

# Agreement

between the

Vernon Board of Education

and the

Vernon Education Association

July 1, 2021 to June 30, 2025

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**Article I  
PREAMBLE**

A. This Agreement is negotiated under Section 10-153a through 10-153f of the General Statutes of the State of Connecticut, as amended, in order (a) to fix for its term the salaries and all other conditions of employment provided herein, and (b) to encourage and abet effective and harmonious working relationships between the Vernon Board of Education (hereinafter "Board") and the Professional Staff in order that the cause of public education may be best served.

B. The Board and the Vernon Education Association (hereinafter "Association") recognize the importance of responsible participation by the entire professional staff in the educational process, planning, development and growth. To this end they agree to maintain communication to inform about programs, to guide in development and to assist in planning and growth either by committee, individual consultation or designated representatives.

C. This Agreement shall constitute the entire agreement 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. Such mutually consented change shall be in writing and in accordance with the consultation procedure herein. Previously adopted agreements, rules or regulations in conflict with the Agreement are superseded by this Agreement.

**Article II  
RECOGNITION**

A. The Board hereby recognizes the Association as the exclusive representative, as defined in the Connecticut General Statutes as amended, for all certified professional employees who are employed by the Board in positions requiring a teaching certificate or holders of a Durational Shortage Area Permit and who are not in the administrators' unit (requiring an intermediate administrator or supervisor certificate or the equivalent thereof) or excluded from the purview of sections 10-153a to 10-153g, inclusive, of the Connecticut General Statutes, as amended.

1. In accordance with Public Act 03-174, Board instructional employees holding valid DSAPs and who have an assignment requiring possession of a DSAP shall become members of the Teacher Unit as defined in Section 10-153 of the Connecticut General Statutes, and shall be represented by the Association for purposes of collective bargaining;

2. DSAP holders shall be subject to the provisions of the Board-Association labor agreement concerning the payment of Association dues with the dues to be set by the Association and made known to the Board in writing;

3. Compensation of DSAP holders and their eligibility to receive certain contractual fringe benefits shall be determined in accordance with established Board practice and procedures regarding DSAP staff, which practice and procedures shall continue in effect;

4. DSAP holders are not subject to the provisions of the Teacher Tenure Act (Sec. 10-151, Conn. Gen. Stat.), and shall thus not be subject to the Reduction in Force/Layoff and Recall provisions of the parties' labor contract applicable to teachers, and shall be considered "at-will" employees.

#### **B. Proration for Part-Time Teachers**

Part-time employees who are members of the bargaining unit shall, during the term of this agreement, be entitled to receive insurance coverages as provided in this agreement on a prorata basis with respect to premium payment. The Board shall pay that portion of the premiums for contractually provided insurance coverage which equals the percentage of the full-time employee schedule worked by the part-time employee. The individual employee shall pay the remaining percentage of the premium expense through payroll deduction, should the employee elect to be so covered.

C. Unless otherwise indicated, the term "*teacher*" when used hereinafter in this Agreement shall refer to all employees in the above unit.

### **Article III PROFESSIONAL NEGOTIATION**

A. The Board and the Association agree to commence negotiations in good faith pursuant to Section 10-153 of the Connecticut General Statutes, as amended, not less than 210 days prior to the Board budget submission date, in accordance with the procedures set forth herein, to secure a successor agreement relative to all matters concerning salaries and all other conditions of employment. The agreement so negotiated shall bind and inure to the benefit of the Board and all members of the bargaining unit and shall be reduced to writing and signed by the Board and the Association.

B. The Board and the Association shall cooperate with one another upon reasonable request to provide information, statistics and records, which the Association or the Board may deem necessary for proper administration of the contract. Either party may, if it so desires, utilize the services of outside consultants or negotiators and may call upon professional and lay representatives to assist in the negotiations.

## Article IV 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 affecting the welfare or working conditions of teachers. Both parties agree that proceedings shall be kept as confidential as is appropriate.

### B. Definitions

1. "*Grievance*" shall mean a claim based upon an event or condition which affects the welfare or conditions of employment of a teacher or group of teachers and/or arising from the language of this agreement or an alleged breach thereof.
2. "*Teacher*" shall mean any certified professional employee covered by this agreement.
3. "*Days*" shall mean days when school is in session. During the summer recess, "days" shall be defined as business days.

### C. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the Board and the Association.

1. If a teacher 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.
2. Failure by the aggrieved teacher 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.
3. All grievances must be processed after school hours.

### D. Informal Procedures

1. If a teacher feels that he/she may have a grievance, he/she may first discuss the matter with his/her principal or other appropriate administration in an effort to resolve the problem informally.

### E. Formal Procedures

**1. Level One - School Principal**

a. If an aggrieved teacher is not satisfied with the outcome of informal procedures, or if he/she has elected not to utilize such procedures, he/she may present his/her claim as a written grievance to his/her principal or other appropriate administrator.

b. The principal shall, within five (5) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association.

**2. Level Two - Superintendent**

a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level One, he/she may, within three (3) days after the decision, or within eight (8) days after his/her formal presentation, file his/her written grievance with the Association for referral to the Superintendent of Schools (hereinafter "Superintendent").

b. The Association shall, within five (5) days after receipt, refer the grievance to the Superintendent, but prior to so doing, the Association shall provide an opportunity for the aggrieved teacher to meet with the appropriate Association committee to review the grievance.

c. The Superintendent shall, within ten (10) days after receipt of the referral, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance. A full and accurate record of such hearing shall be kept by the Superintendent and made available to the party or parties concerned or their authorized representatives and the Board upon written request.

d. The Superintendent shall, within three (3) days after the hearing render his/her decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association unless extreme extenuating circumstances made it impossible for the Superintendent to comply with Section d.

**3. Level Three - Board**

a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within three (3) days after the decision file the grievance again with the Association for appeal to the Board.

b. The Association shall, within three (3) days after receipt, refer the appeal to the Board.

c. The Board or its designated Grievance Committee shall, within ten (10) days after the receipt of the appeal, meet with the aggrieved teacher and with representatives of the Association for the purposes of resolving the grievance. A hearing of the grievance shall include testimony if offered from the aggrieved teacher with representatives of the Association if desired as well as testimony from the Superintendent or other administrator(s) if offered. Both parties may be allowed to present testimony if they wish.

d. The Board shall, within three (3) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association unless extreme extenuating circumstances make it impossible for the Board to comply with Section d.

#### **4. Level Four – Arbitration**

a. If the aggrieved teacher is not satisfied with the disposition of this grievance at Level Three, he/she may, within three (3) days after the decision, request in writing to the president of the Association that his/her grievance be submitted to arbitration.

b. The Association may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing.

c. The Chairman of the Board and the President of the Association shall, within five (5) 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 five (5) days, the American Arbitration Association or the American Dispute Resolution Center shall immediately be called upon to select the single arbitrator.

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 Board and the Association as he/she shall deem requisite.

e. The arbitrator shall, within thirty (30) days after conclusion of the hearings, render his/her decision in writing to the Board and the Association setting forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding.

f. The costs for the services 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. The Association may act as or for an aggrieved teacher at any stage in this procedure provided that this shall not be interpreted to limit the right of a teacher to present his/her own grievance without representation by the Association. Any grievant may be represented at Levels Two and Three of the formal grievance procedure by a person of his 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. When a teacher is not represented by the Association, the Association shall have the right to state its views.
3. No teacher may file for arbitration as an individual. Only the Association may file an appeal to arbitration.
4. The Association and/or the Board may, if they so desire, call upon any professional services for consultation and assistance at any stage of the procedure.

**G. Miscellaneous**

1. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

**Article V  
CONTRACTS**

The Board agrees to provide each returning teacher and any new hire with electronic access to the teacher's salary, step and years of experience prior to the beginning of the new school year or upon being hired, as applicable. Upon the teacher's electronic confirmation, this information will be documented in his/her personnel file.

**Article VI  
LEAVES OF ABSENCE**

**A. Personal Leave**

1. Teachers may be granted up to five (5) days paid personal leave in each school year for imperative personal business which could not effectively be conducted outside of school hours, subject to application to the principal, supervisor or Superintendent with formal approval of the Superintendent or

his/her designee. No personal leave shall be used to extend a school vacation or school holiday.

In some situations, a staff member may be in need of a personal day for a purpose so sensitive that he/she is unable, and shall not be required, to share details with the Administration unless the request will extend a vacation or holiday.

2. Personal leave is non-accumulative.

3. Requests for personal leave shall, when possible, be submitted at least seven (7) working days prior to the requested day of leave. In extreme emergencies, personal leave may be granted to eligible staff members unable to request personal leave in advance.

