Agreement

Between

EAST LYME BOARD OF EDUCATION

and

EAST LYME TEACHERS' ASSOCIATION

July 1, 2025 through June 30, 2028

21700340.2

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ARTICLE I
RECOGNITION

The East Lyme Board of Education (Board) recognizes the Association as the exclusive representative, as defined in Section 10-153 of the Connecticut General Statutes, of the entire unit of certificated professional employees of the Board, other than temporary substitutes, below the rank of Assistant Principal. Those employees holding a Durational Shortage Area Permit (DSAP) will be included in the bargaining unit represented by the East Lyme Teacher's Association (Association).

ARTICLE II
PROFESSIONAL NEGOTIATION

A. Negotiation Over Successor Agreement

1. The Board and the Association agree to negotiate a Successor Agreement in accordance with applicable state statutes. The Agreement as negotiated shall be reduced to writing and signed by authorized officials of the Board and the Association.

2. If no successor agreement is reached prior to the expiration date of this contract, provisions of the agreement shall continue to be in full force and effect until such time that a successor agreement is reached by the parties.

B. Negotiation Over Matters not Covered by Terms of the Agreement

1. During the duration of the Agreement, in the event that the Association or the Superintendent desires to make any proposal, the subject matter of which is not covered herein, the Association or the Superintendent may submit such proposal in writing to the Superintendent or to the president of the Association.

2. If an agreement is reached, it shall be presented to the Board as a joint recommendation of the Superintendent and the Association if the matter is one upon which Board action is necessary.

3. The Board shall not adopt a change in policy affecting salaries or other conditions of employment which is not covered by the terms of the Agreement, and which has not been approved, in writing, by the Association, without giving thirty (30) days prior written notice to the Association that it is considering a change. The Association shall have the right to negotiate any such policy change provided that it files such a request with the Superintendent within five (5) school days after receipt of said written notice.

4. Any agreement reached between the Board and the representatives of the teachers shall be reduced to writing, shall be signed by the Board, and the Association, and shall become an addendum to this Agreement.

ARTICLE III
GENERAL PROVISIONS

A.

1. The term "teacher" means any certified professional employee employed by the Board of Education in a position requiring a teaching or other certificate who is below the rank of superintendent and not included in the administrators' unit or excluded from the purview of sections 10-53a to 10-153n, inclusive, of the Connecticut General Statutes.

2. As used in this Agreement, the terms “member of the unit” and “employee” refer to teacher as defined in A.1 above, except as otherwise provided in Article VII.

B. The term “supervising principal”, as used in this Agreement is considered to apply to all principals and assistant principals.

C. It is understood that this Agreement is subject to the Statutes of the State of Connecticut.

D. It is understood that teachers shall continue to serve under the direction of the Superintendent and in accordance with Board and administrative policies, rules and regulations, including those set forth in, *the Handbook of Policies, Bylaws, and Administrative Regulations* of the East Lyme School System.

E. The Board will have available on the East Lyme Public Schools (ELPS) website a complete, updated version of the entire *Handbook of Policies, Bylaws, and Administrative Regulations*. The Superintendent shall notify all teachers electronically of revised policies, within thirty (30) days of the Board’s implementation of same.

F. There shall be no action of any kind taken against any teacher by reason of his/her membership in the Association or participation in its lawful activities.

G. The provisions of the Agreement shall constitute Board policy for the duration hereof or until changed by mutual consent in writing.

H. If any portion of this Agreement is ruled invalid for any reason, the remainder of the Agreement shall remain in full force and effect.

I. Ratification

The provisions of the Agreement shall become effective when ratified by the Board and the Association, and duly executed by their proper officers and made binding on the legislative body as per State Law 10-153d. A copy of this Agreement shall be made available on the East Lyme Public Schools (ELPS) website within thirty (30) days of the new contract taking effect.

J. Representation

The Association agrees to represent equally all teachers without regard to membership or participation in the Association or any other employee organization, to the extent required by law, and to continue to admit duly certificated teachers to membership without qualification other than payment of dues and employment in the East Lyme School System.

K. Superintendent

In this Agreement the term “Superintendent” shall mean the Superintendent of Schools or anyone officially designated to act in his/her stead.

L. Board Rights

1. Enumerated Rights. Unless expressly limited by this Agreement, 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 schools purposes; decide the textbooks to be used; make rules for the arrangement, use and safekeeping of the schools libraries and to approve the books selected therefore; 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 procedure for promotion of teachers; create, enforce and, from time to time, change the 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. Un-enumerated Rights. 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.

M. No teacher will be disciplined without just cause. For the purpose of this Article, the lowest level of discipline for which just cause applies is a written reprimand. Termination and non-renewal proceedings will not be subject to this provision or the grievance and arbitration provisions of this Agreement.

ARTICLE IV
EDUCATIONAL ENVIRONMENT

A. School Calendar

1. The school calendar for each year will be distributed to teachers following its adoption by the Board. Teachers will be notified of subsequent changes in the adopted calendar as soon as possible.

2. The salary schedules set forth in this contract are based upon a specific teacher work year. The work year, other than for new personnel who may be required to attend additional orientation sessions, shall begin three (3) days prior to the opening of the student school year consisting of one half (1/2) orientation day, one and one half (1 ½) professional development days and one teacher-directed planning and preparation day and terminate after the total number of days specified below:

Year	Total Days	Non-Contact	Contact
2025-2028	187	6.0	181

The remaining three (3) non-contact days shall consist of professional development days. For days worked beyond the applicable total days, teachers shall receive a per diem payment based on the then applicable salary schedule. The Board may, in its discretion, amend the students' schedules on any days scheduled as full or partial student contact days. The Board shall give notice to the Association of any such change through publication of the school calendar.

In exchange for the reduction of non-contact days to six (6), teachers may also be required to complete up to seven hours and five minutes of state-mandated professional development per school year on their own time without additional compensation. Such trainings shall be identified and assigned by Administration with advance notice of at least thirty (30) calendar days.

B. School Day

1. Teacher Reporting: Teachers are directly responsible to building principals and through them to the Superintendent and Board. Each teacher shall discharge his or her duties in accordance with the policies of the Board, the rules and instructions of the Superintendent and building principal, and the provisions of this Agreement.

2. Workday: If the Board increases the teacher workday, it shall compensate affected teachers at the rate of compensation based upon a pro-rating of each teacher's salary equal to a percentage of the time the school day is increased, i.e., *Minutes added per day divided by 7 hours and 5 minutes per day worked multiplied by 100 = percent* of *additional compensation for affected teachers.*

   For clarification purposes only, effective July 1, 2025, the teacher contract hours on full school days shall be as follows, within the required seven hours and five minutes work day.

Level	Teacher Arrival/Dismissal	Workday Length
HS	7:20 – 2:25	7 hours 5 minutes
MS	8:05 – 3:10	7 hours 5 minutes
ES	8:45 – 3:50	7 hours 5 minutes
Pre-K	8:00 – 3:05	7 hours 5 minutes

3. Teacher Lunch: All teachers shall have a duty free lunch period as provided for in Section 10-156(a) of the Connecticut General Statutes. Teachers may leave the building during this period upon notifying the building principal or his/her designee. In case of emergency or other extraordinary circumstances, the principal or his/her designee has the right to require teachers to remain in the building during their normal lunch period.

4. Teachers in Building: Teachers will remain in school buildings or on the school grounds during school hours. Teachers may leave school property during their unassigned time upon approval of the principal or designee. In emergency situations, the building principal has the right to require staff to remain on the premises during lunch time.

   Teachers will be available to remain sixty (60) minutes beyond the defined workday one day each week. This time will be reserved for professional, administrative and departmental meetings.

C. Teacher Assignments

1. The assignment and transfer of teachers within the school system is the responsibility of the Superintendent of Schools. Assignment shall be made only after the Superintendent has considered the reasonable requests and desires of any teacher concerned. The welfare of the students shall be the prime concern.

