

Collective Bargaining Agreement
between the
Marlborough Board of Education
and the
CEA - Marlborough

July 1, 2022 to June 30, 2025

October 27, 2021
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WHEREAS, the Board of Education and the Association, as the exclusive representative of its teaching and special services personnel, have the statutory obligation pursuant to Section 10-153d(b) inclusive, of the Connecticut General Statutes, as amended, to negotiate with respect to salaries, hours (as defined by P.A. 87-250), and other conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement;

IT IS HEREBY AGREED as follows:

Preamble

This Agreement is negotiated under Section 10-153a through 10-153g of the General Statutes of the State of Connecticut, as amended, in order to fix for its term the salaries, hours (as defined by P.A. 87-250), and all other conditions of employment provided herein.

This Agreement shall constitute an understanding of the Board and the Association in the subject areas covered by the Agreement for the duration of the Agreement unless changed by the mutual consent of both parties. Changes to this negotiated Agreement shall be in writing and made only upon mutual consent by the Board and the Association. Previously adopted policies, rules or regulations in conflict with this Agreement are superseded by this Agreement.

Article 1

Recognition

The Board recognizes the Association for the purpose of professional negotiations as the exclusive representative of all certified professional employees of the Board, in positions requiring state certification and employees holding a Durational Shortage Area Permit below the rank of Principal and Assistant Principal excluding temporary substitute teachers.

Article 2

Definitions

As used in this Agreement, the following terms shall have the meanings as set forth below:

1. *"Board"* - The Board of Education of the town of Marlborough, Connecticut.
2. *"Superintendent"* - The Superintendent of Schools for Marlborough or his/her designee.
3. *"Association"* - CEA - Marlborough
4. *"Teacher"* - All personnel as defined in Article 1, Recognition.

5. *"Teacher Contract"* - The Collective Bargaining Agreement negotiated between the Marlborough Board of Education and the CEA - Marlborough.
6. *"Teacher's Annual Salary Agreement"* - The yearly salary notice to each teacher.

Article 3

Salary

- A. Teachers shall receive salary in accordance with the salary schedule attached as Appendix A and made a part hereof.
- B. 1. The teacher Salary Schedule listed in Appendix A of this Agreement shall be interpreted and applied in accordance with the following:
 - 4th Year - A Baccalaureate degree earned at an accredited college or university.
 - 5th Year - A Masters degree or the completion of thirty (30) credits beyond the Baccalaureate degree in a planned program, in either case from an accredited college or university.
 - 6th Year - A Sixth Year Certificate, or a second Masters degree, or the completion of thirty (30) credits beyond a Masters degree, in any case from an accredited college or university in a planned program. A certified and licensed Speech Pathologist with a Master's Degree shall be placed on the 6th Year schedule provided such person has a valid license from the Connecticut State Board of Health, and holds a Certification of Clinical Competency (CCC) from A.S.H.A. A certified School Psychologist, who holds a Master's Degree that requires sixty (60) credits, shall be placed on the Sixth Year column.
2. Upon completion of 15 hours, one-half (1/2) credit toward an approved 5th Year or 6th Year program of study, the teacher will qualify for movement to the 4th + 15, for not more than five years, or the 5th + 15 for not more than ten years.
3. Teachers must give satisfactory evidence of any degree change to the Superintendent prior to October 1 of the school year for the movement from one salary level to another during that school year. In order to move salary levels, the degree earned must be earned from a fully accredited institution of higher learning in a course of study approved by the Superintendent.
4. Programs of study leading to the 5th, and/or 6th Year, salary placement must be approved in advance by the Superintendent of Schools. Courses not specifically

included in the original program of study shall be subject to approval by the Superintendent of Schools.

- C. Teachers disabled as a result of injury incurred during the performance of their duties shall be paid the difference between their regular net salary and worker's compensation by utilizing any available accrued sick leave on a pro rata basis. Such payment shall terminate when the worker's compensation award terminates or one year from the date of disability, or when accrued sick leave is exhausted whichever first occurs.
- D. Teachers shall be granted up to two years credit in service increments on the Salary Schedule for active duty service in the Armed Services of the United States.
- E. After a teacher has been on the maximum step for one year, said teacher shall be entitled to receive longevity payment in the amount of \$750 above the salary schedule. (In the event the number of steps to maximum is increased, said teacher shall be entitled to receive the difference between longevity and increment, whichever is greater.) Employees hired on or after July 1, 1996, shall not be eligible for this longevity benefit provided in the contract.

Article 4

Extra Pay for Extra Duty

- A. Extra duty positions for which extra compensation shall be paid shall be determined by the Board of Education except as otherwise provided in this Agreement. These positions may include, but are not limited to homebound instruction, summer school and summer curriculum work and designated after school programs.
- B. When a position other than homebound instruction becomes available, job descriptions showing the duties of the position, qualifications, rate of pay and anticipated duration of the position will be posted for at least five days. The posting shall be in the faculty room and on the district's e-mail. For homebound instruction, positions shall not be posted. If the student's needs permit instruction to be provided outside of school hours, the homebound position will be made available only after the student's teacher has been consulted and offered the position.
- C. Teacher participation for the available positions is strictly voluntary.
- D. If there are two or more candidates, the position shall be offered to the teacher with the greatest seniority and deemed most qualified by the Superintendent. The individual may hold the position for a maximum of two years or the duration of the committee, unless no other member of the bargaining unit elects to apply.
- E. The Board has the sole authority to establish and abolish these extra duty positions.
- F. Nothing herein pertains to volunteer help which may be requested by the administration.

- G. Rates of pay, which do not include transportation, for Board approved programs are outlined in Appendix B.