#### **B. Bereavement Days**

Up to two (2) days additional leave with full pay may be granted in the event of death within the immediate family. Immediate family shall be defined as parents, grandparents, spouse, sibling, child, stepchild, grandchild, son or daughter-in-law, mother or father-in-law, brother or sister-in-law, and any relative who is domiciled in the teacher's household.

#### **C. Religious Days**

After five (5) days of personal leave have been used, the Superintendent may grant up to three (3) additional days provided the teacher has already used his or her five (5) personal leave days, and the same number of additional days requested has been used for religious observance.

#### **D. Unauthorized Absence**

Loss of pay for teachers for unauthorized absence shall be based on the current daily rate of pay of the teacher in the year of occurrence. Such rate shall be determined by the number of days teachers are required to be present.

#### **E. Maternity Leave**

Temporary disabilities caused or contributed to by pregnancy or childbirth will be treated as any other temporary disabilities. Leave and reinstatement from leave will be in accordance with applicable federal and state laws. Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.

#### **F. Childrearing Leave**

1. Teachers wishing to apply for extended childrearing leave without pay must request such leave in writing to the Board through the Superintendent in accordance with applicable federal and state statutes. This leave, separate from sick leave or disability leave related to childbirth, must be for the year or reasonable portion of the year in which the child is born or adopted. Requests for leave beyond the federal Family and Medical Leave Act will be granted provided the teacher's return to work date coincides with the start of the next new marking period or the next marking period immediately following if the next marking period would allow for less than one (1) month's unpaid leave, unless otherwise agreed upon between the employee and the Board prior to the start of the leave.

2. Any teacher granted a leave of absence under this provision shall be entitled to full participation in any insurance plan in which she/he is enrolled at the time of application. The total cost of such participation shall be the responsibility of the teacher until the time of return to school.

#### **G. Military Leave**

It is agreed between the undersigned parties that any permanent full time employee of the Board who is called up for full time active U.S. military service or full time U.S. National Guard duty shall be granted military pay and will be paid a differential between military pay and his/her Board pay for the period of active duty, not to exceed two years from the start of the leave. Further, the Board will pay the applicable employer medical insurance premiums and make any normally required employer pension contributions for employees absent on military leave under this memorandum for the period of active duty, not to exceed two years from the start of the leave. Employees on leave will continue to be responsible for making all required employee insurance premium share contributions and all required employee pension contributions during the term of the leave. Seniority rights will continue to accrue during the period of military leave in accordance with legal requirements and the applicable collective bargaining agreement and employees absent on military leave pursuant to this memorandum will have all reinstatement rights provided by law.

#### **H. Leave of Absence**

1. Certified personnel may apply to the Board for a leave of absence without salary stating, in writing, the reasons. The Board, upon evaluating the reasons, may grant such leave for a period not to exceed one (1) year. Upon return from such leave, a teacher will be placed on the salary schedule according to the years of experience gained at the time of commencement of the leave. The denial of such leave would not be subject to the grievance and arbitration provisions of this Agreement.

2. Any teacher granted a leave of absence under this provision shall be entitled to full participation in any insurance plan in which he/she is enrolled at the time of application. The total cost of such participation shall be the responsibility of the teacher until the time of return to school with no Board participation of any kind.

3. Any teacher granted a leave of absence without pay under these provisions must notify the Superintendent in writing by certified mail or by hand delivery by March 1 prior to the expiration of such leave of his/her intent to return. Failure to do so will be treated as a voluntary resignation from Vernon on the date the leave expires.

#### **I. Attendance at Professional Meetings**

1. Teachers may be authorized to attend conferences, institutes, or other professional meetings or visits without loss of pay or loss of annual leave upon the approval of the Principal and the Superintendent. Such authorization shall be made in accordance with the Staff Development Plan adopted by the Board.

2. Individuals will submit a request to attend, in writing, to the building Principal two (2) weeks in advance of date or dates requested.

3. Permission or denial will be given to the requester, in writing, by the Principal and/or Superintendent. Any denials of such requests shall not be subject to the grievance and arbitration provisions of this Agreement.

4. A reimbursement form for expenses accrued at such meetings will be provided by the Principal and/or Superintendent.

#### **Article VII SICK LEAVE**

A. All certified staff shall be entitled to fifteen (15) sick days per year. Sick leave may accumulate to not more than 186 days, with the exception that any teacher hired after the close of the 1998-99 school year may not accumulate more than 150 days. Sick days used by a teacher in any contract year shall first be charged to the teacher's fifteen (15) day allotment for that year, prior to any charge against the teacher's accumulated sick leave.

A teacher shall be able to use up to ten (10) days of his/her sick leave per year for the care of a family member, defined as parent, parent-in-law, spouse, child, step-child or relative domiciled in the teacher's home.

B. Each employee shall have electronic access to his/her accumulated sick leave each school year.

C. The Board agrees to allow hardship cases to come before the Board when a teacher's sick time has been used up. If additional days are approved by the Board, the teacher will be paid his or her daily rate of pay less the cost of the substitute.

D. Loss of pay for teachers exceeding their sick leave shall be based on the current daily rate of pay of the teacher in the year of occurrence.

E. A Physician's certificate may be required after three (3) consecutive working days of absence of all personnel covered by this contract. A physician's certificate attesting to the employee's sickness may be required of an individual teacher who demonstrates a pattern of taking sick leave on professional development days.

## **Article VIII ASSIGNMENTS AND TRANSFERS**

### **A. Definitions**

1. Vacancy - Vacancy shall mean a position, which the Board has, in its sole discretion, decided to fill, caused by death, retirement, discharge, resignation, or the creation of a new position.

2. Assignment - Assignment shall mean the placement of a teacher in a particular grade and/or subject area, or for teachers who are normally assigned to more than one school, the school which is considered to be said teacher's "home" school.

3. Transfer - Transfer shall mean the relocation of a teacher from one school to another.

4. Seniority - Seniority shall be defined as the length of continuous service as of the first TEACHER CALENDAR DAY of employment. Continuous service is not interrupted by sick days, personal days, professional days, in-service days, sabbatical leaves, or other authorized paid leaves. Teachers shall not accrue seniority during authorized unpaid leaves of absence.

a. When seniority is at issue and the first contractual day of employment is equal, then that date when the teacher signed his/her contract shall determine seniority.

b. No teacher may accumulate more than the total number of teacher workdays per year under the present contract.

c. The seniority list shall be made electronically available for review by the Association on or before October 1 of each year.

B. Assignments and transfers of staff members will be made by the Superintendent to best serve the interests of the educational program. Whenever possible, affected staff members shall be given advance notice of assignments and transfers. Intra-unit vacancies shall be posted on the District website and via district email for a period of at least ten (10) days before the deadline for the receipt of applications. The posting period shall be stated in the notice. The ten (10) days posting period may be waived by agreement with the President of the Association.

1. Provided that the education budget has been adopted by the Town, teachers will be notified in writing by their principal of the schools to which they will be assigned, the grade and/or subjects that they will teach, and any special or unusual class that they will teach, not later than the last day of school.

2. Any bargaining unit members who desire to apply for any vacancy shall file a letter of interest with the Superintendent or his/her designee within the time limit specified in the notice. The Superintendent or designee shall interview at least two (2) candidates for each open position (assuming there are two (2) applicants), and may interview additional candidates at his/her option. The teachers shall be notified of the Superintendent's decision. The Superintendent's decision shall be final and binding and not subject to the grievance procedure. Teachers currently employed by the Board may, but shall not be required to submit letters of reference or portfolios when applying for vacancies.

In the event that teacher assignments for the coming school year are changed during summer recess, written notice, via land mail and district email, of the change in assignment will be provided to affected staff members as soon as practicable.

C. Teachers who desire a change in assignments, or who desire to transfer to another building, shall file a written statement of such desire with the principal and the Superintendent via email. Such statement shall include the grade(s), and/or subject(s), and/or school(s) to which the teacher desires to be assigned (in order of preference, if the teacher has preferences). All statements must be filed by February 1 of each year, effective only for the subsequent school year. Any teacher who does not file such written statement by February 1 may apply for vacancies as they occur.

D. When transfer of personnel is necessary, teachers' assignments shall be made in the interest of the educational benefits of the students involved.

Voluntary transfers shall be considered first. The Superintendent will make a *bona fide* effort to avoid any involuntary transfers.