2. A change in assignment shall, if consistent with the best interests of students and the educational program as determined by the Superintendent, be according to preference. When a teacher is notified of a change of assignment by the principal, a conference with the Superintendent may be requested and must be granted.

3. Teachers shall be notified, in writing, of their programs for the coming year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and, under normal circumstances, prior to the close of the current school year. Under unusual circumstances such as those caused by summer resignations, unexpected changes in enrollment or student needs, it may be necessary to make adjustments in staff assignments when consultation with those involved is not possible, after the close of the school year, but every effort will be made by the Superintendent to minimize these reassignments.

4. In arranging schedules for teachers who are assigned to more than one school, insofar as it is compatible with the educational program, an effort shall be made to limit the amount of inter-school travel. Such teachers shall be notified of any changes in their schedule as soon as practicable.

5. Teachers assigned to more than one school in any one school day or who are required to use their own automobile in the normal performance of their assigned duties shall receive mileage at the IRS approved figure. The provisions of this paragraph shall not be construed to include payment for mileage driven by a teacher between his/her residence and place of employment.

6. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the office of the Superintendent no later than March 1. Such statement shall include the reason(s) for the request, the grade and/or subject to which the teachers desires to be assigned or the school, or schools, in order of the preference, to which the teacher desires to be transferred. As soon as practicable the Superintendent shall notify each teacher who has requested a change in assignment of the action taken and the reason(s) therefore.

7. When two (2) teachers propose a job-sharing arrangement, and such arrangement is recommended by the Superintendent of Schools, the Board may approve such arrangements in its discretion, subject to such terms and conditions as the Board may impose.

D. <u>Teacher Transfers</u>

1. The Board and the Association recognize that some transfer of teachers within the school system is unavoidable, and, in fact, may be desirable.

2. It is therefore agreed that:

   a. When a transfer of teachers in the school system is necessary, volunteers shall be given first consideration if the move is considered to be in the best interests of the school system.

   b. When involuntary transfers or reassignments are necessary, the teacher(s) selected for such transfer or reassignment will be selected on the basis of the following criteria: (1) the qualifications of the teacher as compared to others selected for transfer within the school or grade level as appropriate; and (2) the best interests of the students and school system as articulated by the Superintendent. All other things being equal, the teachers' length of service in the East Lyme schools shall be controlling.

   c. A teacher shall be informed of an involuntary transfer during a personal discussion between the Superintendent and the teacher involved at which time the teacher shall be notified of the reason for the transfer.

      A teacher who is involuntarily transferred for reasons other than performance will be allowed to return to their prior assignment should it become available at the start of a

school year within three (3) years. Such teacher must notify the Superintendent in writing of his/her intent to return during the posting period.

d. All vacancies, within the bargaining unit, shall be adequately publicized by email to the various school faculties as soon as possible after the vacancy occurs; a reasonable deadline date for response (not less than 2 weeks) will be set by the Superintendent unless waived by mutual written agreement of the Association president and the Superintendent or their designees.

e. As soon as practicable but not later than June 1, the Superintendent will publish a listing of tentative changes in the roster of faculty positions for the forthcoming school year, and provide a copy for each faculty member. Changes in the school budget may affect the roster of faculty positions.

3. Any teacher who voluntarily applies and is certified and qualified for a vacancy shall be granted an interview for that position and shall be notified in writing of the recommendation of the interviewing committee.

When two (2) or more qualified members of the bargaining unit apply for a voluntary transfer through the transfer list, the building administrator shall interview and recommend a candidate to the Superintendent from the qualified applicants. All other things being equal, the teacher's length of service in the ELPS shall be controlling.

E. Recruitment, Hiring, and Notification of Dismissal

The recruitment, hiring, and notification of dismissal of teachers are the responsibility of the Superintendent of Schools.

F. Non-Teaching Assignment

1. The Board and the Association agree that a teacher's primary responsibility is to teach and that his/her energy should, to the extent possible, be utilized to this end.

2. Non-teaching duties involving the supervision of pupils will be assigned and scheduled at the discretion of the principal.

3. Each teacher will receive no less than thirty (30) minutes duty free lunch.

4. Until the 2026-2027 school year, elementary school teachers will not be required to supervise student lunch or recess, except in unusual or emergency situations. Budgetary reasons are not considered unusual or emergency situations. Beginning with the 2026-2027 school year, the administration shall make every effort to assign duties to certified staff at the elementary school, including but not limited to recess or lunch duty, in a fair and equitable manner. On days when such certified staff members are not assigned recess or lunch duty, such time shall be used as planning time. The preceding sentence shall not apply when teachers are assigned duties other than lunch or recess.

5. Teachers shall not be required to drive pupils to activities which take place away from the building, unless the teacher's job description requires such transportation responsibilities. If the Board changes a teacher's job description to include driving duties, the Association reserves the right to bargain the impact of such change.

G. Supplementary Assignments

1. The Board and the Association agree that the teacher's primary function is to fulfill his/her instructional assignment.

2. Supplementary assignments which require rendering of services outside the regular instructional program or beyond school hours shall be voluntary.

3. All persons receiving supplementary salary shall be expected to be available in excess of the approved school day and/or calendar as may be required to perform properly their supplementary duties. Unless otherwise specified in the Appendix, or in CIAC/CAS regulations, or by prior practices concerning work year and work day, their availability shall not be required beyond two weeks before the start of the student school year, nor continued beyond two weeks after the end of the student school year.

4. Payments for supplementary duties shall be made in accordance with the Supplementary Salary Schedule set forth in the Appendix.

H. Protection of Teachers

Any complaint made against a teacher which may adversely affect that teacher by any parent, student, or other person shall be called to the attention of the teacher. In no case shall any anonymous and/or unverified complaint be placed in any teacher's file. Nothing in this provision shall prevent the Board from investigating any matter in accordance with state and federal law.

ARTICLE V
OTHER CONDITIONS OF EMPLOYMENT

A. Insurance

1. The Board shall offer each bargaining unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for health medical benefits, including dental. The plan benefits shall be as set forth in the SPP effective on July 1, 2022, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

a. The premium rates shall be set by the SPP. Based on such rates, a blended rate will be established to provide the same rate to active and retired teachers in accordance with state statute.

b. The employee percentage share of such premium cost shall be nineteen percent (19.0%), effective July 1, 2025, nineteen and one half percent (19.5%) effective July 1, 2026, and twenty percent (20.0%) effective July 1, 2027.

c. The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP teachers impose the HEP non-participation or noncompliance $100 per month premium cost increase or the $350 per participant to a maximum of $1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The $100 per month premium cost increase shall be implemented through payroll deduction, and the $350/$1400 annual deductible shall be implemented through claims administration.

d. In the event any of the following occur, before or after July 1, 2022, the Board or the Union may reopen negotiations in accordance with Conn. Gen. Stat. Section 10-153f(e) as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.

i) If the SPP is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of, or substantially decrease the coverage/benefits contained in, the medical insurance plan offered herein. For purposes of this Agreement, a substantial cost increase shall be defined as eight or more percentage points above trend. For purposes of this Section, the term trend shall be measured by averaging the five preceding years of the State of Connecticut's SPP 2.0 health plan budget increases. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or

ii) If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of, or substantially decrease the coverage/benefits contained in, the medical insurance plan offered herein. For purposes of this Agreement, a substantial cost increase shall be defined as eight or more percentage points above trend. For purposes of this Section, the term trend shall be measured by averaging the five preceding years of the State of Connecticut's SPP 2.0 health plan budget increases. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or

iii) If the cost of medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA that would substantially increase the cost of, or substantially decrease the coverage/benefits contained in, the medical insurance plan offered herein. For purposes of this Agreement, a substantial cost increase shall be defined as eight or more percentage points above trend. For purposes of this Section, the term trend shall be measured by averaging the five preceding years of the State of Connecticut's SPP 2.0 health plan budget increases. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.

e. In any negotiations triggered under subparagraph d above as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the Health Plans set forth in the parties' 2016-19 contract to be the baseline for such negotiations, and the parties shall consider the following additional factors:

Trends in health insurance plan design outside of the SPP;

The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure;

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

2. The Board may change carriers and/or administrators, for the above insurance, or provide such coverage through a consortium of other employers, provided that the coverage and benefits are substantially equal to those currently offered, and that no such change shall result in any lapse of benefits. At least sixty (60) days prior changing of carrier, the Board or its designee shall notify the President of the Association, and the parties will meet to discuss the proposed change.