Article 5
Payroll Deductions

- A. All requests for payroll deductions must be made on forms developed by the Superintendent of Schools.
- B. Payroll deductions for the year must be requested prior to October 1 of each school year. Subsequent changes, other than tax sheltered annuity contract changes, may be made upon approval of the Superintendent. New tax sheltered annuity contracts shall only commence on October 1 and February 1. There may not be more than one change of amount contributed in a given school year.
- C. The Association agrees to save the Board of Education and its agents harmless from any claims, demands, suits or judgments which may arise because of the implementation of this Article.
- D. The list of approved deductions is as follows:
 - 1. NEA/CEA/CEA-M
 - 2. Tax Sheltered Annuity Plans
 - 3. Credit unions
 - 4. Dues deductions
 - 5. 403 B Plan
 - 6. IRA
 - 7. FSA
 - 8. Health/Dental Premium contributions
 - 9. HSA Annual Deductible contributions, if elected
- E. Upon the submission of a voluntary written authorization signed by a teacher, the Board of Education agrees to deduct from each member of the association's salary an amount equal to the Association membership dues by means of payroll deductions. The amount of deduction for membership dues shall be equal to the total Association membership dues divided equally from and including the first paycheck in September through and including the last paycheck in June. The amount of Association membership dues shall be certified by the Association to the Board of Education prior to the opening of the school year.

Those Association members whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the remaining school year.

The Board shall pay to the designated CEA-M representative such accumulated withholdings at its convenience not later than thirty (30) days subsequent to the period of withholding.

Article 6

Tuition Reimbursement for Advanced Study

- A. The Board of Education will reimburse teachers for successful completion of college credits in graduate level courses at a fully accredited institution of higher learning in a course of study approved by the Superintendent under the following procedures:
1. Limits for reimbursement under this contract shall be: \$8,000 per year
 2. In the event that monies allocated in paragraph 1 above are not sufficient for all courses approved, the payment specified in paragraphs 4 and 5 below shall be prorated. All payments under this Article shall be made prior to June 30th of each school year.
 3. Courses for reimbursement must be approved by the Superintendent, in advance when practicable, on a form developed by him/her.
 4. A teacher having completed a 5th year program or thirty (30) hours beyond the baccalaureate degree shall be reimbursed at \$300 per credit hour. To qualify for this reimbursement, such teacher must have completed twenty (20) months of service in the district.
 5. No teacher will be reimbursed for more than two courses per contract year unless at the end of the year there is money available in the account provided by the Board of Education for this purpose. In the event there are funds available, teachers will be reimbursed one course at a time in the order of course approval by the Superintendent of Schools.
 6. Teachers on leave are not eligible for reimbursement under this Article. Part-time teachers are eligible for the course credit reimbursement provisions contained herein in accordance with the following restrictions:
 - a. There shall be no duplication of benefits by obtaining eligibility for reimbursement through another school system.
 - b. The stipend defined in Section A.4. above shall be prorated for part-time teachers based upon the part-time teacher's full-time equivalency.
 7. The amount of reimbursement shall not exceed actual cost to the teacher (excludes reimbursement for courses paid for by grants, fellowships, etc.). Proof of teacher payment of tuition and successful completion of courses, with a grade of B- (or its equal) or better except in pass/fail courses, shall be provided to the Superintendent prior to reimbursement.

- B. This provision shall not apply to individuals initially employed with a Durational Shortage Area Permit.

Article 7

Educational Improvement

The Administration shall, after consultation with the professional staff, recommend to the Board for its consideration as many workshop days as are needed to best fulfill the educational program. The number of workshop days recommended to the Board shall vary depending upon yearly needs. Teachers must attend such Board approved workshops when provided during school hours in place of normal classroom activities.

Article 8

Work Year

- A. The work year for employees covered by this agreement shall consist of 186 days.
- B. Staff and/or committee meetings are not to be considered an extension of the work day.
- C. During the term of this contract, the Board of Education shall determine the schedule for the student instructional year.
- D. The work day for employees covered by this Agreement will begin at 8:10 a.m. Employees covered by this Agreement must perform all duties and responsibilities beyond the instructional day in accordance with current practice.

Article 9

Vacancies

- A. A list of open positions shall be made available to all teachers. Such vacant positions shall be filled on the basis of qualifications after careful review by the Superintendent of Schools pursuant to the following procedures:
 - 1. The existence of position vacancies shall be posted within the system, at least five school days prior to the date of filling such vacancy. The posting shall be on the bulletin board in the faculty room and on the school's email server. . Where a need to fill a vacancy arises during the summer months, the Association will be notified. The requirement for the posting of vacancies shall be as follows: permanent vacancies caused by creation of a new position; retirement; resignation; or death; or any temporary vacancy of ninety-one (91) days or more in a given school year.

2. A notice of a vacancy shall set forth the qualifications for the position.
3. Teachers who desire to apply for such position vacancies shall file their application in writing with the Superintendent within the time limit specified in the notice.

Article 10

Curriculum and Textbooks

The professional staff may be involved by the administration in developing recommendations to the Board on textbook and curriculum change.

Article 11

Leaves

All leaves shall be granted without pay unless the context of the section states specifically to the contrary.

A teacher on leave shall have his/her original position or an equivalent position for which he or she is qualified made available upon return from any leave provided that the teacher returns from such leave at the beginning of a school year and provided that such leave not exceed eighteen (18) months duration. The offering of one position meets the Board's obligation in this instance, and if such initial offer is refused, no further offers are required.

In the event of a reduction in force, any teacher on leave shall be treated as though the teacher were an active member of the Marlborough School staff. With the exception of leave as provided for in paragraph "J" of this Article (Educational Leave), unpaid leave time shall not count toward total contractual experience in the Marlborough School System. Unpaid leave taken pursuant to paragraph J (Educational Leave) shall count toward total contractual experience in the Marlborough School System.