If an involuntary transfer is necessary, and the transfer can be implemented by transferring members of the building staff who possess less seniority

than other staff members who might otherwise be affected by the transfer, due consideration will be given to the senior staff member.

A teacher who is transferred in order to avoid a layoff of another teacher shall have the right to return to his/her former area of certification/position if a vacancy occurs within one (1) year from the date of transfer provided that such reinstatement will be in the best interest of the school system and the educational program of the students. This recall right will be offered only once in the one (1) year period and does not guarantee a teacher's return to their former location.

### **Article IX TEACHER WORK YEAR/WORKDAY**

The work year for teachers shall not exceed one hundred eighty-seven (187) days. There shall be one hundred eighty-two (182) student school days and five (5) days to be used for professional development, curriculum work, and preparation for the opening and closing of school.

The scheduling of nonstudent teacher workdays shall be negotiated between the Board and the Association.

### **Article X PREPARATION TIME AND UNSCHEDULED SPECIAL ASSIGNMENTS**

A. During the course of an eight block schedule, teachers shall teach no more than five (5) classes, one (1) AEIS (Advisory, Enrichment, Intervention & Support) Study Hall, two (2) planning periods and no assigned duty. Each teacher shall have at least one (1) planning period per day. Department Head/Subject Leaders at Rockville High School (hereinafter "R.H.S") will teach one less class which will be replaced by one (1) period designated for Department Head/Subject Leader responsibilities. Each teacher's student load maximum shall not exceed one hundred fifty (150) students per semester and a maximum of 25 students per class with a flexibility factor of 28; the number of preparations shall not exceed three (3) per semester, where reasonably possible, but in no event more than four (4).

B. All teachers assigned to the middle school shall have, in addition to their lunch period, a team/curriculum team meeting and a preparation period both consisting of a minimum of forty (40) consecutive minutes for each period per day.

C. All teachers assigned to elementary schools shall have, in addition to their lunch period, a preparation period of a minimum of forty (40) consecutive minutes per day. They shall have a minimum of five (5) preparation and planning periods per week and every effort will be made to schedule no more

than one (1) planning and preparation period per day. It is understood that a committee of teachers at each elementary school shall be established in an attempt to assure that duties to be performed within the elementary school are to be evenly distributed among the staff at each school. Every effort should be made so that the assignment of more than one duty to any one teacher on any given day will not be made when there is another teacher on the staff with no duties assigned on that day.

D. Teachers' preparation and planning periods will not be interrupted for unscheduled special assignments. Compensation for teachers who do substitute or assist during their planning period will be paid at the rate:

2021-22	\$20.13 per period and \$40.21 per block period
2022-23	\$20.43 per period and \$40.81 per block period
2023-24	\$20.74 per period and \$41.43 per block period
2024-25	\$21.05 per period and \$42.05 per block period

#### **Article XI DUTY-FREE LUNCH**

All teachers shall have a daily duty-free lunch period in accordance with existing practice. It is understood that teachers are free to leave the building during their lunch period, except in emergencies, and provided that the teacher notifies the building principal or designee of his/her departure and destination prior to leaving.

#### **Article XII AFTER SCHOOL MEETINGS**

A. Teachers may be required to remain after school to attend the following staff meetings:

1. Superintendent's general staff meeting or other meetings called by the Superintendent.
2. General faculty meetings called by the school principal.
3. Subject field groups, grade level groups, or special groups as authorized by the Superintendent.

Every effort will be made to conduct these meetings in a timely and efficient manner.



B. The total of such meetings shall not exceed two (2) evening meetings per school year and four (4) after school meetings per month. Attendance exceptions shall be determined by administrative policy. After school meetings shall not exceed one hour, but in extraordinary situations may be extended to one hour and thirty minutes. Planning and placement team (PPT) meetings and parent/teacher report card conferences shall not be included in the above totals. However, the Board shall use its best efforts to encourage parents to, where feasible, schedule PPT meetings immediately before or after the normal school day.

### **Article XIII REDUCTION IN STAFF**

A. It is recognized that from time to time it may become necessary to eliminate certified staff positions in certain circumstances. The Board has sole authority to reduce the educational program and determine the number of teachers which shall be employed. This Article deals with the method in which staff reductions will be implemented and how staff members to be affected by a reduction in force will be identified.

B. When it becomes necessary to reduce the number of teachers in the bargaining unit the Board or the Superintendent, as the case may be, shall determine and identify the areas, positions, programs, or curriculum parts in which the reduction(s) shall take place. In determining the identity of teachers who shall thereafter be released, the following guidelines shall apply:

1. Vacancies created by retirements, resignations, nonrenewals, and terminations among the teaching staff 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 teachers must be released, a review will be made of the performance and ability, as well as certification and continuous length of service as a teacher in the bargaining unit.

3. Where, in the judgment of the Superintendent, the reductions which must be implemented can be effectuated by laying off members of the staff who possess less seniority than other staff members who might otherwise be affected by the reduction, the more senior staff members shall be shown preference. If, as between two teachers potentially subject to the layoff, their performance and ability is substantially equal, the teacher having the longest length of continuous unbroken service in the bargaining unit shall be given preference, where the position of the less senior teacher can be eliminated without undue adverse effect on the educational program.

C. Nothing herein shall be construed or interpreted to require the promotion of a teacher to a position of higher rank, authority or compensation.

D. The Board shall provide written notice to the employees to be affected by any reduction in staff with a copy to the President of the Association as far in advance of the effective date of the reduction as is feasible under the circumstances.

E. Any employee laid off pursuant to this article shall have recall rights to any position in the bargaining unit which becomes vacant and which is to be filled for which he/she is qualified and certified for a period of one (1) calendar years starting with the effective date of the layoff. To remain on the list the teacher must notify the Superintendent in writing by February 1 indicating that he/she is still available and wishes to be subject to recall. If such notice is not received by February 1, the teacher will be removed from the recall list.

F. In the event of recall, the employee shall be placed on the salary schedule at the level he/she had attained at the time of termination, unless the position which the recalled teacher fills specifically pays a lesser compensation. If, however, the employee has accrued additional public school teaching experience in his/her area of certification while on the recall list, such experience shall be considered toward placement on the appropriate step of the salary schedule. Such credit shall not be unreasonably denied.

G. If a teaching position within the bargaining unit becomes open during such period and a teacher on the recall list is certified and qualified to hold that position, then the teacher will be notified in writing by registered mail, sent to the teacher's last address appearing on Board records, with a copy to the Association President, prior to the anticipated date of re-employment. Any teacher so notified must contact the Superintendent's office and accept or reject any offer of recall in writing within ten (10) calendar days from the date of the recall letter. If such teacher rejects any recall offered or does not respond in writing within the ten (10) day period according to this procedure, the teacher's name shall be removed from the recall list and he/she shall forfeit all such recall rights. Teachers shall be recalled in their inverse order of layoff to positions for which they are certified and qualified.

H. An employee who has been laid off due to a reduction in staff may continue to participate in any group insurance program, in which he/she was a member, for the recall period set forth above provided he/she pays the full costs for the premium for such coverage and that the provisions of the appropriate group policy permit such continuation. No other benefits shall be available to a laid-off teacher provided, however, that a laid-off teacher who is recalled shall be granted any sick leave entitlement he/she had accrued up to the point of layoff and for which he/she was not compensated.

I. All separations of teachers under this article shall take place in accordance with the provisions of Section 10-151 of the Connecticut General Statutes and shall not be subject to the arbitration provisions set forth elsewhere

in this agreement. Instead, any hearings necessary in cases of separations of staff members shall be conducted in accordance with the provisions of the Connecticut teacher tenure law.

J. For purposes of this article, no teacher in the bargaining unit who has acquired tenure under Connecticut law will be terminated due to elimination of position as part of a reduction in staff if there exists a teacher in the bargaining unit who is nontenured and who the tenured teacher is qualified to displace. This article will be applied in a manner consistent with the teacher tenure law (C.G.S. 10-151), as amended, and all other applicable statutes.

K. No certified employee (as defined in Section 10-151(b) of the Connecticut General Statutes shall be laid off when a position exists which is either vacant or occupied by an individual teaching under a DSAP for which the certified employee has certification for such position.

#### **Article XIV RETIREMENT**

##### **A. Retirement Pay**

Upon the retirement or death of the teacher, such teacher or his/her survivor shall be paid an amount equivalent to two (2) days compensation established by the individual's current daily wages at time of retirement or death for each year of service to the Town of Vernon. Retirement will be based upon the current interpretation of the rules and regulations of the Connecticut Teachers' Retirement Board. Teachers commencing employment with the Board after June 30, 2017 will not be eligible for this benefit.