If the Board and the Association are unable to agree that the changes proposed are substantially equal within sixty (60) days from notice by the Board of its intention to change carriers and/or administrators, the matter, at the request of either party, shall be submitted to binding arbitration. Either party may request that such arbitration be expedited under the Rules of The American Arbitration Association for expedited arbitration. No change shall be implemented prior to the completion of arbitration, if required.

3. The Board shall provide all teachers who are 0.5 FTE or greater with life insurance in the amount of $75,000 with full premium paid by the Board.

4. Teachers who are less than 0.5 FTE may, at their option, purchase through payroll deduction, the coverage specified in subsections 1, 2, 3 and 4 above. The teacher shall be responsible for 100% of the premium costs.

5. Teachers shall be allowed to deposit into a special flexible benefits account under Section 125 of the Internal Revenue Code (IRC). The contributions and expenses for this plan will be set on a plan year effective from September 1st through August 31st. Teachers who participate in Option 1 coverage may use these monies for medical care and/or for dependent care under Section 129 of the IRC. Teachers participating in Option 2 coverage will be allowed to participate in such account for dependent care only. Teachers may also voluntarily contribute, to the extent allowed by the law, additional dollars to their account under the 125, 129, and 105(h) sections of the IRC. The Board shall, however, have no responsibility for advising teachers of their legal obligations under the IRC. Costs of administration of the plan will be borne by the Board.

6. Payment for any of the insurance coverages specified above shall be made through a payroll deduction, which will be done by the adoption of an IRC Section 125 pre-tax premium conversion account for teachers, so that health insurance contributions may be made from pre-tax dollars~~.~~, to the extent permitted by law.

7. Health insurance benefits as described in Article V of the collective bargaining agreement shall be available to part time teachers working at .5 FTE or more, as follows:

   For teachers first employed on or before June 30, 2019, the Board shall contribute the same amount it pays for full time employees. For teachers first employed after June 30, 2019, the Board shall contribute the fractional percentage (based on the teacher's FTE percentage) of the amount the Board pays for full time teachers. For example, if the Board's dollar contribution for a full-time teacher is $10,000, then the Board would pay $6,000 for a .6 FTE teacher, and the .6 FTE teacher would pay the difference between that $6,000 amount and the full premium.

B. <u>Professional Development</u>

1. The Board and the Association encourage activities calculated to promote professional advancement and learning in the classroom. These may include, but not be limited to, trips to professional conferences, visitations to other schools or programs, research projects and a professional library. To this end, the Board will allot funds in its annual budget. Items of this nature may be approved providing that:

   a. Funds are requested during the prior year so they may be included in the budget.

   b. The Board will establish a professional development fund for each year of the Agreement. The Board reserves the right to eliminate or cut these budgeted items depending upon the exigencies of the budgeting process.

2. Teachers are urged and encouraged to apply for State Board of Education and other available grants which have been established for the purpose of inspiring classroom teachers to try out new ideas with their children.

3. The Board will provide a tuition allowance up to the per credit cost of graduate course credits at the University of Connecticut (UCONN) to a maximum of six credit hours per teacher per year for a maximum of $85,000. If reimbursement is to be given, all courses taken must have the prior approval of the Superintendent and be completed with a grade of B or the equivalent. Application should be made through the Superintendent's office. Any teacher who anticipates securing a degree change by the commencement of the next school year will give written notice to the Superintendent of Schools by December 1st to be able to receive the salary adjustment and change in salary lane in the first pay period in the following fiscal year. The written notice to the Superintendent shall include the teacher's detailed plan of course work for the anticipated completion of the academic program. Failure to meet the December 1st notice requirement will delay the salary adjustment and change in salary lane until January 1 of the following fiscal year.

4. Any teacher who is asked by the Superintendent to present an in-service program will receive $46 per hour for that in-service program. The rate shall increase to $47 per hour in 2026-27 and $48 per hour in 2027-28.

5. Sabbatical Leave

   a. Sabbatical leave is defined as a year of study for which application may be made after seven (7) consecutive years of service in the East Lyme School System. Such leaves are designed to encourage improvement of instruction, supervision, and administration. The prime purpose is a learning experience which will enable the teacher to do a better job.

   b. No more than one (1) sabbatical leave shall be granted in one (1) year.

   c. Sabbatical leaves without pay may be authorized by the Board of Education upon recommendation of the Superintendent.

   d. Requests for sabbatical leave must be received by the Superintendent in writing before November 1st of the school year preceding the year for which leave is requested.

   e. Teachers on sabbatical leave shall receive no compensation.

   f. COBRA insurance shall be made available to the teacher on sabbatical leave at one hundred percent (100%) employee cost.

   g. The teacher on sabbatical leave will receive credit on the salary schedule for the sabbatical year.

   h. Any denial of sabbatical leave shall not be subject to the contractual grievance procedure.

C. Leave of Absence

1. Personal Illness

   Fifteen (15) days annually, accumulative to one hundred seventy-five (175) days, will be allowed. Personal illness leave may be used for the following purposes:

   a. Personal illness or physical incapacity due to illness or disability.

   b. Enforced quarantine of the employee in accordance with community health regulations.

   c. Medical appointments that cannot be scheduled outside assigned work hours.

   d. A doctor's certificate showing date of illness or incapacity may be required after five (5) consecutive work days of absence or in cases of a pattern of abuse.

2. Personal Leave

Up to a maximum of five (5) days, without a loss of pay, will be granted for personal days "such as emergencies, religious observances and/or legal matters."

a. The five (5) days personal leave shall be allowed at the discretion of the teacher. When leave is taken, the request for leave shall be stated in writing and forwarded through the building principal to the Superintendent at least two (2) days before the leave is to be taken. Days will be granted without reason provided they are not to be used for vacation, or the day immediately prior to or after a holiday/school vacation.

b. When a teacher has a known scheduled event, such as weddings, graduations, religious holidays or observances, which falls on a day prior to or after a vacation, the reason must be submitted to the Superintendent forty-eight (48) hours prior to the vacation period. Any approval would be at the discretion of the Superintendent.

3. Discretionary Leave

a. In the discretion of the Superintendent, for any discretionary leaves not provided for in a. or b. above and taken immediately before or after any regularly scheduled school vacation or legal holiday, or for leaves in excess of the five (5) days allowed, 1/189th If the annual contractual salary of the teacher shall be deducted. Personal leave for those purposes will require written notice to the Superintendent at least five (5) days before the leave, and may be denied in the Superintendent's discretion.

4. Leave for Family Illness

For any qualifying leave taken for a family member pursuant to the federal Family Medical Leave Act (FMLA), any teacher may use up to sixty (60) days total of accumulated sick and/or personal leave for such qualifying leave. Use of accumulated sick and/or personal leave for FMLA purposes shall count against the twelve (12) weeks of FMLA leave to which the teacher is entitled.

A teacher may use up to three (3) accrued sick days per year for illness in the immediate family (defined for purposes of this section as child, spouse, parent or parent-in-law). Advance notice will not be required if the day of leave is taken for illness in the immediate family or for an emergency condition wherein advance notice could not have been given. In the case of an emergency leave or illness in the immediate family, the staff member will submit an explanation upon return to work.

The Board may count this leave towards fulfilling its obligations under the Family Medical Leave Act (FMLA).

5. Study of Excess Use of Days

If either Board or teachers feel that there is a disproportionate increase in use of personal leave days, the two parties agree to meet at the request of the other, to consider the advisability of corrective action.