A. Personal Days

1. Teachers may be allowed up to a total of five (5) days per contract year of absence with pay. Said absences may be allowed for the following reasons:
 - a. For legal reasons
 - b. For marriage (self, children, parents, siblings, and siblings of spouse)
 - c. For illness in the immediate family
 - d. For death in the family or attendance at funerals
 - e. For religious holidays
 - f. For attendance at graduation exercises (self, spouse, son, daughter)
 - g. For birth of child by wife or adoption of child

- h. For personal business that cannot be transacted outside of regular school hours. One such personal business day may be taken without the need to state a reason or to provide an explanation for absence. Such days shall not be taken before or after a weekend holiday or vacation.
- 2. Application for leave under provisions 1 (a), (b), (e) and (f) shall be made to the principal at least forty-eight hours before taking such leave. For leave taken under provisions (c), (d), (g) and (h), application shall be made at least twenty-four hours before taking such leave, except in cases of extreme hardship. The teacher must identify the specific category of leave on a form provided by the Superintendent of Schools.
- 3. Leave taken pursuant to the above provisions shall be in addition to any sick leave to which the teacher is entitled. Such personal leave shall not be cumulative.

B. Sabbatical Leave

- 1. Upon recommendation of the Superintendent, the Board may grant leave to any member of the professional staff. The purpose of such leave shall be self improvement and benefit the school district. Personnel granted sabbatical leave are required to complete the program undertaken successfully to qualify for the salary increment for educational advancement. If approved teaching experience is gained during the sabbatical leave, credit will be given for such experience for purposes of salary schedule placement.
- 2. Requests for sabbatical leave must be received by the Superintendent of Schools in writing in such form as may be required, no later than April 1 of the school year in which the sabbatical is requested. It is understood that the deadline of April 1 may be waived at the discretion of the Superintendent of Schools when fellowships, grants or scholarships awarded later in the year make such a deadline unreasonable.
- 3. This provision shall not apply to individuals initially employed with a Durational Shortage Area Permit.

C. Exchange Teachers Leave

In any year teachers may be exchanged for teachers from some other school district in the United States or in a foreign country. Such exchange shall be initially recommended by the Superintendent to the Board of Education, which shall take final action in approving or disapproving the request.

D. Professional Leave

The Superintendent of Schools and/or his/her designee may allow additional absences with pay for attendance at professional conferences, meetings, visitations to other schools, or

other gatherings when, in his/her judgment, such professional activities are justified with regard to potential benefits which may accrue to the school district.

E. Sick Leave

1. Absence with full pay shall be granted at the rate of fifteen (15) days per year. Sick days earned but unused at the close of each school year may be accumulated up to 190 days provided the teacher remains in the continuous service of the Board.
2. If approved Sabbatical, General, Childrearing or Teacher Exchange leave is terminated by return to the Marlborough School System, the unused sick days granted for prior service shall be reinstated.
3. The Superintendent of Schools may require a doctor's certificate for sick leave showing date(s) of illness and fitness for duty after three (3) consecutive days of illness or when sick leave abuse is suspected. A physician's statement will be required for absences lasting longer than fifteen (15) working days. Additionally, the Board may require examination by a physician at the Board's expense.
4. If a teacher has accumulated the maximum number of days absence allowed by the contract and exceeds that number of accumulated days because of a critical personal illness, he/she may request in writing special consideration from the Board of Education, through the Superintendent of Schools. The Board will act on each request on its merits as determined by the Board of Education. Granting additional days with pay in one case shall not be precedent in subsequent cases.

F. Parenthood Leaves

1. Pregnancy and Childbirth Leave
 - a. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be treated the same as any other illness.
 - b. Accumulated sick leave shall be available for use during periods of such disability.
 - c. Disability leave without pay beyond any accumulated sick leave may be available for such reasonable further period of time as a female employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy.
2. Childrearing Leave
 - a. Any certified professional employee after thirty (30) months of continuous employment or twenty (20) months if regaining tenure shall be entitled, upon written request submitted to the Superintendent of Schools, to an extended leave without pay for purposes of childrearing, apart from any period of childbirth disability leave, without pay. Such employee shall be entitled to such leave for

any school year or reasonably requested portion thereof in which the child is born, adopted, and for one additional school year if requested by the employee.

- b. Childrearing leave shall be subject to the following provisions:
 - (1) Employees requesting leave shall submit written notice not less than thirty days prior to the anticipated date of end of service.
 - (2) Insurance may continue in effect, provided the teacher on childrearing leave elects to make all premium payments.

3. Family Medical Leave

An employee 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-month period in accordance with the Act. Any accumulated paid leave time must be exhausted first in situations where the leave being taken by the employee is covered by the Act, and said paid leave shall be included in (and shall not be in addition to) the aforementioned twelve weeks of allowable leave. A medical certificate acceptable to the Board shall be required for FMLA leave situations.

Employees on FMLA leave without pay shall continue to accumulate sick leave; and, the continuity of employment shall be preserved for purposes of seniority.

Employees on FMLA leave shall have their health insurance coverage maintained during such leave on the same terms as if they had continued to work; provided if employee fails to return to work, the employee shall be liable for the retroactive premium payments as provided by the Act.

G. Academic Leave

Upon the recommendation of the Superintendent of Schools, the Board may grant leave, for a period of time not to exceed three weeks, to begin programs of study resulting from foundation or scholarship grants. Any teacher granted such leave shall be required to pay for a substitute teacher.

H. General Leave

Upon the recommendation of the Superintendent of Schools, other extended leaves without pay may be granted by the Board for a period of no more than one-half of a school year.