##### **B. Early Retirement Incentive Plan**

To be eligible for early retirement benefits, a teacher must have been continuously employed by the Board for a minimum of thirteen (13) years and must have been initially hired as a Vernon teacher prior to July 1, 1999. A teacher may elect to retire when the combination of his/her years of service and age equals or exceeds 75. Minimum retirement age will be age 50. Service shall be defined as any public school teaching at the elementary or secondary level where the teacher was employed on a regular contractual basis and received credit for a year of service in the Connecticut State Teachers' Retirement Plan. Temporary or substitute service or military experience that has been purchased in the CSTRP will be included.

Other conditions which must apply to this early retirement plan are as follows:

1. A teacher may choose one of the following options of payment:

1.1 Deferred Payment Option: The Board shall pay the employee five thousand dollars (\$5,000) each year after retirement from Vernon for four (4) years, beginning in the second year following retirement.

or

1.2 Lump Sum Option: The Board shall pay the employee a one-time lump sum payment of fifteen thousand dollars (\$15,000) in January of the year following retirement.

2. Retirement under these options shall permit the employee to maintain coverage at his/her own expense in group insurance plans provided under this contract, in accordance with the eligibility rules of the master policies.

3. The employee shall notify the Board in writing of his/her intention to retire early under this option not later than January 1st of the year of planned retirement from Vernon. Notice of intent to retire early shall be irrevocable after January 1st. All early retirements under this plan shall be effective September 1st after notice of intent to retire is given, unless a different effective date is approved by the Board.

4. Disability early retirement shall not be allowed under this plan.

5. Total monies due to a teacher who retires early under this plan but who dies before all payments under this plan are received shall be paid to the employee's beneficiary in a lump sum at the rate of one hundred percent (100%) of the remaining money due the employee under the plan at the date of death. Payment shall be made within ninety (90) days of the date of death.

6. With the teacher's consent, the Board will pay the teacher's contribution toward group health insurance benefits from the monies the teacher's Early Retirement Incentive Plan payment(s) specified in this Article, subject to modification of this Agreement's Section 125 plan to allow this. Other than administrative, there shall be no additional cost to the Board.

#### **Article XV LONGEVITY**

Teachers' longevity pay in the Town of Vernon will be an additional nine hundred fifty dollars (\$950). Beginning with the fourteenth (14th) year of service in Vernon, any teachers eligible for longevity shall subsequently receive

an additional twenty-five dollars \$25 for each successive year of service in Vernon. Designated leaves of absence or compulsory military service after employment in Vernon will not constitute a break or violation of continuous service. The Board, on recommendation of the administration, may consider special situations and, if it deems advisable, rule that certain lapses in service do not constitute a break or violation of continuous service. The terms of this provision shall not apply to teachers hired after June 30, 1989.

## **Article XVI SALARIES**

The salaries of all certified professional employees shall be in accordance with the salary schedules and other provisions set forth in appendices which are attached hereto and made a part hereof.

### **A. Withholding of Increments and Salary Increases for Teachers on Maximum.**

The Superintendent may withhold an annual increment of the teachers' salary schedule or the salary increase for a teacher on maximum for unsatisfactory service. Such action will not be proposed prior to a teacher being given adequate opportunity to correct/improve his/her service and written notice that such action is being considered. Any teacher whose increment or salary increase is withheld may appeal the Superintendent's decision directly to the Board.

### **B. Salary Payments**

1. Teachers will receive their pay in 26 equal biweekly installments. Biweekly pay installments will begin with the first one paid on the first regular Board pay date following the start of the teacher's work year.

2. Superintendent shall place any new employee on the proper step and degree classification on the salary schedule in accordance with the employee's years of preparation and experience. The exception to this procedure may occur only when the VEA President or, in his/her absence, the Vice-President, and the Superintendent mutually agree that a shortage area exists. Such areas shall be established as shortage areas by the Commissioner of Education. Under these conditions the Superintendent, in consultation with the VEA, may place a new teacher up to six (6) years above their normal placement on the salary schedule.

Experience of a non-teaching nature which clearly contributes to teaching qualifications may be evaluated by the Superintendent and, with the agreement of the VEA officer, credited on

the schedule. Credits earned beyond the bachelor's degree required for initial teacher certification which are not part of a Master's Program will not be considered for placement on the salary schedule.

3. Teachers, who have a Tax Sheltered Annuity (TSA), may change their TSA vendor without charge.

4. Teachers shall be eligible to contribute to a 457(b) public governmental plan and/or a 403(b) plan, subject to rules and procedures established by the Board.

5. Direct deposit shall be required of all staff.

## **Article XVII SALARY ADJUSTMENT AND DEGREE DEFINITIONS**

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

### **A. Salary Adjustment**

In order to receive adjustment, official transcripts must be forwarded to the Superintendent's Office. Salary adjustment will be made twice a year.

Official transcripts must be received and in the Superintendent's Office no later than October 1st for September adjustment and no later than March 1st, for second half-year adjustment, in the applicable school years during this agreement.

### **B. Degree Definitions**

#### **1. Bachelor's Degree**

A baccalaureate degree earned at an accredited college or university.

#### **2. Master's Degree**

A master's degree earned at an accredited college or university; or the completion of thirty (30) credits beyond the baccalaureate degree in a program approved by an accredited college or university.

An additional sum of money previously agreed upon between the Association and the Board will be allowed for a master's degree and will be received upon evidence in writing to the Superintendent that the work is complete.

A teacher may submit thirty (30) semester hours of a planned program toward Standard/Professional Certificate to the Board for approval of a salary increase.

### **3. Sixth Year**

A second master's degree in an area of concentration other than the area of concentration in which the initial master's degree was attained; or the completion of thirty (30) credits beyond the master's degree in a program approved by an accredited college or university; or a MSW Degree in Social Work; or the completion of a sixty (60) credit Master's program in a field such as Speech/Language or School Psychologist.

Sixth Year in education also provides an additional sum of money previously agreed upon between the Association and the Board provided the following requirements are met:

- a. Submission of the plan of study, approved by the college, to the Superintendent for his/her approval.
- b. As soon as the work is completed and approved by the college, an official statement of this completion is to be submitted to the Superintendent.
- c. Thirty (30) semester hours of approved work beyond the Master's Degree may be presented to the Superintendent for his/her approval of a salary increase. If work for this semester hour increase in salary is completed at the close of the first semester in January, one-half (1/2) the annual increment may be granted by the Board.

### **4. Doctorate Degree**

Earned at an accredited college or university approved by the Board for a salary increase as agreed herein.

- a. A plan of study, approved by the college be submitted to the Superintendent for his/her approval.
- b. Submission of an official statement confirming a doctorate degree must be presented to the Superintendent for salary increase for placement on salary schedule commensurate with years of experience.
- c. To qualify for advancement for salary increases on a planned doctoral program above the M.A. salary increases all course

work above the 6th Year must have statements from the institution to the effect that course work for each advancement has been attained.

### **Article XVIII GENERAL PROVISIONS**

A. This Agreement contains the full and complete agreement between the Board and the Association and neither party is required to renegotiate upon any item whether it is covered or not, during the term of this agreement, except that the impact of changes made by the Board in the work day for unit members and in the work year for unit members will be subject to immediate negotiation.

B. In the event that any provisions 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.

C. This Agreement shall not be altered, amended, or changed except in writing, signed by both the Board and the Association, which amendment shall be appended hereto and become a part hereof.

D. Contract provisions for severance benefits and early retirement benefits applies only to teachers who retire from teaching service in good standing, and it shall not under any circumstances apply to a teacher whose employment is terminated, or in the process of being terminated, by the Board and/or who loses or surrenders, or is in the process of losing or surrendering, his/her teaching certificate as a result of moral misconduct (as defined in C.G.S. 10-151) occurring prior to the teacher's separation from the school system.

### **Article XIX NO DISCRIMINATION**

A. The parties agree that in keeping with and in accordance with the provisions of applicable state and federal law neither shall unlawfully discriminate against any employee.

B. Neither party shall discriminate against any employee on the basis of membership or nonmembership or activity in behalf of the Association.