6. Bereavement Leave

In addition to the five (5) days of personal leave, teachers are allowed up to five (5) days per funeral for funerals of spouse, child, parent (in-law), sibling (in-law), grandparent, or grandchild. Leaves for funeral in excess of the five (5) days allowed, if approved by the Superintendent, shall result in the deduction of a substitute's salary.

One (1) day of funeral leave with pay shall be granted to teachers for each occurrence of a death of the teacher's aunt, uncle, niece or nephew.

If additional time is needed beyond one (1) day for a single occurrence, the teacher may have it charged to his/her personal leave time, or take the time without pay with prior approval of the Superintendent.

7. Parenthood Leave

Maternity/Paternity leave shall be in accordance with all applicable state and federal statutes and regulations.

a. Upon the recommendation of the Superintendent and with the approval of the Board, teachers may be granted extended leaves of absence without pay for the purpose of child rearing. Teachers requesting this leave may take this leave for any school year, or portion thereof in which a child is born, adopted, or fostered, and for an additional school year, or part thereof, if the teacher so requests. Teachers returning from this leave will return only at the beginning of their school's quarter or semester. Requests must be submitted in writing to the Superintendent at least thirty (30) days before the leave commences.

b. Teachers on leave may purchase at his/her expense any or all of the health insurance benefits provided under Article V. A. While on leave, the teacher's seniority and other accrued benefits shall be maintained provided that the teacher works more than ninety (90) school days in a school year. Teachers who work less than ninety (90) school days shall not have such time counted towards seniority, but the teacher can resume accruing time toward seniority upon return.

c. The Board may count this leave towards fulfilling its obligations under the Family Medical Leave Act (FMLA).

d. If a teacher on an extended child-rearing leave notifies the Superintendent of Schools, in writing, on or before March 1 of his/her desire to return the following school year, the teacher will be returned to active employment at the commencement of the school year. If the Superintendent or designee does not receive notice by March 1, the Superintendent shall send the teacher a certified mail letter asking whether the teacher intends to return to his/her position. Said certified letter shall be sent on or before March 14th. A teacher's failure to respond to the inquiry from the Superintendent of Schools or designee by April 1st pertaining to the teacher's intent to return shall be considered a resignation of employment.

e. While a teacher is on FMLA qualifying leave associated with child-rearing, adoption and/or foster placement, he/she shall be required to utilize paid leave, to the extent such leave is available, first by utilizing accrued personal leave, and then by utilizing paid sick leave, up to sixty (60) consecutive days. Thereafter, any such leave shall be unpaid.

8. Personal Injury Benefits

Whenever a teacher is absent from school as a result of personal injury caused by an accident arising out of and in the course or employment, he/she shall be paid full salary (less the amount of any worker's compensation award made for temporary disability due to said injury) for the period of such absence, and no part of such absence shall be charged to annual or accumulated sick leave.

9. Jury Duty

Except in extraordinary circumstances, employees of the Board are encouraged to serve on juries when they are called. All extra compensation for jury duty, other than travel expense, will be turned over to the Board or deducted from the regular paycheck at teacher's choice. No leave time will be deducted for jury duty.

10. Presidential Release Time

The President of the Association shall be relieved from teaching duties for up to one full day per month to use for Association business, with the Association paying substitute costs.

11. General Leave

a. Upon the recommendation of the Superintendent and with the approval of the Board, teachers may be granted extended leaves of absence without pay for up to one year. Teachers returning from this leave will return only at the beginning of their school's quarter or semester. Requests must be submitted in writing to the Superintendent at least thirty (30) days before the leave commences.

b. While on leave teachers may purchase at their own expense any or all of the health insurance benefits provided under Article V, A. While on leave, the teacher's seniority and other accrued benefits shall be maintained provided that the teacher works more than ninety (90) school days in a school year. Teachers who work less than ninety (90) school days shall not have such time counted towards seniority, but teachers can resume accruing time toward seniority upon their return.

See Conn. Gen Stat. Sec. 10-151(a)(6)(A).

c. If this leave or any portion thereof qualifies as leave under the Family Medical Leave Act (FMLA) the Board may count this leave time towards its obligations under the FMLA.

d. If a teacher on a general leave notifies the Superintendent of Schools, in writing, on or before March 1 of his/her desire to return the following school year, the teacher will be returned to active employment at the commencement of the school year. If the Superintendent or designee does not receive notice by March 1, the Superintendent shall send the teacher a certified mail letter asking whether the teacher intends to return to his/her position. Said certified letter shall be sent on or before March 14th. A teacher's failure to respond to an inquiry from the Superintendent of Schools or designee by April 1st pertaining to the teacher's intent to return shall be considered a resignation of employment.

12. Sick Leave Bank

Purpose – To provide members with additional paid sick leave when such members have exhausted sick leave due to their personal catastrophic illness or injury or combination thereof, and have provided competent and timely medical certification of said catastrophic illness or injury or combination thereof. Catastrophic illness shall be construed as severe physical or mental illness requiring prolonged hospitalization or recovery. Examples include, but are not limited to; coma, cancer, leukemia, heart attack and/or stroke.

Enrollment in the sick leave bank:

a. Membership in the sick leave bank is voluntary on the part of an employee once said employee has completed five (5) years of service in East Lyme.

b. Members who are eligible to participate shall notify the Business Office in writing by May 31 of the school year preceding their enrollment.

c. Members who choose to participate in the bank shall be automatically re-enrolled.

d. Each teacher enrolling in the bank will donate one (1) days of his/her sick leave to the bank biannually until the bank is built up to approximately two hundred forty (240) days. No more days will be added until the bank is depleted to ninety (90) days. The bank will be built up on two hundred and forty (240) days again and the process repeated. Newly eligible employees shall be permitted to join the sick leave bank by donating one (1) day, even if the bank exceeds two hundred and forty (240) days.

e. Members withdrawing sick leave days from the sick leave bank will not have to replace these days except as a regular contributing member of the bank.

f. If a member chooses to opt out of the sick leave bank, he/she must notify Business Office in writing by May 31 of the school year preceding their withdrawal from the sick leave bank.

g. A member who withdraws from membership in the sick leave bank will forfeit the contributed days. The days not used in the bank are not considered to have any monetary value.

Procedure for requesting sick leave bank assistance:

a. A member fitting the criteria set forth above notifies the Business Office in writing_ requesting a specified number of days from the sick leave bank and providing medical documentation of the member's personal catastrophic illness or injury or combination thereof.

b. Upon the receipt of a request from a member for days from the sick leave bank, the Sick Leave Bank Committee shall be formed, as described below, and shall use the following criteria to determine eligibility of a member to receive donations and to determine the number of days to be allocated from the sick leave bank:

   i. A member must have a catastrophic illness or injury or combination thereof, diagnosed by a physician, and must provide timely and competent medical certification of the catastrophic illness or injury or combination thereof.

   ii. A member must have exhausted all accumulated paid leave.

   iii. A member seeking to access the sick leave bank shall not be entitled to any other paid leave, remuneration from disability payments, workers' compensation, and/or other such benefits, or have any application for such benefits pending.

   iv. A member receiving an allocation of days from the bank must continue to pay for his/her portion of the health insurance premium.

   v. To be eligible for sick leave bank days, the applicant must be able to return to work as certified by a competent medical authority. The Sick Leave Bank Committee may require an applicant to undergo medical evaluation by a physician of its choosing.

   vi. A member shall not be eligible for any paid sick leave from the Sick Leave Bank if he/she has or will seek relief in any state or federal court or personal injury mediation and/or arbitration process or other civil proceeding.

Administration of the sick leave bank:

a. The sick leave bank shall be administered by a four (4) member committee, two (2) members chosen by the Superintendent of Schools, and two (2) members chosen by the ELTA. Each request for paid sick leave from the sick leave bank shall be decided by the Sick Leave Bank Committee on the merits of the individual request. Action of the Sick Leave Bank Committee shall be by majority vote. The Sick Leave Bank Committee may reserve days in the bank, and prorate the allocation of such days in the event that more requests are approved than days available in the bank.

c. The Board of Education shall not be required to pay out more than ninety (90) days from the sick leave bank during any one (1) school year. No more than thirty (30) days shall be expended upon any one (1) employee during any one school (1) year.

d. Those employees not contributing to the sick leave bank shall not participate in it.

e. The decisions of the Sick Leave Bank Committee are neither grievable nor arbitrable.