I. Temporary Disability Leave

Upon recommendation of the Superintendent of Schools, the Board may grant a leave of absence without pay for the restoration of health provided that the teacher has exhausted his/her accumulated sick leave.

J. Educational Leave

Upon recommendation by the Superintendent of Schools, the Board of Education may grant a leave of absence for professional work with EAST CONN or similar education organizations specifically approved by the Board of Education. The following conditions will apply:

1. Leave may be granted to a maximum of one teacher per year.
2. Duration of leave to be one school year with no pay or benefits.
3. Teacher on such leave is guaranteed the right to return to the same teaching position or a comparable position (e.g. full time, part time) within the school.
4. Fringe benefits may be continued at the teacher's expense.
5. The returning teacher shall be placed at the appropriate salary step as though he/she had remained in the system.
6. Teachers must be on tenure to qualify for this leave.

Article 12

Insurance

- A. The Board shall continue to offer a High Deductible Health Plan with a Health Savings Account with deductibles of \$2,000 for individual and \$4,000 for two person or family (Appendix C). Teachers shall contribute 13.5% of the premium cost for this plan in the 2022-2023 school year, 13.5% of the premium cost for this plan in the 2023-2024 school year and 14% of the premium cost for this plan in the 2024-2025 school year. Teachers are also responsible for the entire deductible. Prescriptions shall be treated as any other medical expense, subject to deductible, but one deductible is met, then there shall be a \$5/25/40 copay per prescription.

The Board shall provide each teacher and/or his/her family with the Blue View Vision Plan.

Should any Federal statute or regulation be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will reopen Article 12 (and related Appendix C) for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

- B. The Board will provide each teacher and/or his/her family with the Blue Cross/Blue Shield Full Dental plan with Riders A & B. Effective July 1, 2022, each employee shall

contribute through bimonthly payroll deductions the same percentage of the total premium cost of his or her dental coverage as he/she pays toward health insurance. Employees will have the option of purchasing full family dental coverage at their own expense.

- C. The Board will provide \$25,000 Term Life Insurance for each certified employee and those initially employed with a Durational Shortage Area Permit subject to "age reductions" of the carrier (currently 35% at age 70 and 50% at age 75).
- D. All of the above (except Life Insurance) shall be offered to retirees (except those eligible for Medicare) at their expense and subject to carrier approval. For all teachers whose retirement becomes effective after June 30, 1986 payment for insurance is due ten (10) days in advance of each quarter for which coverage is required.
- E. The Board may provide such insurance either through the carrier(s) listed herein or through alternate carriers provided that the coverage, benefits, and administration of claims is substantially equivalent to or better than provided by the carrier listed herein. In terms of the administration of any payment of claims, a carrier that normally provides payment of claims within thirty (30) days from the date that the claim is filed with the carrier or its agent(s) shall be deemed to be substantially equivalent.

The President of the Association shall be notified in writing within thirty (30) days of any intention to change carriers and shall have a reasonable opportunity to review the proposed changes. The President shall provide specific written reasons to the Board within the thirty-day period should the Association disagree with the change.

Should the Board and Association disagree that the changes proposed will not result in coverages, benefits, and administration of claims that are substantially equivalent, then the Association, within thirty (30) days of the notification to its President of the proposed change, may file a grievance. Such grievance shall immediately proceed to the Superintendent pursuant to the grievance clause of this Agreement. In addition, if the Board and Association disagree at any time that the changes implemented did not result in substantially equivalent coverages, benefits, and administration, the Association may within thirty (30) days of its discovery file a grievance.

- G. The Board of Education shall continue to maintain a Section 125 pre-tax wage deduction plan in accordance with applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) which will be designed to permit exclusion from taxable income of the employee's share of health insurance premiums only, so long as said provisions allow for such a plan. The Board shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of the employee insurance premium contributions. Neither the Union nor any teacher covered by this agreement shall make any claim or demand nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other costs or loss arising from a flaw or defect in the salary reduction agreement or from a change in law which may reduce or eliminate the employee tax benefits to be derived from this plan.

The Board shall also adopt and maintain an IRS Flexible Spending Account for dependent care. The following provisions will apply:

1. Under no circumstances will the Board be required to contribute any monies to the FSA or to any account established pursuant hereto.
 2. Each teacher desiring to participate in the FSA must apply for participation and enroll by submitting completed forms provided by the Board thirty (30) days prior to September 1 of each plan year in which he or she desires to participate.
 3. Each teacher wishing to participate in the FSA must, thirty (30) days prior to September 1, inform the Board in writing of the amount he/she wishes to contribute to the account during the plan year (a minimum of \$500, up to the maximum allowed per IRS regulations per plan year for dependent care), which shall be divided by the number of payroll periods scheduled for the plan year to determine the amount to be deducted from each paycheck during that plan year.
 4. As a condition precedent to the establishment of an account under the Plan, the teacher must submit to the Plan Administrator, on forms approved by the Board, written authorization for the Board to deduct from his or her salary, the amounts to be diverted to his or her plan account, which shall be the same amount from each paycheck issued during the plan year. As a further condition, the teacher shall pay, by authorized automatic payroll deduction, the monthly charge for participation in said plan attributable to him/her.
 5. The Board makes no representations or guarantees as to the initial or continued viability of this salary reduction agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Association or any teacher covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost of loss arising from a flaw or defect in the salary reduction agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.
- H. The Board shall provide, at its expense, a Long-Term Disability Plan.