### **Article XX ASSOCIATION RIGHTS**

#### **A. Payroll Deductions**

##### **1. Conditions of Employment**



a. All teachers who elect to join the Association shall sign and deliver to the Association, if they have not done so already, an authorization for the payroll deduction of membership dues of the Association. Said authorization shall continue in effect from year to year, unless such teacher shall notify the Board and the Association, in writing, in the month of August of any year, that he/she no longer authorizes deduction of membership dues of the Association.

b. The Board agrees to deduct from the salary of each teacher who has authorized such deduction, an amount equal to the Association membership dues by means of payroll deductions. The amount of this deduction from each paycheck shall be equal to the total membership dues divided by twenty (20). Dues shall be deducted beginning with first paycheck in September and continue until all dues are collected. The amount of Association membership dues shall be certified by the Association to the Board prior to the opening of each school year.

c. Those teachers commencing employment after the start of the school year who elect to join the association shall sign and deliver to the Board an authorization card as described in paragraph (a). The amount of membership dues under this section shall be a prorated amount, equal to the percentage of the remaining school year.

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

e. No later than the first paycheck in October of each school year, the Board shall provide the Association with a list of all 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. The singular reference to the "Association" herein shall be interpreted as referring to the Vernon Education Association, the Connecticut Education Association, and the National Education Association.

g. The Association agrees to indemnify and hold the Board harmless against any or all claims, demands, suits or other forms of liability that shall or may arise out of, or by reason of, action taken by the Board for the purpose of complying with the provision of this article. The Board agrees that the Association shall assume the exclusive legal defense of any such claim or lawsuit. In assuming such defense on the Board's behalf, the Association will hire and compensate legal counsel, the selection of whom shall not be unreasonably denied by the Board.

## **B. Released Time**

1. a. The parties mutually recognize that, consistent with the best interests of the children and the educational program, grievance processing and other union business should be attended to during nonteaching time. However, it is mutually recognized that emergencies and other important factors may from time to time make it unreasonable for this to be done in all cases. Therefore, the parties agree that the chairperson of the Association's grievance committee may, with the advance permission of the Superintendent or his/her designee, use nonteaching time during the normal workday to process or otherwise deal with grievances. In emergency or other situations which make it unreasonable to expect that the particular grievance or grievances can be dealt with during nonteaching time, said grievance committee chairperson shall be given access to a telephone for such purpose. The Superintendent or designee agrees to consider such requests in good faith and to respond promptly to them.

b. In order to timely address work-related issues, the President of the Association shall receive two hundred (200) minutes per week so as to be available for consultation with Association member(s) and/or administration. Such time will be scheduled with the mutual agreement of the Association and the Superintendent or his/her designee.

2. The Association shall be granted the right to use ten (10) school days per year for Association business. The use of such days shall be by the Association President or his/her designee. The Association shall reimburse the Board the cost of the substitute. The President shall use these days with due consideration to meeting his/her teaching responsibilities.

## **Article XXI PERSONNEL FILES**

A. In no case shall an unsubstantiated complaint be placed in any teacher's file. No anonymous complaint shall be placed in a teacher's file that has not been substantiated by administration.

B. No material originating after original employment shall be placed in a teacher's personnel file unless the teacher has been notified and has 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/her 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.

C. No teacher will be disciplined without just cause. For the purposes of this Article the lowest level of discipline for which just cause applies is a written

reprimand. The withholding of a teacher's increment or salary increase as provided for under this Agreement's Article XVI, Section A. is not subject to this provision.

Termination and nonrenewal proceedings will not be subject to this provision or to the grievance and arbitration provisions of this Agreement.

## **Article XXII TEACHER FACILITIES**

The Board and the Association agree that each school shall have the following facilities.

At least one phone for the professional and personal use of teachers. Such phone(s) shall be in an area which ensures privacy, but may also be available for other school purposes.

## **Article XXIII PROMOTIONS**

A. All vacancies for teacher bargaining unit positions covered by this contract and/or positions paying a salary differential shall be listed in a notice, posted in the teacher's lounge of each school and posted via district email for a minimum of ten (10) working days prior to the deadline for receipt of applications. The posting period will be stated in or attached to the notice.

B. All teachers holding the appropriate certificate endorsement and meeting all other posting requirements shall have adequate opportunity to apply for such positions. The best qualified candidate in the determination of the Superintendent shall be recommended for the position.

## **Article XXIV SUMMER SCHOOL TEACHER CERTIFICATION**

No uncertified teachers will be hired to teach summer school courses which carry high school credit without a valid Connecticut teaching certificate for the subject and level taught where certified teachers are available.

## **Article XXV SPECIAL EDUCATION**

In order to provide an appropriate educational program for Special Education students that are mainstreamed or have a change in placement, the following shall apply:

A. When a special education child is mainstreamed, or has a change of placement within the school year and within the same building, the classroom

teacher will receive written communication of such student placement. The classroom teacher(s) will be provided the opportunity to conference with the case manager of the student, prior to and after placement. The conference shall detail any pertinent information which will aid the teacher in meeting the students' needs.

B. When a special education child is mainstreamed, or has a change of placement and paragraph A. does not apply, the classroom teacher will receive written communication of such student placement and the classroom teacher(s) will be provided the opportunity to conference with the case manager of the student as soon as possible. The conference shall detail any pertinent information which will aid the teacher in meeting the students' needs.

C. Bargaining unit members shall not be expected to carry out medical or health care procedures that are not in accordance with the Connecticut General Statutes.

D. The Board and the Association agree that the pupil teacher ratio for students assigned to all special education classes/learning centers/resource rooms will be maintained at appropriate levels for effective education programming and the effective implementation of the student(s) I.E.P.(s).

#### **Article XXVI TEAM PROGRAM**

The Board shall pay an annual stipend of \$500. per new teacher to any teacher appointed to serve as a TEAM mentor for the first year of the TEAM program. The Board shall pay the TEAM mentor for the second year of the TEAM program an annual stipend of \$500. per teacher. If a teacher is serving as a TEAM mentor for a new teacher and the new teacher leaves the Board's employ for any reason during the course of school year, the stipend for the TEAM mentor shall be pro-rated annually.

Service as a mentor teacher shall be voluntary. Teachers who are trained as mentors shall be notified of mentoring opportunities.

The Board will provide release time to teachers involved in the TEAM program.

#### **Article XXVII SCHOOL HEALTH AND SAFETY**

A. Teachers and students need a learning environment which meets the highest standards of health and safety. At the beginning of the school year, each teacher shall be provided with a hard or electronic copy of the school's safety and culture plan that addresses staff safety and student discipline. To this end,

teachers selected by the Association will serve on building-level administration-led Health and Safety Committees that will meet monthly during the teacher work day to discuss staff safety and to create, implement, and evaluate the school plans that address staff safety and student discipline. Teacher representatives on building level Health and Safety Committees will also meet as part of a district-wide Health and Safety Committee.


**DURATION AND HOLDOVER**

A. This Agreement contains the full and complete agreement between the Board and the Association on all negotiable issues. The duration of the Agreement shall extend from July 1, 2021 to and including June 30, 2025.

**Vernon Education Association**

**Vernon Board of Education**

  
\_\_\_\_\_  
Peter Borofsky

  
\_\_\_\_\_  
Anne Fischer

Date 9/18/20

Date 9/21/20

**APPENDIX I**

**Step Sequence for the Negotiated Teachers' Salary Schedule**

<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>
<b>Step</b>	<b>Step</b>	<b>Step</b>	<b>Step</b>	<b>Step</b>
				1
		1	1.5	2
1	1.5	2	2.5	3
2	2.5	3	3.5	4
3	3.5	4	4.5	5
4	4.5	5	5.5	6
5	5.5	6	6.5	7
6	6.5	7	7.5	8
7	7.5	8	8.5	9
8	8.5	9	9.5	10
9	9.5	10	10	10
10	10	10	10	10

YEARS OF EXPERIENCE

STEP	2020-21	2021-22	2022-23	2023-24	2024-25
1	0		0		0
1.5		0-1		0-1	
2	1-2		1-2		1-2
2.5		2-3		2-3	
3	3-8		3-4		3-4
3.5		4-9		4-5	
4	9-10		5-10		5-6
4.5		10-11		6-11	
5	11-13		11-12		7-12
5.5		12-14		12-13	
6	14		13-15		13-14
6.5		15		14-16	
7	15-17		16		15-17
7.5		16-18		17	
8	18		17-19		18
8.5		19		18-20	
9	19		20		19-21
9.5		20		21	
10	20	21	21	22	22

**APPENDIX II  
 TEACHERS' SALARY SCHEDULE**

2021-22

Step	BA	MA	6 <sup>TH</sup> Yr	Ph.D.
1.5	53,274	56,820	60,260	62,556
2.5	55,887	59,875	63,397	65,855
3.5	58,630	63,093	66,695	69,326
4.5	61,508	66,484	70,166	72,982
5.5	64,527	70,058	73,818	76,830
6.5	67,693	73,824	77,658	80,880
7.5	71,015	77,793	81,699	85,144
8.5	74,875	82,401	86,392	90,097
9.5	79,947	88,316	92,418	96,420
10	82,859	91,659	95,821	99,978

\*BA+15, MA+15, 6<sup>TH</sup>YR+30 Columns were eliminated from the salary schedule in the 2017-2020 collective bargaining agreement. Anyone on these columns have been moved to the lower salary columns provided they were not losing money by being moved. As such, some teachers are grandfathered into those columns at step 10. For 2021-22, MA+15 step 10 salary is \$93,968 and 6<sup>th</sup>YR+30 step 10 salary is \$98,123. No teachers will move into these steps, and the teachers at them will eventually move to step 10 on the MA and 6<sup>th</sup>YR columns, if and when there is not a reduction in their salary by doing so. MA+15 and 6<sup>th</sup>YR+30 step 10 will not be listed in the 2021-2025 contract.