D. Salaries

1. The salaries of all persons covered by this Agreement are set forth in the Appendix which is attached hereto and made part hereof.

2. All previous teaching experience in public or private schools, business and industry, or in institutions, as well as related work experience in non-educational settings as determined relevant by the Superintendent, may be credited on the salary scale.

3. Any teacher bargaining unit members, who are required to work additional days shall be paid at his/her applicable per diem rate.

4. Fractions of a year's teaching service amounting to one-half a year or more will be credited as a full year. Fractions of a year less than one-half will be dropped. Military service shall be credited in accordance with law.

5. All professional personnel shall have their salary divided into twenty-six (26) equal installments with July and August installments being paid on the last day of the school year, subject to authorized mandatory and voluntary deductions. Premium contributions for July and August shall be deducted from the last paycheck in June.

6. Teachers eligible for transfer from one salary column to another must present evidence of completion of their planned program prior to September 1st of any school year, and should notify the Superintendent of their expectations prior to ~~April~~ December 1 of the current school year. No transfer will be made at any other time. 6/12/25 SMM 6/13/25
   Teacher's being paid at BA level will move to the MA column upon completion of a masters program or upon completion of thirty (30) or more graduate credits in a program approved by the Superintendent. The Superintendent's approval will be based on the value of the graduate courses taken to the system and to the teacher as a professional educator.
   Those who move to the 6th year column will do so upon receipt of a 6th year certificate from an accredited college or upon completion of 60 or more graduate credits in a program approved by the Superintendent.

7. The Board will require direct deposit of a teacher's pay.

8. The Board will make direct deposits to a tax sheltered annuity agency from each paycheck each month as agreed to by the parties.

DI. Health Examination

The Board may offer tuberculosis testing once every three (3) years. Teachers will be required to take the test at the Board's expense. A teacher, whose physician indicates by written opinion that such test or any other form of tuberculosis test, is medically inadvisable for the teacher, shall be excused from taking such test.

DII. Retirement Incentive

1. Teachers will be eligible for a one time only retirement incentive upon the completion of twenty (20) years, the last fifteen (15) of which in East Lyme, of satisfactory service as described in Appendix III.

2. The retirement incentive will be based on fifty percent (50%) of the individual's accumulated sick days up to a maximum of 175 days. (*i.e.* 50% x 175 = 87.5 days).

3. Payment for unused sick leave will be based on 1/187th of the teacher's annual salary.

4. Teachers must have attained the age of fifty (50) in order to be eligible for this benefit.

5. Method of Payment

   a. Up to $5,000 payable upon retirement.

   b. $5,001 to $10,000 payable in two equal payments over two fiscal years.

   c. $10,001 to $15,000 payable in three equal payments over three fiscal years.

   d. More than $15,000 payable in four equal payments over four fiscal years.

   e. All payments will be made in the month of July.

   f. The retiree has the option of having the first installment paid the January following retirement.

   g. Employees shall have the option of receiving cash payments or to deposit such payments into the District's Post Retirement Medical Reimbursement Plan and Prime Trust. All such payment shall be subject to all applicable state and federal deductions.

6. Teachers must notify the Superintendent by December 1st of the retirement year of their intention to retire. Upon notice by December 1 of the retirement year, a teacher with at least ten years service in East Lyme immediately preceding retirement will be entitled to a $1,000 payment.

7. Teachers hired after June 30, 2013 shall not be eligible for the benefits provided in this Section F.

8. In order to be eligible to receive the retirement benefit, a teacher must retire pursuant to the Connecticut Teachers' Retirement System.

G. Classroom Relocation

In the event that a teacher is required to relocate to a new classroom, said relocation shall occur during paid release time. If the teacher and Building Principal agree, relocation may occur outside the normal school day/year, in which case the teacher shall be compensated at the hourly rate contained in Appendix III for work associated with the move. The Building Principal and teacher shall mutually agree on the amount of time required prior to any such relocation.

ARTICLE VI
GRIEVANCE PROCEDURE

Introduction

The Board and the Association recognize that under most circumstances, matters involving personnel relations between professional persons should be handled on an individual, informal basis; that where it becomes necessary to adjudicate such matters in a formal manner, there may be damage to the professional relationship.

On this basis, the Board will expect all of its employees to respect the provisions of its Policies, Administrative Regulations and this Agreement, and to resolve their problems in a professional manner. This article is included only to provide a formal procedure. A sincere effort will be made on the part of the teachers who believe they have grievances to resolve those grievances on an informal basis with an immediate superior in accordance with Board policies.

A. Definitions

A "grievance" to be considered under this formal procedure must be initiated in written form by a teacher(s) within thirty (30) calendar days of its occurrence, and shall mean a complaint by a teacher(s) or the Association (herein after "grievants") that he/she/they has/have suffered because of a violation of a provision of the Agreement.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of this procedure.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level hereinafter specified should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.

Time devoted to resolving problems under this grievance procedure shall not normally be taken from regular school hours.

1. Level One - Principal

If after a sincere effort has been made to settle the complaint on an informal basis, and the grievants believe that the cause of the complaint has not been remedied, they shall set forth the grievance, in writing on the Grievance Procedure form, to their principal specifying:

a. the nature of the grievance.
b. the nature and extent of his/her distress.
c. the results of previous discussions.
d. the portion of this Agreement which the teacher feels has been violated.

If the grievance is not resolved within three (3) school days, the principal shall make a statement on the grievance form for use on Level Two.

2. Level Two – Superintendent

The Superintendent shall confer with the grievants or, if expedient, with the principal and the grievants separately. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period, not to exceed ten (10) school days of the date the principal made, or should have made, his/her statement on the grievance form. If the grievance is not resolved to the grievants satisfaction, the Superintendent shall make a statement on the grievance form within an additional three (3) school days for use on Level Three.

3. Level Three - Board

The Board, or a committee thereof, shall review the grievance, hold a hearing with the grievants if requested, and make a statement on the grievance form of the action taken, within thirty (30) calendar days from the date on which the Superintendent made, or should have made, his statement on the grievance form.

4. Level Four – Impartial Arbitration

If the grievants are not satisfied with the disposition of their grievance at Level Three, or if no decision has been rendered within thirty (30) calendar days of the' submission of the grievance to Level Three, they may request in writing that the Chairman of the Executive Committee of the East Lyme Teacher's Association submit the grievance to arbitration, if, within fifteen (15) days of the receipt of the request, the Executive Committee should decide that the grievance is valid under the definition set forth in A-1 above, and that submitting it to arbitration would be in the

best interest of the East Lyme School System, it shall, by written notice to the Board indicate its intention to seek arbitration. Such notice shall contain a statement setting forth the nature of the dispute and the remedy sought.

The arbitrator shall be limited to the issues submitted to him/her and shall consider nothing else. The arbitrator can add nothing to, and subtract nothing from, the Agreement between the parties or any applicable policy of the Board. The decision of the arbitrator shall be binding on both parties.

D. Costs

1. Each party will bear the total cost it incurred.
2. The fees and expenses to the arbitrator shall be the only costs shared by the two parties.
3. If time is lost by any teacher due to the arbitration proceedings necessitating employment of a substitute, the Board will pay the cost of the substitute. If the arbitrator's award upholds the Board's position, time lost by the teacher must either be without pay or charged to personal time. If the arbitrator's award upholds the teacher's position, the teacher will be paid for the time lost due to the arbitration proceedings.

E. Rights of Teachers to Representation

1. No action of any kind shall be taken by either party or by any member of the administration against any teacher, any school representative, any member of the Professional Rights and Responsibilities Committee, or any other participant in the grievance procedures by reason of such participation.
2. Any teacher may be represented in Levels One, Two, or Three by a person of his/her own choosing. The resolution of all grievances will be put in writing and copies given to the grievant(s) and to the Association.