Article 13
Method of Payment

- A. Teachers will be offered the option of being paid in either of the following ways:
 - 1. 10-month basis (22 equal installments). Paychecks of such equal installments will be issued biweekly from September through June of the school year at which time the remaining installments will be rendered in a lump sum.
 - 2. 12-month basis (26 equal installments, with the July and August checks added to the final installment at the close of the school year). Payments will be made automatically by option #2 unless notice is given prior to school commencement to elect option #1. No changes will be accepted after school commencement.
- B. If a teacher's employment is less than a full year, the teacher's pay will be pro-rated on a per diem basis. This does not include sick leave.
- C. Teachers shall have electronic direct deposit of their paychecks to the bank(s) of their choice. Direct deposit is mandatory for all teachers.

Article 14
Teaching Assignments

- A. Upon employment, teachers shall receive their initial assignments from the administration when the assignment is known. Notification of such assignment shall mean only the grade or subjects to be taught and shall not be all-inclusive of the duties the teacher must perform.
- B. Teachers already in the system shall receive notification of their programs for the ensuing school year by June 1 of the current year, subject to later changes in assignments if considered necessary by the administration. When such changes are made, teachers shall be notified as soon as possible by the administration.
- C. In the determination of assignments, the convenience and wishes of the teacher shall be honored to the extent that in the judgment of the administration these considerations do not conflict with the instructional requirements and best interests of the school system and the students. Reasonable effort shall be made to avoid requesting that a teacher be moved up or down more than two grade levels.
- D. Teacher(s) who desire to transfer to another grade and/or subject shall file a written statement of such desire with the principal at the time of the posting. Teachers who desire a transfer that is not available at the time, shall forward a request to the principal no later than April 1st, specifically stating which assignment(s) he/she would be interested in, if available.

Article 15
Reduction in Force

- A. No tenured teacher, as defined by Connecticut General Statutes shall be laid off when a position exists which is either vacant or occupied by a non-tenured teacher for which the tenure teacher is certified and qualified.
- B. The name of any employee who has been laid off shall be placed upon a reappointment list and remain on such list for one (1) year provided such teacher does not refuse a reappointment and provided such teacher applies, in writing by certified mail, for retention of his name on said list on or before June 1 of each year subsequent to his termination.
- C. It shall be the Board's sole responsibility to mail the offer of reappointment by certified mail to the teacher's address on file in the Personnel Office at least fourteen (14) days prior to the date of reappointment. The teacher shall accept or reject the appointment in writing within five (5) business days of the receipt of the offer. Rejection of a reappointment shall serve to remove the teacher from the recall list.
- D. No new employees shall be hired to fill a position for which an employee on the reappointment list is certified and qualified, unless all teachers that are qualified for that position that are on the reappointment list have rejected said appointment. The employee with the greatest length of service shall be given preference.
- E. No employee who has been laid off shall be entitled to payment or accrual of any compensation or fringe benefits whether or not he remains on the reappointment list, other than those benefits guaranteed by law. An employee who is reappointed from the list shall be entitled to reinstatement of any benefits earned or accrued at the time of layoff. Reappointment shall be at the next salary step commensurate with the step he/she had attained prior to layoff.
- F. In the event that staff reductions must include tenured teachers, the Board shall adhere to the following criteria:
 - 1. Total contractual experience in the Marlborough School System.
 - 2. Total contractual experience in Regional District #8.
 - 3. Total contractual experience in any system.
 - 4. Degree status.
- G. It is understood that this article shall not apply to individuals initially employed with a Durational Shortage Area Permit. Such individuals have no contractual rights in reference to layoff and/or recall.

Article 16
Grievance Procedure

A. Purpose

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

B. Definitions

1. "*Grievance*" shall mean a complaint by a grievant that his/her rights under the specific language of the Agreement have been violated, or that as to him/her there has been a misapplication or misinterpretation of a specific provision of this Agreement. Any grievance alleging a violation of a specific evaluation procedure may be brought to the Board level only. The Board may not direct any change in the substance of the evaluation.
2. "*Grievant*" shall mean a specific member or specific members of the bargaining unit affected by the alleged violation or misinterpretation.
3. "*Party In Interest*" shall mean the specific person or persons filing a grievance, including any designated representative as provided for herein.
4. "*Days*" shall mean days during the teacher work year.

C. Time Limits

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by a written agreement of the parties in interest.
2. If a grievant does not file a grievance in writing within thirty (30) days after he/she knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
3. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
4. Failure by an administrator to render his/her decision within specified time limits shall allow the grievant to proceed automatically to the next level.

D. Informal Procedures

1. If a grievant feels that he/she may have a grievance, he/she must first discuss the matter with his/her principal.
2. If the grievant is not satisfied with such disposition of the matter, he/she shall have the right to have the Association assist him/her in further efforts to resolve the problem informally with the principal.

E. Formal Procedures

1. Level One - School Principal

- (a) If a grievant is not satisfied with the outcome of informal procedures, the grievance shall be submitted to the principal in writing citing the provision or provisions of the Agreement that have been allegedly violated or misinterpreted and stating the facts upon which the grievance is based and the remedy requested.
- (b) The principal shall, within ten (10) days after receipt of the written grievance, render his/her decision and the reason therefore in writing to the grievant.

2. Level Two - Superintendent of Schools

- (a) If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may, within five (5) days after the decision is received, file his/her written grievance with the Superintendent of Schools.
- (b) The Superintendent shall, within ten (10) days after receipt of the grievance, meet with the grievant (and their representative) for the purpose of resolving the grievance.
- (c) The Superintendent shall, within ten (10) days after the hearing, render his/her decision and the reasons therefore in writing to the grievant.

3. Level Three - Board of Education

- (a) If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within five (5) days after the decision, file the grievance with the Board of Education.
- (b) The Board of Education shall, within twenty (20) days after receipt of the appeal, meet with the grievant for the purpose of resolving the grievance.

