July 1, 2023 to June 30, 2026; and

WHEREAS, Article 8, Professional Development, Section C., states that "part-time employees shall be required to attend all professional development days for the entire duration of the professional development program(s) scheduled on such days. If the professional development program(s) is for a longer duration than the part-time employee's scheduled workday, the part-time employee will attend the professional development program(s) for the duration of the program(s) and shall receive remuneration based upon his/her attendance for the duration of the program(s)"; and

WHEREAS, the CBA does not include language regarding remuneration for part-time employees who work full school days every other day; and

WHEREAS, the Board recently learned that one (1) part-time employee, whose schedule is a full school day on an every-other-day rotation, has been compensated for professional development days; and

WHEREAS, all other part-time Union members attend professional development days without receiving additional remuneration until they have exceeded the equivalent number of contractual days for their position; and

NOW, THEREFORE, the parties hereby agree as follows:

- 1. The Board and the Union agree that the payments to this part-time employee were made in error.
- 2. The Board shall not require said employee to repay the compensation made in error, or apply this MOA retroactively.
- 3. This MOA is effective through June 30, 2026, at which time clarifying language shall be incorporated into the new CBA.
- 4. The Board's agreement to waive the repayment of compensation paid by error by the Board shall not be claimed or construed as a past practice or precedent in any other case whether similar or dissimilar and shall not be offered or used by either party in any judicial or quasi-judicial proceeding, except as necessary to enforce the terms of this agreement.

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Bruce Yarnall Stonington Education Association

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Mary Anne Butler ['] Stonington Superintendent of Schools

11-5-24

Memorandum of Understanding Between Stonington Public Schools and The Stonington Education Association *May 12, 2025*

This Memorandum of Understanding ("MOU") is made by and between the Stonington Board of Education (hereinafter the "Board") and Stonington Education Association (hereinafter "Association"), both of which are sometimes hereinafter referred to as the "Parties."

WHEREAS, the Board and the Association are parties to a collective bargaining agreement (CBA) that covers the period of July 1, 2023 to June 30, 2026; and

WHEREAS, through a collaboration with the University of Rhode Island (URI) and the University of Connecticut (UCONN), Elementary, Science, Technology, Engineering, and Mathematics (STEM) Teacher Rachele Limberakis has been invited to participate in a Teacher in Residence Program (hereinafter the "Program") for the 2025-2026 school year; and

WHEREAS, the Board and the Association mutually agree that this program will provide a positive benefit to the District and a positive professional benefit to the Teacher; and

WHEREAS, Article 11 of the CBA clearly sets forth the terms and conditions of sabbatical leave;

WHEREAS, participation in the Program requires certain conditions that do not directly align with Article 11, and there are both exceptions and additional conditions that are specific to participation in the Program, and the Parties wish to codify the same; and

NOW THEREFORE, the Board and the Association agree that Ms. Limberakis shall be permitted to attend the Program, subject to the following terms and conditions:

- 1. The following provisions of Article 11, Section C, shall not apply to Ms. Limberakis' participation in the Program: Section (C)(1) C(3); Section C(9).
- 2. The Board agrees to permit Ms. Limberakis to attend the Program with the understanding that the Program shall reimburse the Board for the full cost of Ms. Limberakis' salary and fringe benefits for the 2025-2026 school year. If the Program does not fulfill this obligation by October 31, 2025, Ms. Limberakis shall leave the Program and immediately return to the role of STEM Teacher.
- For the duration of the Program, the Board shall maintain responsibility for processing Ms. Limberakis' compensation, applicable deductions, and insurance benefits. Ms. Limberakis shall continue to contribute to the Teachers' Retirement Board and any and all required premium cost share contributions.

- 4. Ms. Limberakis shall return to the District for the six (6) professional development days established by the 25/26 school year to attend professional development and/or to share learning from the Program with colleagues. Ms. Limberakis' visits shall be scheduled in collaboration with the Board. The Board shall compensate Ms. Limberakis for the time spent returning to the District at the hourly rate specified in the CBA for any hours worked in excess of the contractual day.
- 5. All other provisions of the CBA shall remain in full force and effect.
- 6. This MOU is specific to this Program and the facts of these specific circumstances and shall not establish a past practice or precedent or be claimed or construed as such. This MOU does not affect any other provision of the CBA. The Parties may only use this MOU in future proceedings if it is necessary to establish a breach of this MOU or to enforce the terms of this MOU.
- 7. This MOU shall remain in effect through June 30, 2026.

Bruce Yarnall Stonington Education Association

Mary Ande Butler Superintendent

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