F. Miscellaneous

1. If, in the judgment of the Executive Committee, a grievance affects a group or class of teachers working in more than one administrative unit, the committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.
2. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
3. When an administrative directive allegedly presents a cause for grievance, it will meanwhile be in effect until the grievance is settled.
4. Failure by the Administration or Board at any level of this procedure to abide by the time limits would enable the grievants to move to the next level. Failure of the grievant to move to the next level within the time limits will result in settling the grievance with the administrative or Board response at that level.

ARTICLE VII
REDUCTION IN STAFF

A. General Statement of Policy

It is recognized that the Board has the responsibility to maintain good public elementary and secondary schools and to implement the educational interest of the state. However, recognizing also that it may become necessary to eliminate certified staff positions in certain circumstances, this policy is adopted to provide a fair and orderly process should such eliminations become necessary.

B. Reasons for Elimination of Certified Staff Positions

It is recognized that the Board has the sole and exclusive prerogative to eliminate certified staff positions consistent with the provisions of the state statutes. Elimination of certified staff positions may result from decreases in student enrollment, changes in curriculum, severe financial conditions, or other circumstances as determined by the Board.

C. Definitions

As used herein the term "teacher" shall apply to any employee of the Board below the rank of Superintendent who holds a position requiring a teaching certificate issued by the Connecticut State Board of Education.

D. Procedure

The applicable bargaining unit shall be notified of the need for staff reduction. In determining the identity of staff who shall thereafter be released, the following guidelines shall apply:

1. Retirement, resignations, voluntary transfers, non-renewals, and terminations for reasons other than position elimination, will first be reviewed to determine if the staff is reduced in sufficient number in this manner to avoid further release of teachers,
2. If additional staff must be released, a review will be made of the performance, qualifications, and ability as a teacher in the East Lyme Public Schools,
3. If in the judgment of the Superintendent, staff members under consideration for layoff have similar skill, qualifications and ability, then those having least years of continuous service[1] in East Lyme will be released first using the following considerations:

    a. Persons with Durational Shortage Area Permit (DSAP), will be laid-off before any non-tenured and tenured teachers certified for the applicable position.

    b. Non-tenured teachers with the least number of years of service in the ELPS will be laid off before tenured teachers. If the years of service are considered equal between two or more staff then the date their signed hiring letter was returned to the Superintendent's office will be used as a tie-breaker.

    c. Tenured teachers are permitted to displace any non-tenured teacher in the employ of the Board provided they are property certified for the position held by the non-tenured staff member and able to show and prove qualification for the position to the satisfaction of the Superintendent. Evidence of qualification can include prior teacher experience in the field or extensive graduate training in the field or similar background. The Superintendent shall delineate the qualifications for all open positions. The Superintendent shall annually provide the president of all professional bargaining units with a list of probationary staff.

    d. If still further reduction is necessary, tenured teachers with the least number of years of teaching experience in the ELPS will be laid off first, provided there are fully qualified teachers to replace them and perform all the needed duties of the laid-off teachers.

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[1] Continuous teaching service is defined as professional employment by the East Lyme Schools with no interruption of service except for military, sabbatical or child-rearing leave. Child-rearing leave will not count toward seniority but there will be no loss of previously accrued seniority during said rearing leave.

Part time teaching service will be pro-rated upon the nearest tenth of teaching load as defined by the letter of employment and a pro-rating of days if service is for less than a full school year. *(e.g.*, a teacher hired to teach three subjects on November 1 would be considered a .6 load x 146/182 school year and would be pro-rated as .48.)

When total years of teaching experience in East Lyme are equal, the following criteria will be applied in the order given:

(1) Date hiring letter was returned to the Superintendent's office,

(2) If the hiring letter date does not discriminate in determining seniority, the president of the Association and the Superintendent shall decide a method of settlement.

e. For the purpose of this policy, a teacher shall be considered to have "tenure" if such teacher is a tenured teacher as defined under the Connecticut General Statutes as amended. Wherever non-renewal or termination is required, such action shall be handled under applicable Connecticut Statutes.

4. Teachers who displace other teachers, and are thereby assigned to a grade or subject which differs from their current assignment, may be required to participate in in-service activities and/or take courses designed to orient said teachers to the specific curriculum, instructional methodologies, and/or general skills associated with their reassignment. In-service activities of this nature will be scheduled at the discretion of the Superintendent.

E. <u>Policy Provisions not Applicable to Promotions</u>

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

F. <u>Recall Procedures</u>

If the contract of employment of a tenured teacher is terminated because of elimination of position, the name of that teacher shall be placed on a reappointment list at the time the teacher is notified of the separation and remain on such list for a period 24 months after the date of separation of that teacher's contract. If a position becomes open during such period, and the teacher has been selected by the Board or Superintendent as a person on the recall list who is certified and most qualified to hold that position, then the teacher will be notified in writing by registered mail, sent to the last known address possible. In determining whether a teacher is qualified for reappointment, the Board shall consider the criteria as set forth in parts VII, D. 1-3. The teacher shall accept or reject the appointment in writing within seven (7) days after receipt of such notification. If the appointment is accepted, the teacher shall receive a written contract within twenty (20) days of receipt of the teacher's reply by the Board. If the teacher rejects the appointment offer or does not respond according to procedure within seven (7) days after receipt of such notification, the name of the teacher will be removed from the recall list. If the position offered is less than the full-time equivalent (FTE) of the position the teacher was laid-off from, then the teacher may accept or reject the position without affecting his or her place on the recall list. If the teacher worked in a part-time capacity of less than .5 FTE immediately prior to the elimination of his/her contract of employment due to a reduction in force, the Board shall not be required to recall the teacher to position of .5 FTE or greater than .5 FTE. If the teacher worked in a part-time capacity of .5 FTE or greater, then the employee shall be eligible for recall to any position that is .5 FTE or greater.

If all efforts to elicit a response from the teacher fail to get a response in fifteen (15) working days, the Board shall fill the position in the usual manner.

Teachers who are re-appointed to positions which result in an assignment to a grade or subject which differs from their most recent assignment in the ELPS, may be required to participate in in-service activities or take courses designed to orient said teachers to the specific curriculum and instructional methodologies associated with their reappointment, in-service activities of this nature will be scheduled at the discretion of the Superintendent.

ARTICLE VIII
Dues Deduction

A. Deductions

The Board agrees to deduct from each teacher who has voluntarily signed a written authorization indicating that he or she wishes to be a member of the East Lyme Teachers' Association an amount equal to the Association membership dues by means of payroll deductions. Membership dues shall be withheld in equal installments from September through and including May. The amount of Association member dues shall be certified by the Association to the Board prior to the opening of school each year.

B. Subsequent Employment

Subject to the provisions of Section B above, those teachers whose employment commences after the start of the school year shall pay a pro-rated amount equal to the percentage of the remaining school year.

C. Forwarding of Deduction

The Board agrees to forward to the Association each pay period a check for the amount of money deducted during that pay period. The Board shall include with such a check a list of teachers for whom such deductions were made.

D. Hold Harmless

The Association agrees to indemnify and hold harmless the Board against any and all claims, demands, suits, damages and costs, including attorney's fees, or any other form of liability that may arise out of, or by reason of, actions taken by the Board for the purpose of complying with the provisions of this Article.

E. Lists

No later than the first paycheck in October of each school year, the Board shall provide the Association with a list of all teacher bargaining unit employees of the Board and the positions held by said employees. The Board shall notify the Association monthly of any changes in said list.

F. Reference to Association

The singular reference to the "Association" herein shall be interpreted as referring to the East Lyme Teachers' Association, the Connecticut Education Association and the National Education Association.