- (c) The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the grievant.

4. Level Four - Arbitration

- (a) If the grievant is not satisfied with the disposition of his/her grievance at Level Three, he/she may, within five (5) days after the decision, request in writing to the President of the Association his/her grievance be submitted to the executive committee for consideration of moving it on 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 or notify the grievant of the executive committee's decision not to move the grievance forward to arbitration.
- (c) The Chairman of the Board and the President of the Association (with their respective representatives) shall, within ten (10) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within ten (10) days, the Association shall file the grievance with the American Arbitration Association (AAA) and an arbitrator shall be selected under applicable AAA rules.
- (d) The arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the record of prior hearings, and shall hold such further hearings with the grievant and other parties in interest as he/she shall deem requisite.
- (e) The arbitrator shall, within thirty (30) days after his/her hearings are completed, render his/her decision in writing to all parties in interest, setting forth his/her finding of fact, reasoning and conclusions on the issue submitted.
- (f) The arbitrator may only hear and decide a grievance based upon alleged misapplication or misinterpretation of this Agreement. The decision of the Board shall be final in all other matters. 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 the provisions of this Agreement. The decision of the arbitrator shall be binding on both parties. Fees and expenses of the arbitrator shall be borne equally by the Board and the Association.

F. Rights of Teachers to Representation

- 1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.

2. Any party in interest may be represented at any level of the 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 teacher organization other than the Association.

G. Miscellaneous

1. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of participants.
2. Forms for filing and processing grievances and other necessary documents shall be the standard grievance forms.
3. If the grievance occurs as the result of an action of other than the grievant's immediate superior the grievance may be processed immediately at the appropriate level.

Article 17

General Provisions

- A. The provisions of this Agreement regarding salary, personal days, sick leave, and payment of group insurance premium as stipulated, shall apply to full-time teachers. Teachers working on a less than full-time basis shall receive salary, personal days, and payment of group insurance premiums prorated in proportion to the percentage relationship between their part-time work schedule and a full-time work schedule.
- B. There shall be no reprisals of any kind against any teacher by reason of his/her membership in a professional organization or participation in its activities.
- C. This Agreement contains the full and complete agreement between the Board and the Association on all negotiable issues, and neither party shall be required during the term thereof to negotiate upon any issue, whether it is covered or not covered in this Agreement.
- D. The Board shall provide each teacher with a complete text of this Agreement or any successor agreement.
- E. All provisions of this Agreement would apply equally to all teachers without discrimination in regard to age, race, creed, color, religion, nationality, sex, sexual preference or orientation, or marital status. Any claimed charge of discrimination as a violation of federal or state laws or constitutions shall not be grievable under the Agreement but shall be dealt with through the proper judicial/legal process.
- F. Teachers shall be notified if their classroom will be relocated for the ensuing school year and given the resources and time to complete the relocation.

The parties recognize that the individual needs of each teacher may vary therefore the administration and reassigned teacher shall meet to mutually determine resources and time.

Article 18

Management Prerogatives

Except as otherwise specifically provided in this Agreement as amended from time to time, the Board has and will continue to retain the sole right, responsibility and prerogative to direct the management and operation of the public schools within Marlborough including, but not limited to the following:

To maintain public schools and such other educational activities as it, in its judgment, deems will best serve the interests of Marlborough, to give the children of Marlborough as nearly equal advantage as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, land, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to designate the schools which shall be attended by the various children within its jurisdiction; to make such provisions as will enable each child of school age residing in the town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore, and to approve plans for school buildings, to prepare and submit budgets to the Board of Finance and in its sole discretion, expend monies appropriated by the town for the maintenance of the schools, and to make such transfers of funds within the appropriate budget as it shall deem desirable.

To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Board.

To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices and procedures with the exception of mandatory subjects of bargaining.

To discontinue processes or operations or to discontinue their performance by employees.

To select and to determine the number and types of employees required to perform the Board's operations.

To employ, transfer, promote or demote employees, or due to layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board in accordance with this Agreement or applicable statute.

To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

To insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

To create job descriptions and revise existing job specifications as deemed necessary.

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

Article 19

Just Cause

No teacher shall receive a written reprimand, be reduced in compensation, be denied an increment or be suspended without pay without just cause. This provision shall not apply to the appointment or non-reappointment to a stipend position.

The termination of a teacher initially employed with a Durational Shortage Area Permit shall not be subject to this article.

Article 20

Personnel File

No material originating after original employment shall be placed in a teacher's personnel file unless the teacher has been notified and has had an opportunity to review the material. The teacher may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

Any complaint made against a teacher or person for whom the teacher is administratively responsible, by any parent, student, or other person, shall promptly be called to the attention of the teacher. In no case shall any anonymous and/or unsubstantiated complaint be placed in any teacher's file.

Article 21
Severance Benefits

Upon the death, of a teacher during employment with the Marlborough School System, and after fifteen (15) years of service in good standing, the teacher's estate shall be paid 10% of all accumulated unused sick days, based on the individual's annual salary, up to a limit of one hundred sixty (160) days. Such severance benefit shall be paid to the employee's beneficiary/estate no later than January 31 of the school year following the death. After 15 years of service in good standing, a teacher who provides the Superintendent with an irrevocable letter of resignation or retirement effective at the end of the school year, on or before January 15, shall be paid 15% of all accumulated unused sick days, based on the individual's annual salary, up to a limit of one hundred sixty (160) days. Employees, who submit resignations or retirements after January 15, shall receive no severance benefit. In cases of undue hardship, the Superintendent shall waive the notice requirements. Severance benefits shall be paid to the employee no later than January 31 of the school year following the resignation or retirement. Teachers hired on or after July 1, 2013 shall not be eligible for the benefits described in this paragraph.