**APPENDIX III  
 TEACHERS' SALARY SCHEDULE**

2022-23

Step	BA	MA	6 <sup>TH</sup> Yr	Ph.D.
1	52,648	56,025	59,465	61,711
2	55,231	59,037	62,561	64,965
3	57,941	62,210	65,817	68,390
4	60,786	65,554	69,241	71,996
5	63,769	69,077	72,846	75,793
6	66,898	72,790	76,636	79,788
7	70,181	76,704	80,622	83,994
8	73,624	80,826	84,817	88,423
9	77,999	86,036	90,127	94,023
10	84,101	93,033	97,258	101,477

\*BA+15, MA+15, 6<sup>TH</sup>YR+30 Columns were eliminated from the salary schedule in the 2017-2020 collective bargaining agreement. Anyone on these columns have been moved to the lower salary columns provided they were not losing money by being moved. As such, some teachers are grandfathered into those columns at step 10. For 2021-22, MA+15 step 10 salary is \$95,377 and 6<sup>th</sup>YR+30 step 10 salary is \$99,595. No teachers will move into these steps, and the teachers at them will eventually move to step 10 on the MA and 6<sup>th</sup>YR columns, if and when there is not a reduction in their salary by doing so. MA+15 and 6<sup>th</sup>YR+30 step 10 will not be listed in the 2021-2025 contract.

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**APPENDIX IV  
 TEACHERS' SALARY SCHEDULE**

2023-24

Step	BA	MA	6 <sup>TH</sup> Yr	Ph.D.
1.5	54,614	58,250	61,776	64,130
2.5	57,293	61,381	64,991	67,511
3.5	60,105	64,680	68,373	71,070
4.5	63,056	68,157	71,931	74,818
5.5	66,150	71,820	75,675	78,763
6.5	69,396	75,682	79,612	82,915
7.5	72,801	79,750	83,754	87,286
8.5	76,759	84,474	88,565	92,363
9.5	82,168	90,770	94,985	99,099
10	85,363	94,429	98,717	102,999

\*BA+15, MA+15, 6<sup>TH</sup>YR+30 Columns were eliminated from the salary schedule in the 2017-2020 collective bargaining agreement. Anyone on these columns have been moved to the lower salary columns provided they were not losing money by being moved. As such, some teachers are grandfathered into those columns at step 10. For 2021-22, MA+15 step 10 salary is \$96,808 and 6<sup>th</sup>YR+30 step 10 salary is \$101,089. No teachers will move into these steps, and the teachers at them will eventually move to step 10 on the MA and 6<sup>th</sup>YR columns, if and when there is not a reduction in their salary by doing so. MA+15 and 6<sup>th</sup>YR+30 step 10 will not be listed in the 2021-2025 contract.

**APPENDIX V  
 TEACHERS' SALARY SCHEDULE**

2024-25

Step	BA	MA	6 <sup>TH</sup> Yr	Ph.D.
1	53,972	57,434	60,961	63,264
2	56,621	60,522	64,135	66,599
3	59,398	63,775	67,473	70,111
4	62,315	67,203	70,983	73,807
5	65,373	70,815	74,678	77,700
6	68,580	74,621	78,563	81,795
7	71,947	78,634	82,651	86,107
8	75,476	82,860	86,951	90,647
9	79,961	88,201	92,394	96,389
10	86,643	95,845	100,198	104,544

\*BA+15, MA+15, 6<sup>TH</sup>YR+30 Columns were eliminated from the salary schedule in the 2017-2020 collective bargaining agreement. Anyone on these columns have been moved to the lower salary columns provided they were not losing money by being moved. As such, some teachers are grandfathered into those columns at step 10. For 2021-22, MA+15 step 10 salary is \$98,260 and 6<sup>th</sup>YR+30 step 10 salary is \$102,605. No teachers will move into these steps, and the teachers at them will eventually move to step 10 on the MA and 6<sup>th</sup>YR columns, if and when there is not a reduction in their salary by doing so. MA+15 and 6<sup>th</sup>YR+30 step 10 will not be listed in the 2021-2025 contract.

## APPENDIX VI DEPARTMENT HEADS

	2021-22	2022-23	2023-24	2024-25
Department Heads, R.H.S.	\$4,201	\$4,264	\$4,328	\$4,393
Subject Leaders, R.H.S. and Elem	\$3,152	\$3,199	\$3,247	\$3,296
Depart. Facilitator, V.C.M.S.	\$5,205	\$5,283	\$5,362	\$5,443

Department Heads and Subject Leaders at R.H.S. will teach one less class to allow for one period for Department Head/Subject Leader responsibilities. Individuals appointed as Subject Leaders by the Administration will have certain responsibilities as assigned by the Administration that do not require possession of state administrative (092) or Department Head certification. Subject Leaders shall not evaluate teachers. Employees who have previously received a Department Head stipend who do not have 092 certification will be classified and paid at the Subject Leader position. The Subject Leader stipend shall be 75% of the Department Head stipend.

Department Facilitators at VCMS will teach a regular teaching load.

Elementary (K-5) Subject Leaders in English/Language Arts, Mathematics, Social Studies, Science, Art, Music, and Physical Education/Health Education shall not be assigned a duty and may utilize up to five (5) release days per year which may be taken in half-day increments.

**APPENDIX VII  
HOMEBOUND, SUMMER SCHOOL & CURRICULUM  
DEVELOPMENT**

Teachers of Homebound, Summer School and Curriculum Development shall be compensated at the following rate:

<b>2021-22</b>	\$30.84 per hour
<b>2022-23</b>	\$31.30 per hour
<b>2023-24</b>	\$31.77 per hour
<b>2024-25</b>	\$32.24 per hour

Teachers employed in the summer to perform duties associated with his/her instruction during the school year (*i.e.*, PPTs, IEPs, etc.) shall be compensated at their hourly per diem rate.

## **APPENDIX VIII SPECIAL AREAS**

The parties agree to create a committee with representation chosen by the Superintendent and the Association to create a tiered system for all stipends in Appendix VIII by February 1, 2021. The total compensation for Appendix VIII stipends shall not be changed by the committee. There shall be no annual increase to the stipends throughout the contract.

## APPENDIX VIII SPECIAL AREAS

### STIPEND TIERS AND CRITERIA

<b>TIERS</b>	<b>TIME</b> (hours per year outside of workday)	<b># of STUDENTS</b>	<b>LEVEL OF RESPONSIBILITY</b> (culminating activity, travel, community/parent involvement, care/monitoring of equipment, other additional responsibilities)
<b>A</b> <b>\$3,470</b>	180 or more	80 or more	Many extraordinary responsibilities
<b>B</b> <b>\$2,313</b>	100-179	40-79	Some extraordinary responsibilities
<b>C</b> <b>\$1,542</b>	30-99	13-39	Few extraordinary responsibilities
<b>D</b> <b>\$771</b>	Less than 30	Less than 12	No extraordinary responsibilities

The list of criteria is not meant to be all-inclusive, but rather to be used as guidelines for placement for a stipend into a category with appropriate compensation. It is not expected that every stipend will completely fit within all criteria for a tier; as such, flexibility is required when determining appropriate placement within a tier.

Unless specifically noted in the position title below, if a position is filled by multiple people, the stipend will be divided evenly by them.

**TIER A (\$3,470):** Class Advisor – Senior; Marching Band, R.H.S.; Student Activities Coordinator, R.H.S.

**TIER B (\$2,313):** Class Advisor – Junior; Director, Spring Musical, R.H.S.; Musical Director, Spring Musical, R.H.S.; Drama, R.H.S. (per production); National Honor Society, R.H.S.; Robotics Advisor, R.H.S.; Student Council Advisor, R.H.S.; Video Production, R.H.S.; Yearbook, R.H.S.; Bermuda Trip (each)(3); History Day Advisors; Yearbook, V.C.M.S.