ARTICLE IX
PREPARATION TIME

A. Definition

Preparation time shall be that uninterrupted self-directed time during the teaching day when 1.0 F.T.E. teachers shall perform professional duties such as; preparing lesson plans or materials, correcting papers, conferring with students, parents, or colleagues, or performing any other professional duty. While in most circumstances, principals shall avoid scheduling meetings or activities during the designated preparation time, the Association understands that occasionally the Administration shall utilize this time for emergencies or PPT meetings.

B. Elementary school teachers in grades PreK – 4 shall have an average of 225 minutes of preparation time weekly, with no less than 30 continuous minutes of preparation time each full student school day. The Administration may occasionally need to alter this time due to emergencies or PPT meetings. Beginning with the 2026-2027 school year, this shall be extended to no less than forty-five (45) continuous minutes of preparation time each full student school day.

C. Middle school teachers shall have an average of 225 minutes preparation time weekly.

D. 1. High school teachers shall have an average of 85 minutes of preparation time daily. Teachers of grades 9-12 shall not normally be assigned more than five teaching periods per two day cycle. If an additional teaching period is needed, and agreed to by the Association, the parties agree to compensate the teachers proportionately.

2. In unusual circumstances, if a class is established to address a specialized, distinctive or infrequent academic need, the Superintendent and the Association will meet and confer prior to the notification and/or assignment of the teacher; for example, if a teacher has a specialized, distinctive and infrequent class of less than seven students.

ARTICLE X
RECRUITMENT AND RETENTION COMMITTEE

A. The Board and the Association will establish a Recruitment and Retention Committee devoted to ensuring East Lyme remains a first choice district for future teachers.

B. The Committee will meet in the fall and spring and present its findings and/or recommendations to the Association and the Board.

C. The Committee works to openly and cooperatively address recruitment and retention concerns, but the Committee's actions are neither contractual nor grievable.

D. The Committee may make recommendations; however, the parties acknowledge implementation of any recommendations that impact on terms of employment can only be done through the collective bargaining process.

ARTICLE XI
SEVERABILITY CLAUSE

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.

DURATION

The contract shall be effective as of July 1, 2025 and shall remain in full force and effect until June 30, 2028, unless reopened pursuant to its terms.

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

EAST LYME BOARD OF EDUCATION

By: _____
11/14/24

EAST LYME TEACHERS' ASSOCIATION

By _____
11/14/24

APPENDIX-I

EAST LYME PUBLIC SCHOOLS
East Lyme, Connecticut

GRIEVANCE PROCEDURE FORM

Level I Principal's Statement
Level II Superintendent's Statement
Level III Board Statement
Level IV Association Consideration of Appeal

_____
Grievance Statement
Date _____

Teacher's Signature
_____
Level I
Date _____

Principal's Signature
_____
Level II
Date _____

Superintendent's Signature
_____
Level III
Date _____

Board Chair's Signature
_____
Level IV
Date _____

Association President's Signature
_____

APPENDIX-II

EAST LYME PUBLIC SCHOOLS
SALARY SCHEDULE 2025-2026

STEP	BA	BA+30 or MA	MA+30 or 6th Year
1			
2	48,415	52,324	56,245
3	50,791	54,895	59,011
4	53,283	57,593	61,917
5	55,900	60,429	64,973
6	58,696	63,405	68,175
7	61,535	66,531	71,543
8	64,562	69,811	75,074
9	67,737	73,254	78,788
10	71,073	76,868	82,680
11	76,065	82,030	88,022
12	83,364	89,674	96,020

All teachers not at maximum shall move on step for the 2025-26 work year.

The Board will pay $1,000 additional per year upon attainment of an earned doctorate.

APPENDIX-II

EAST LYME PUBLIC SCHOOLS
SALARY SCHEDULE 2026-27

STEP	BA	BA+30 or MA	MA+30 or 6th Year
1			
2	49,893	54,390	58,390
3	52,317	57,013	61,211
4	54,859	59,765	64,175
5	57,528	62,658	67,292
6	60,380	65,693	70,559
7	63,276	68,882	73,994
8	66,363	72,227	77,595
9	69,602	75,739	81,384
10	73,004	79,425	85,354
11	78,096	84,691	90,802
12	86,380	93,394	99,931

All teachers not at maximum shall move on step for the 2026-27 work year.

The Board will pay $1,000 additional per year upon attainment of an earned doctorate.

APPENDIX-II

EAST LYME PUBLIC SCHOOLS
SALARY SCHEDULE 2027-2028

STEP	BA	BA+30 or MA	MA+30 or 6th Year
1			
2	51,401	56,498	60,578
3	53,873	59,173	63,455
4	56,466	61,980	66,479
5	59,189	64,931	69,658
6	62,098	68,027	72,990
7	65,052	71,280	76,494
8	68,200	74,692	80,167
9	71,504	78,274	84,032
10	74,974	82,034	88,081
11	80,168	87,405	93,638
12	89,486	97,226	103,959

All teachers not at maximum shall move on step for the 2027-28 work year.

The Board will pay $1,000 additional per year upon attainment of an earned doctorate.

APPENDIX-II (A)

EAST LYME PUBLIC SCHOOLS
East Lyme, Connecticut

SALARY SCHEDULE

Longevity:

1. For employees hired on or before June 30, 2019, after 15 years of service (ten of which must be in East Lyme), longevity will be paid on the following schedule:

Years of Service	Amount of Longevity
0-14	$ 0
15-19	$1,300
20-24	$1,950
25-29	$2,600
30-and beyond	$3,250

2. Employees hired on or after July 1, 2019, will be paid longevity as set forth above after 15 years of service in East Lyme.

3. Longevity will be earned on the first day of the month following the anniversary date of the teacher signing the East Lyme contract of employment. The amount will be pro-rated with the months of the school year, September-June, equal to one-tenth of the longevity stipend. September 1 anniversary dates will equal one complete year.

4. A maximum of two years' credit will be allowed for military service; one to apply when the teacher is hired, the second after one year of satisfactory service.

APPENDIX III

SUPPLEMENTAL PAY
Background Statement

Supplementary pay is offered by the Board for work done with students above and beyond the regular teaching assignment and/or beyond regular teaching hours as defined in the Agreement.

Such pay is only granted when positions have been approved by the Board and included in the approved budget.

The Board may add new positions throughout the contract period. The Superintendent of Schools will consult with the ELTA President prior to determining the stipend or salary placement of the new position.

The appointment of teachers and other persons to positions under Supplemental Pay is in accordance with the following stipulations:

> NOTE: The number of coaches and advisors listed per activity is advisory in nature. The actual number needed per sport of activity each year will be determined by the Superintendent of Schools. In some instances, positions may be split based on the needs of the program. When split, each coach or advisor will receive 50% of the payment listed for the position and will reflect each of the coaches' experience level if appropriate.

Extracurricular Philosophy

The East Lyme Public School District and the Association recognize the need for comprehensive student activities outside of regular school hours to enhance curriculum, content learning outcomes and provide students with access to opportunities to support their social and emotional well-being. Extracurricular activities provide new learning experiences, develop a greater sense of belonging within the community, and allow students the opportunity to develop socially, intellectually, emotionally and physically. The East Lyme Public School District and the Association believe the successful operation of any extracurricular program is dependent upon the formation of a clear compensation schedule and guidelines. These elements provide the extracurricular program with a clear foundation that allows for flexibility to address the changing needs of the student population.

Procedures for Adding/Subtracting Stipend Positions

1. Staff member brings a written extracurricular proposal to the building principal for consideration before October 1st of the current fiscal year.

2. Building principal accepts or declines the proposal.

3. If accepted, the principal will forward the approved proposal to the Association to confirm its place by using the extracurricular stipends rubric and placement on the compensation schedule.

4. The Association then sends the proposal to the Superintendent for consideration and final approval.

Procedures for Maintaining Current Stipend Positions

1. All stipend positions need to submit a written report and will be evaluated by the building administrator (or their designee) at the conclusion of the activity and prior to final payment.

2. Open positions are immediately communicated by the building principal to the central office and posted.

Procedures for Changing Level or Removing a Stipend Position from the Schedule

1. Recommendation for changes to the stipend schedule is forwarded to the building principal and Association for their consideration.