Years of service under a Durational Shortage Area Permit shall count for the purpose of this article.

Article 22
Stipends for Mentors

A teacher who serves as a Mentor shall receive a stipend equal to the amount provided by the State to the District (or a minimum of \$250, whichever is greater) for each teacher's service as a Mentor for the Teacher Education and Mentoring (TEAM) Program.

Article 23
Preparation Periods

"Preparation Periods" are defined as those periods of time when the activities undertaken by the classroom teacher, during the student day, are related to the classroom preparation or other preparation related to the teacher's assignments as selected by the teacher. The teacher shall remain on-site during her or his preparation period unless permitted off-site by the Superintendent. The required teacher attendance times before and after school are not considered preparation periods. All classroom teachers shall, in addition to their lunch period, have the use of the regularly scheduled Art, Music, Physical Education and Library-Media periods as the preparation periods intended to be provided under this section. On days when Art, Music, Physical Educational and Library-Media are not scheduled, a minimum consecutive thirty (30) minute period of preparation time will be scheduled. All other members of the bargaining unit shall receive the equivalent amount of preparation time as classroom teachers. In the event of unforeseen circumstances, (e.g. staff reductions), this article may be reopened by either party.

Article 24
Severability

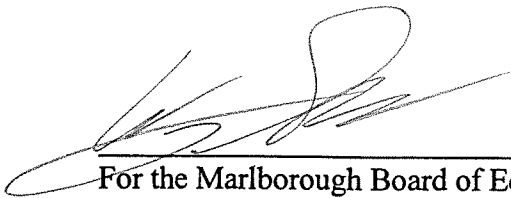
In the event that any of the provisions of the Agreement are ruled invalid by an authority of established legal jurisdiction, the balance and remainder of the Agreement shall remain in full force and effect.

Article 25
Duration


The provisions of this Agreement shall be effective July 1, 2022, and shall continue and remain in full force and effect until June 30, 2025.

The CEA - Marlborough and the Marlborough Board of Education hereby agree that teachers shall be paid in accordance with the terms of Appendix A.

Signatures



For the Marlborough Board of Education



For the CEA - Marlborough

Date: 11/3-2021

Date: 11/2/21

Appendix A

2022-2023 Teacher Salary Schedule

<u>Yrs. of Exp.</u>	<u>Step</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>5th Year</u>	<u>M.A.+15</u>	<u>6th Year</u>
0	1	55,133	57,774	60,646	63,761	67,121
1	2	56,813	59,450	62,328	65,683	69,038
2	3	58,729	61,369	64,247	67,841	71,196
3	4	60,890	63,525	66,398	70,235	73,592
4	5	63,285	65,914	68,802	72,877	76,228
5	6	65,914	68,557	71,429	75,748	79,104
6	7	68,802	71,429	74,311	78,867	82,225
7	8	71,916	74,552	77,429	82,225	85,576
8	9	75,273	77,911	80,787	85,815	89,172
9	10	78,867	81,502	84,377	89,654	93,010
10	11	83,660	86,292	89,172	94,450	97,807
11	12	88,119	90,789	93,704	99,041	102,441
12	13	91,673	94,345	97,264	102,614	106,015

2023-2024 Teacher Salary Schedule

<u>Yrs. of Exp.</u>	<u>Step</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>5th Year</u>	<u>M.A.+15</u>	<u>6th Year</u>
0	1	56,429	59,132	62,071	65,259	68,698
1	2	58,148	60,847	63,793	67,227	70,660
2	3	60,109	62,811	65,757	69,435	72,869
3	4	62,321	65,018	67,958	71,886	75,321
4	5	64,772	67,463	70,419	74,590	78,019
5	6	67,463	70,168	73,108	77,528	80,963
6	7	70,419	73,108	76,057	80,720	84,157
7	8	73,606	76,304	79,249	84,157	87,587
8	9	77,042	79,742	82,685	87,832	91,268
9	10	80,720	83,417	86,360	91,761	95,196
10	11	85,626	88,320	91,268	96,670	100,105
11	12	90,190	92,923	95,906	101,368	104,848
12	13	93,827	96,562	99,550	105,025	108,506

2024-2025 Teacher Salary Schedule

<u>Yrs. of Exp.</u>	<u>Step</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>5th Year</u>	<u>M.A.+15</u>	<u>6th Year</u>
0	1	57,755	60,522	63,530	66,793	70,312
1	2	59,514	62,277	65,292	68,807	72,321
2	3	61,522	64,287	67,302	71,067	74,581
3	4	63,786	66,546	69,555	73,575	77,091
4	5	66,294	69,048	72,074	76,343	79,852
5	6	69,048	71,817	74,826	79,350	82,866
6	7	72,074	74,826	77,844	82,617	86,135
7	8	75,336	78,097	81,111	86,135	89,645
8	9	78,852	81,616	84,628	89,896	93,413
9	10	82,617	85,377	88,389	93,917	97,433
10	11	87,638	90,396	93,413	98,942	102,457
11	12	92,309	95,107	98,160	103,750	107,312
12	13	96,032	98,831	101,889	107,493	111,056

Appendix B

Rates of Pay for Extra Duty Positions

		<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
Homebound Instruction	Minimum per hour:	\$41	\$42	\$43
Summer School	Minimum per hour:	\$41	\$42	\$43
Summer Curriculum Work	Minimum per hour:	\$41	\$42	\$43
Invention Convention*		\$1,020	\$1,044	\$1,069
Student Council		\$1,020	\$1,044	\$1,069
Music Festival Advisor*		\$408	\$418	\$428
	Maximum per Teacher:	\$204	\$209	\$214
Unified Sports*		\$1,020	\$1,044	\$1,069
	Maximum per Coach:	\$510	\$522	\$535
6 th Grade Play*		\$1,020	\$1,044	\$1,069

* All amounts are per activity which may be shared by another teacher.