**TIER C (\$1,542):** Animal Control, R.H.S.; Class Advisor – Sophomore; Class Advisor – Freshman; Color Guard, R.H.S.; FFA, R.H.S.; Newspaper, R.H.S.; STEM Coordinator, R.H.S.; Drama Club Advisor, V.C.M.S.; Math Team, V.C.M.S.; Student Council Advisor, V.C.M.S.

**TIER D (\$771):** Carolers, R.H.S.; Choral Director, R.H.S.; Gaming Club, R.H.S.; GSA, R.H.S.; Interact, R.H.S.; Jazz Band, R.H.S.; Rockville Political Alliance, R.H.S.; Unity Club, R.H.S.; Choral Director, V.C.M.S.; Jazz Band, V.C.M.S.; Math Olympiad, V.C.M.S.; Newspaper Advisor, V.C.M.S.; Lego League (2 at V.C.M.S. and 2 at each elem); Elementary Homework Club Gr. (2 per school); RHS Enrichment Club (2); VCMS Enrichment Club (2); Elementary Enrichment Clubs (4 per school)

**APPENDIX IX**  
**STIPENDS FOR INTERSCHOLASTIC ATHLETICS**

**Interscholastic Athletics**

		<b>2021-25</b>
<b>RHS</b>		
0.185	Head Football	\$10,158
	Hockey	
	Head Basketball (Boys)	
	Head Basketball (Girls)	
0.139	Soccer (Boys)	\$7,632
	Soccer (Girls)	
	Volleyball (Boys)	
	Volleyball (Girls)	
	Wrestling	
	Head Gymnastics	
	Softball	
	Head Baseball	
	Head Track (Boys)	
	Head Track (Girls)	
	Indoor Track (Boys)	
	Indoor Track (Girls)	
	Lacrosse	
0.093	Cross Country (Boys)	\$5,106
	Cross Country (Girls)	
	Badminton	
	Tennis (Boys)	
	Tennis (Girls)	
	Golf	
0.076	Cheerleaders	\$4,173
0.056	Dance Team	\$3,074



**Interscholastic Athletics**

**2021-25**

**VCMS**

0.065	Basketball (Boys) Basketball (Girls)	\$3,569
0.056	Soccer (Boys) Soccer (Girls) Softball Baseball	\$3,074
0.046	Cross Country (Co-Ed)	\$2,525
0.028	Cheerleaders	\$1,538

## APPENDIX X INTRAMURAL ATHLETIC PROGRAMS

R.H.S.	Full-Time	Part-Time
2021-22	\$2,877	\$1,929
2022-23	\$2,920	\$1,957
2023-24	\$2,963	\$1,987
2024-25	\$3,008	\$2,017
V.C.M.S.	Full-Time	Part-Time
2021-22	\$2,171	\$1,442
2022-23	\$2,204	\$1,464
2023-24	\$2,237	\$1,485
2024-25	\$2,270	\$1,508
Elementary	Full-Time	
2021-22	\$1,218	
2022-23	\$1,236	
2023-24	\$1,255	
2024-25	\$1,274	

The above figures are based on 32 working weeks

### R.H.S.

Full Time	192 hours per year 6 hours per week
Part Time	128 hours per year 4 hours per week

### V.C.M.S.

Full Time	144 hours per year 4.5 hours per week
Part Time	96 hours per year 3 hours per week

### Elementary

Full Time	80 hours per year 2.25 hours per week
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The Board reserves the right to determine programs to be offered.

## APPENDIX XI

Agricultural, Science, and Technology Education Department Head	1.2	1.2
Ratio of his/her step on salary schedule and department head schedule		

Agricultural, Science, and Technology Education Teachers	1.2	1.2
Ratio of his/her step on salary schedule		

Agricultural, Science, and Technology Education personnel will receive twenty-five (25) vacation days.

The work year for Agricultural, Science, and Technology Education teachers shall not exceed two hundred twenty-three days.

In consideration of the fact that ASTE teachers in the VEA bargaining unit work a substantially longer work year than other bargaining unit members, ASTE teachers in the bargaining unit shall, during the term of this contract, receive an annual grant of sick leave of 18 days in each year, cumulative to a maximum of 180 days.

APPENDIX XII  
FRINGE BENEFITS

A. HIGH DEDUCTIBLE HEALTH PLAN/HEALTH SAVINGS ACCOUNT  
(HDHP/HSA)

The HDHP/HSA shall, as required, be a high deductible health plan which shall have a \$2,000 single and \$4,000 family annual deductible for in-network services. Out-of-network services will also be subject to a \$2,000/\$4,000 initial deductible. Once the deductible is met, there shall be no coinsurance payments required for **in-network** covered services. **Out-of-network** services shall be subject to a 70% Plan payment/30% member coinsurance payment, to a coinsurance payment maximum of \$2,000 for individual coverage and \$4,000 for family coverage. This coinsurance payment shall be in addition to the initial deductible.

A health savings account (HSA) shall be established by the Board for each eligible employee who ~~elects~~ participates in the HDHP/HSA option and the Board shall annually deposit the sum of \$1,000 for a teacher with individual (single) coverage, and \$2,000 for family coverage in the teacher's HSA account.

**HDHP/HSA PRESCRIPTION DRUG COVERAGE:** Prescription drugs are covered as part of the HDHP/HSA plan and will count toward satisfying the applicable \$2,000/\$4000 deductible. Prescription drug copays for drugs purchased after the deductible has been satisfied will be subject to employee copays of \$5/\$20/\$35 for generic, preferred name brand, and non-preferred name brand, respectively, for a 30 day supply. A ninety day supply is available through mail order at twice (2X) the normal 30-day copay.

The premium share contribution levels for the HDHP/HSA shall be:

2021-22	18%
2022-23	19%
2023-24	20%
2024-25	21%



# Vernon Board of Education

**BOE HDHP - Teachers, Non Affiliated, Admins, Paraprofessionals**

Please refer to the Summary Plan Description (SPD) for complete details on coverage. In the event of errors on this document, the SPD will govern the plan.

	<b>CIGNA High Deductible Health Plan (HSA)</b>	
<b>BENEFIT HIGHLIGHTS</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Contract Year Plan Deductible</b> Individual Family	\$2,000 \$4,000	\$2,000 \$4,000
<b>Contract Year Out-of-Pocket Maximum</b> Individual Family	\$2,500 \$5,000	\$4,000 \$8,000
<b>Coinsurance</b>	Cigna pays 100% of eligible charges after plan deductible.	Cigna pays 70% of eligible charges. You pay 30% of charges after plan deductible (Reasonable & Customary Applies)
<b>Lifetime Maximum</b>	Unlimited	Unlimited
<b>Physician Services</b> <b>Primary Care Physician (PCP) Office Visit</b>  <b>Specialty Physician Office Visit</b>  <b>Allergy Treatment/Injections</b>  <b>Cigna Telehealth Connection (MDLive)</b>	After the plan deductible is met, your plan pays 100%  After the plan deductible is met, your plan pays 100%  After the plan deductible is met, your plan pays 100%  After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%  After the plan deductible is met, your plan pays 70%  After the plan deductible is met, your plan pays 70%  Not Covered
<b>Preventive Care</b> <b>Routine Preventive Care for Birth through age 21</b>  <b>Routine Preventive Care Age 22 and older</b>  <b>Immunizations</b> Birth through age 21  <b>Immunizations</b> Age 22 and older  <b>Mammograms, PSA, Pap Test</b>	No charge, no plan deductible  No charge, no plan deductible  No charge, no plan deductible  No charge, no plan deductible  No charge, no plan deductible	After the plan deductible is met, your plan pays 70%  After the plan deductible is met, your plan pays 70%  After the plan deductible is met, your plan pays 70%  After the plan deductible is met, your plan pays 70%  After the plan deductible is met, your plan pays 70%