2. Once approved, the principal and Association make a recommendation to the Superintendent for final approval.

Additional Activity Funding

Teachers seeking financial support for innovative opportunities for students, which are not currently on the extracurricular stipend schedule or in the budget, are encouraged to seek funding from their building-level principal.

Funds from the principal's budget will be available to support these requests on a discretionary basis. The process for making requests will be determined by the administration. Priority will be given to requests that further the school's mission and align with the district's action plan.

1. Supplemental Pay

a. Supplementary pay is not offered for work wherein released time is offered or activities are held during school hours. If pay is offered under these conditions, it is to be done for extenuating circumstances and subject to annual review, and included in the approved budget for that year.

b. Payment for supplementary positions will be made in two equal payments. The first payment will be made on one of the pay dates in the months listed below:

   1. Fall Sports: October

   2. Winter Sports: January

   3. Spring Sports: April

   4. Non-athletic: January

   Once activity has been completed, the final payment will be made after submission of the written report. The principal passes the report to the superintendent with a recommendation for payment. Upon approval by the superintendent, payment will be made within two payroll periods as part of the regular payroll check.

2. Athletic Supplemental Positions

For the Athletic Supplementary positions, the following criteria will apply:

In recognition of East Lyme Teachers' service to the district, the stipends for East Lyme Teachers listed in the schedule below are 10% higher than those listed for non-East Lyme Teachers. Retired East Lyme Teachers who coach will be considered East Lyme teachers.

All non-East Lyme Teachers that received an athletic stipend in 2018-2019 will receive the same stipend as an East Lyme Teacher provided he/she continues coaching without interruption in service.

3. Non-Athletic Supplemental Positions

For the Non-Athletic Supplementary positions, the following criteria will apply:

a. **Category 5:** Positions that require the supervision of teachers and professional staff in a supervisory/oversight role. This role does not include performance of teacher/staff evaluations.

b. **Category 4:** Positions that require teachers to assist other teachers in meeting curricular needs, such as one that requires coordination of district resources.

c. **Category 3:** Positions that require teachers to work with students in activities that require a significant community component. These programs typically require several meetings/performances outside of the regular school day.

d. **Category 2:** Position that involve work with students in service clubs or in activities that enhance curricular offerings.

e. **Category 1:** Positions that generally involve social awareness or that support student activities that meet infrequently or are one-time occurrences.

4. Position Postings

Open positions will be posted each spring and those interested in the position will apply via AppliTrack.

Athletic Supplementary Schedule

	EL Teacher			Non EL Teacher		
	2025-26	2026-27	2027-28	2025-26	2026-27	2027-28
GWI	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
Assistant Athletic Director (M/W)	7,316	7,426	7,537	6,584	6,683	6,783
Head Coaches						
Level 1 (1-3 years)	5,457	5,538	5,622	4,909	4,982	5,057
Level 2 (4-6 years)	7,036	7,142	7,249	6,330	6,424	6,521
Level 3 (7 or more years)	8,613	8,742	8,874	7,753	7,869	7,987

Football Head Coach will receive a 5% increase over the supplemental rates listed above

Athletic Supplementary Schedule

	EL Teacher			Non EL Teacher		
	2025-26	2026-27	2027-28	2025-26	2026-27	2027-28
Assistant Coaches	4,932	5,006	5,081	4,440	4,506	4,574

Assistant Football Coaches will receive a 5% increase over the supplemental rate listed above.

	EL Teacher			Non EL Teacher		
	2025-26	2026-27	2027-28	2025-26	2026-27	2027-28
Athletic Advisors						
Football (Spring)	490	498	505	449	455	462

Non-Athletic Supplementary Schedule

CATEGORY		TITLE	QUALIFICATIONS
5	25-26: $4,156 26-27: $4,260 27-28: $4,367	CIL (HS) After School Activities Coordinator (MS) Head Teacher (Elem) Instructional Coaches (DW)	Supervision / Oversight
4	25-26: $3,002 26-27: $3,077 27-28: $3,154	Curriculum Fellows (MS) Curriculum Fellows (Elem) Team Leaders (MS) Team Leader (Elem)	Curriculum centered
3	25-26: $2,424 26-27: $2,485 27-28: $2,547	Choral Director (HS) Drama Director, Fall (HS) Drama Director, Spring (HS) National Honor Society Advisor (HS) Orchestra Director (HS) Concert Band Director (HS) Technology Facilitator (HS) Band Director (MS) Choral Director (MS) Drama Director (MS) Orchestra Director (MS) Video Journalism Advisor (MS)	Academic (not part of class) Extra external/internal Community component
2	25-26: $1,847 26-27: $1,893 27-28: $1,941	Chemical Safety (DW) Class Advisor, Senior (HS) Ecology Club Advisor (HS) Fine Arts Magazine Advisor (HS) Honor Society Spanish, French Key Club Advisor (HS) Literary Magazine Advisor(HS) Math League Advisor (HS) Newspaper Advisor (HS) Student Senate Advisor (HS) Yearbook Advisor (HS) Yearbook Advisor (MS) Early Morning Show Advisor (MS) Early Morning Show Advisor (Elem) Music Director (Elem)	Service club Adjunct to class
1	25-26: $1,271 26-27: $1,303 27-28: $1,335	Best Buddies (HS) Freshman Class Advisor (HS) Sophomore Class Advisor (HS) Junior Class Advisor (HS) Costume Director (HS) Cultural Awareness Advisor (HS) Gender & Sexuality Alliance Advisor (HS) Peers Reaching Out Advisor (HS) Assistant Drama Director, Fall (HS) Assistant Drama Director, Spring (HS) Student Expo Coordinator (HS) Tri-M Honor Society Advisor (HS) Future Health Prof (HOSA) (HS) Distributive Education Clubs of America (DECA) (HS) A.V. Coordinators (Elem)	Social awareness Assistance/support Mostly internal One-time function

Title	EL Teacher			Non EL Teacher		
	2025-26	2026-27	2027-28	2025-26	2026-27	2027-28
Marching Band Director (HS) paid as Assistant Coach	4,980	5,105	5,233	4,483	4,595	4,710
Band Instructors (HS)	2,724	2,793	2,862	2,452	2,513	2,576

	2025-26	2026-27	2027-28
Clubs Subject to Change (MS)			
MS Club Stipend	1,265	1,296	1,329
Amount total not to exceed	33,436	34,271	35,128

Middle School Athletics	EL Teacher			Non EL Teacher		
	2025-26	2026-27	2027-28	2025-26	2026-27	2027-28
Interscholastic Sports – Head Coach	3,637	3,728	3,821	3,273	3,355	3,439
~~**Band Instructors (HS)**~~	2,971	3,046	3,122	2,674	2,741	2,810

Interscholastic Sports - Assistant Coach (MS)

3. Hourly Rate: Effective July 1 each year, some instructional activities will receive reimbursement on a fixed hourly rate to be determined with each new Agreement. This will cover such activities as summer school, curriculum development, etc., or other programs approved by the Board of Education.

Hourly Rate:

2025-26:	$44.23
2026-27:	$45.11
2027-28:	$46.01

APPENDIX IV

ELTA STATEMENT OF PROFESSIONALISM

It is not the function of the Association to enforce administrative policies regarding the professional responsibilities of teachers. However, the Association does recognize its obligation to promote and maintain a high level of professionalism among its members. Accordingly, the Association expects all members to adhere to the CEA Code of Ethics and to all regulations governing the teaching staff of East Lyme.

To further clarify its position with respect to professional conduct, the Association announces the following policy statements:

1. That educators are entitled to continued employment, tenure status, and yearly increments only as a result of quality performance and not merely by virtue of the fact that they are educators or members of the Association.

2. That administrators are encouraged in their insistence that staff members meet their professional responsibilities as a condition of continued employment.

3. That such attributes as punctuality, appropriate classroom attire, conscientious planning of lessons and professional dedication are expected.

(adopted by the Association, April 30,1968)