These extra duty positions are for responsibilities that occur either before or after school. An additional fund will be held in a flexible account to support other before or after school programs which are approved by administration and the Board during the term of the contract

APPENDIX C

CENTURY PREFERRED USA \$2,000 / \$4,000 ANNUAL DEDUCTIBLE

Century Preferred HSA is a preferred provider organization (PPO) plan.

COST SHARE PROVISIONS	<i>In-Network Member Pays:</i>	<i>Out-of-Network Member pays:</i>
Annual <i>Deductible (individual / aggregate family)</i>	\$2,000 / \$4,000	
Coinsurance	Not Applicable	20% after deductible up to
Coinsurance Maximum <i>(individual / aggregate family)</i>	\$2,000 / \$4,000	
Cost Share Maximum <i>(individual / aggregate family)</i>	\$3,000 / \$6,000	
Lifetime Maximum	Unlimited	\$1,000,000

PREVENTIVE CARE	<i>In-Network After Annual Deductible Member pays:</i>	<i>Out-of-Network After Annual Deductible Member pays:</i>
Well child care	\$0, <i>Deductible waived</i>	20%
Periodic, routine health examinations	\$0, <i>Deductible waived</i>	20%
Routine eye exams	\$0, <i>Deductible waived</i>	20%
Routine OB/GYN visits	\$0, <i>Deductible waived</i>	20%
Mammography	\$0, <i>Deductible waived</i>	20%
Hearing screening	\$0, <i>Deductible waived</i>	20%

MEDICAL CARE		
Office visits	\$0	20%
Outpatient mental health & substance abuse	\$0	20%
OB/GYN care	\$0	20%
Maternity care	\$0	20%
Diagnostic lab and x-ray	\$0	20%
High-cost outpatient diagnostic — <i>prior authorization required</i>	\$0	20%
Allergy services		
<i>Office visits/testing</i>	\$0	20%
<i>Injections – 80 visits in 3 years</i>	\$0	20%

HOSPITAL CARE -<i>Prior authorization required</i>		
Semi-private room <i>(General/Medical/Surgical/Maternity)</i>	\$0	20%
Inpatient mental health & substance abuse	\$0	20%
Skilled nursing facility - <i>up to 120 days per calendar year</i>	\$0	20%
Rehabilitative services — <i>up to 60 days per person per calendar year</i>	\$0	20%
Outpatient surgery - <i>in a hospital or surgi-center</i>	\$0	20%

EMERGENCY CARE		
Walk-in centers	\$0	20%
Urgent care — <i>at participating centers only</i>	\$0	<i>Not Covered</i>
Emergency care	\$0	\$0
Ambulance	\$0	\$0

OTHER HEALTH CARE	In-Network After Annual Deductible Member Pays:	Out-of-Network After Annual Deductible Member Pays:
Outpatient rehabilitative services <i>50 visit maximum for PT, OT, ST, and Chiro per year.</i>	\$0	20%
Durable medical equipment / Prosthetic devices <i>Unlimited maximum per calendar year</i>	50%	50%
Diabetic supplies, drugs & equipment <i>Diabetic drugs are covered at in-network benefit level.</i>	50%	50%
Infertility services – <i>prior authorization required</i> Some restrictions may apply	\$0	20%
Home health care	\$0	20%
Prescription drugs – <i>filled at a pharmacy</i>	\$0	20%

PREVENTIVE CARE SCHEDULES

Well Child Care (including immunizations)

- ▶ 6 exams, birth to age 1
- ▶ 6 exams, ages 1 - 5
- ▶ 1 exam every 2 years, ages 6-10
- ▶ 1 exam every year, ages 11-21

Adult Exams

- ▶ 1 exam every 5 years, ages 22 - 29
- ▶ 1 exam every 3 years, ages 30 - 39
- ▶ 1 exam every 2 years, ages 40 — 49
- ▶ 1 exam every year, ages 50+

Mammography

- ▶ 1 baseline screening, ages 35-39
- ▶ 1 screening per year, ages 40+
- ▶ Additional exams when medically necessary

Vision Exams: 1 exam every 2 calendar years

Hearing Exams: 1 exam every 2 calendar years

OB/GYN Exams; 1 exam per calendar year

Notes To Benefit Descriptions

- ▶ In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- ▶ Home Health Care services are covered when in lieu of hospitalization. Includes infusion (IV) therapy.
- ▶ Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants. Covered services are subject to a lifetime maximum of \$1,000,000.
- ▶ Members are responsible for the balance of charges billed by out-of-network providers after payment for covered services has been made by Anthem Blue Cross and Blue Shield according to the Comprehensive Schedule of Professional Services.

Please refer to the SpecialOffers@Anthem brochure in your enrollment kit for information on the discounts we offer on health-related products and services.

This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred HSA Plan. Please refer to your Subscriber Agreement/Certificate of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.

A product of Anthem Blue Cross and Blue Shield serving residents and businesses in the State of Connecticut.

SIDE LETTER

The Marlborough Board of Education and the CEA - Marlborough hereby agree as follows:

1. As part of the 2016-19 negotiations, the doctoral lane of the salary schedule was eliminated.
2. The teacher who is on the doctoral lane in the 2015-16 school year shall receive a general wage increase that is equal to the increase at the maximum of the schedule for each year of the 2022-25 contract. No other teacher shall receive this rate of pay.

For the CEA - Marlborough

Amy Ferris

Date: 11/2/21

For the Marlborough Board of Education

[Signature]

Date: 11-2-2021