<p><b>Inpatient Hospital Facility Services:</b></p> <p><b>Semi-Private Room and Board</b>  <b>Diagnostic/Therapeutic Lab and X-ray</b>  <b>Drugs and Medication</b>  <b>Operating and Recovery Room</b>  <b>Radiation Therapy and Chemotherapy</b>  <b>Anesthesia and Inhalation Therapy</b></p>	<p>After the plan deductible is met, your plan pays 100%</p>	<p>After the plan deductible is met, your plan pays 70%</p>
<p><b>Inpatient Hospital Doctor's Visits/Consultations</b>  <b>Inpatient Hospital Professional Services</b></p>	<p>After the plan deductible is met, your plan pays 100%</p>	<p>After the plan deductible is met, your plan pays 70%</p>
<p><b>Outpatient Facility Services includes:</b>  <b>Operating Room, Recovery Room, Procedure Room and Treatment Room and Observation Room</b>  <b>including:</b>  <b>Diagnostic/Therapeutic Lab and X-rays</b>  <b>Anesthesia and Inhalation Therapy</b></p>	<p>After the plan deductible is met, your plan pays 100%</p>	<p>After the plan deductible is met, your plan pays 70%</p>
<p><b>Short-Term Rehabilitative Therapy Contract Year Maximums:</b></p> <ul style="list-style-type: none"> <li>• <b>Pulmonary Rehabilitation, Cognitive Therapy, Physical Therapy, Speech Therapy, Occupational Therapy and Chiropractic Care – Unlimited days</b></li> </ul>	<p>After the plan deductible is met, your plan pays 100%</p>	<p>After the plan deductible is met, your plan pays 70%</p>
<p><b>Hospital Emergency Room</b></p> <p><b>Urgent Care Facility or Outpatient Facility</b></p> <p><b>Ambulance</b></p>	<p>After the plan deductible is met, your plan pays 100%</p> <p>After the plan deductible is met, your plan pays 100%</p> <p>After the plan deductible is met, your plan pays 100%</p>	<p>After the plan deductible is met, your plan pays 70%</p> <p>After the plan deductible is met, your plan pays 70%</p> <p>After the plan deductible is met, your plan pays 70%</p>
<p><b>Laboratory and Radiology Services (includes preadmission testing)</b></p> <p><b>Physician's Office</b></p> <p><b>Outpatient Facility</b></p> <p><b>Independent X-Ray and/or Lab Facility</b></p>	<p>After the plan deductible is met, your plan pays 100%</p> <p>After the plan deductible is met, your plan pays 100%</p> <p>After the plan deductible is met, your plan pays 100%</p>	<p>After the plan deductible is met, your plan pays 70%</p> <p>After the plan deductible is met, your plan pays 70%</p> <p>After the plan deductible is met, your plan pays 70%</p>
<p><b>Advanced Radiological Imaging (MRI, MRA, CAT Scans, PET Scans, etc.) Inpatient Facility</b></p> <p><b>Outpatient Facility</b></p> <p><b>Physician's Office</b></p>	<p>After the plan deductible is met, your plan pays 100%</p> <p>After the plan deductible is met, your plan pays 100%</p> <p>After the plan deductible is met, your plan pays 100%</p>	<p>After the plan deductible is met, your plan pays 70%</p> <p>After the plan deductible is met, your plan pays 70%</p> <p>After the plan deductible is met, your plan pays 70%</p>

**Vernon Education Association  
July 1, 2021 to June 30, 2025**

<b>Durable Medical Equipment - Unlimited maximum per contract year</b>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
<b>External Prosthetic Appliances – Unlimited maximum per contract year</b>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
<b>Maternity Care Services Initial Office Visit to Confirm Pregnancy</b>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
<b>All subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges (total maternity fee)</b>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
<b>Office Visits not included in the total maternity fee performed by OB or Specialty Physician</b>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
<b>Delivery - Facility (Inpatient Hospital/Birthing Center Charges)</b>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
<b>Inpatient Services at Other Health Care Facilities Skilled Nursing, Rehabilitation Hospital and Sub-Acute Facilities – 220 days maximum per contract year</b>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
<b>Home Health Services – Includes outpatient private duty nursing subject to medical necessity</b>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
<b>Unlimited days maximum per contract year; 16 hours maximum per day</b>		
<b>Mental Health Inpatient</b>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
<b>Outpatient – Physician's Office</b>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
<b>Outpatient Facility</b>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
<b>Substance Abuse Inpatient</b>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
<b>Outpatient – Physician's Office</b>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
<b>Outpatient Facility</b>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
<b>Cigna Pharmacy Cost Share</b>	<b>Retail (per 34-day supply):</b> • Generic: You pay \$5	<b>Retail:</b> • You pay 30% • Plan pays 70%

<ul style="list-style-type: none"> <li>• Retail – up to 100-day supply (except Specialty up to 30-day supply)</li> <li>• Home Delivery – up to 100-day supply (except Specialty up to 30-day supply)</li> </ul>	<ul style="list-style-type: none"> <li>• Preferred Brand: You pay \$20</li> <li>• Non-Preferred Band: You pay \$35</li> </ul> <p><b>Retail &amp; Home Delivery (per 100-day supply)</b></p> <ul style="list-style-type: none"> <li>• Generic: You pay \$10</li> <li>• Preferred Brand: You pay \$40</li> <li>• Non-Preferred Band: You pay \$70</li> </ul>	<p><b>Home Delivery:</b>                  Same as retail Out-of-Network</p>
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**B. Dental Insurance**

The Board will offer employees a Basic Dental Plan with Riders A, B, and C, and the Board will pay for sixty-five per cent (65%) of such plan, with the teacher paying the remaining thirty-five per cent (35%) of the cost of the coverage. Teachers desiring dental coverage must elect the total plan with all Riders and may not elect only partial dental coverage.

**C. Life Insurance**

The Board agrees to provide term life insurance coverage to bargaining unit members in the amount of fifty thousand dollars (\$50,000).

Teachers shall be eligible to purchase at their own expense additional amounts of life insurance at applicable group rates to an amount double the amount of insurance in effect at any time during this agreement's term.

**D. Retirement Insurance**

The Board agrees to carry retirees on its insurance rolls, and as part of the same group as active employees at no cost to the Board provided its eligible retirees pay full cost of insurance coverage at prescribed intervals to be established by the Board's Administrative Assistant.

**E. Self Insurance Option/Competitive Selection**

The Board may provide health insurance coverage for bargaining unit members through alternate carriers or through self-insurance. In no case shall the coverages and benefits provided through alternate insurance carriers, through self-insurance or through a combination of such alternatives be less than the coverages available to teachers under the group health insurance policies described elsewhere in this appendix. Should the Board desire to change insurance carriers and/or self-insure, the Association president shall be first notified and given an opportunity to review the proposed changes. Should the Association and the Board disagree that the alternative coverages proposed will provide equal coverage to those provided by the group plans described elsewhere in this



appendix, binding arbitration as set forth under Article IV of this contract may be immediately implemented at the request of the Association or the Board. Such arbitration shall take place before an impartial arbitrator with expertise in insurance. None of the individual coverages set forth in this appendix shall be subject to a proposed change in carrier and/or the self-insurance option more than once per year. Should the Board self-insure or change carriers pursuant to this section, the privacy of the members of the unit shall be fully respected.

**F. Coordination of Benefits**

In accordance with provisions of Connecticut General Statutes section 38262h, separate coverage required under such statute shall be made available by the Board to married members of the bargaining unit whose spouses are also employed by the Board. At the option of the Board, additional insurance coverage required under Section 38-262h may be provided by the Board through self-insurance. In no case, however, shall any member of the bargaining unit suffer any economic loss or reduction of coverage through self-insurance.

**G. Section 125 Flexible Benefits Plan**

The Board agrees to establish a Section 125 Flexible Benefits Plan for pre-tax treatment of un-reimbursed medical expenses subject to Federal and State Law and IRS Rules and Regulations. Teachers participating in the HSA will be allowed to participate in the FSA for dependent care only. The Board will modify its Section 125 Plan to:

- a. Permit teachers to pay their insurance co-pays on a pre-tax basis set forth in Appendix IX, Fringe Benefits.
- b. Provide for pre-tax treatment of unreimbursed medical expenses (\$2,000 limit).
- c. Provide for pre-tax treatment of dependent care expenses (\$5,000).

The Board reserves the right to use a third party to administer the Section 125 Flexible Benefits Plan. If a third party is used to administer the 125 flexible benefits plan, the Board shall pay the set-up fee for such accounts and the teachers shall pay the monthly service fee if required.

**H. Excise Tax**

If the cost of the group health plan or plans offered under this Agreement triggers an excise tax (the "Cadillac Tax") under the Internal Revenue Code or any other related local, state or federal statute or regulation, the parties agree to re-open Appendix XII for negotiations per Connecticut General Statute § 10-153f(e) for the purpose of addressing the impact of said tax upon the parties. No other provision of

the collective bargaining agreement shall be reopened during said mid-term negotiations.