

**AGREEMENT BETWEEN
THE
AVON BOARD OF EDUCATION
AND THE
AVON EDUCATION ASSOCIATION**

**EFFECTIVE
JULY 1, 2022– JUNE 30, 2025**

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AGREEMENT
BETWEEN THE
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AND THE
AVON EDUCATION ASSOCIATION

THIS AGREEMENT MADE AND ENTERED INTO by and between the Avon Board of Education (hereinafter referred to as the “Board”) and the Avon Education Association (hereinafter referred to as the “Association”).

ARTICLE I RECOGNITION

- A. The Board recognizes the Association for the purposes of professional negotiation as the exclusive representative, pursuant to 10-153a through 10-153g of the Connecticut General Statutes, as amended, of all those certificated professional employees of the Board in positions requiring teaching or special certificates and for persons employed under a durational shortage area permit. The employees in such positions are hereinafter generally called teachers.
- B. The Association accepts such recognition, and agrees to represent equally all certified teachers of the Avon School System without regard to membership or participation in, or association with, activities of the Association.
- C. It is the intent and purpose of the parties hereto that their agreements promote and improve the quality of education in the Town of Avon, provide for orderly professional negotiation between the Board and the Association, and secure prompt and fair disposition of grievances so as to promote positive influences upon the operation of the educational program.
- D. Despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by committee, or designated representatives.
- E. The Association and the Board will maintain and exchange, upon request, a current list of all committees and subcommittees and their members and alternates.
- F. The choice of membership in any teacher organization shall be the privilege of the individual teacher. There shall be no reprisal of any kind taken against any teacher either by the Board or the Association by reason of his membership in any teacher organization or participation in its activities.
- G. Interim Teachers. The parties agree that an interim teacher is a temporary employee who:
(a) is certified for his/her teaching assignment; (b) serves a minimum of forty (40) consecutive work days in a position known on or before the first day of any school year in which employed because a regularly employed teacher is on leave or is in a temporary

assignment; (c) is newly employed each school year; (d) is not eligible for tuition reimbursement; (e) has no expectation or right to employment or to special consideration for further employment. Interim teachers shall be informed in writing before commencing employment that their term of employment shall not exceed one (1) school year.

ARTICLE II – BOARD RESPONSIBILITIES – PREROGATIVES

- A. Except as is otherwise specifically provided in this Agreement as the same may be amended from time to time, it is recommended that the Board has and will continue to retain, whether exercised or not, the right, responsibility and prerogative to direct the operation of the public schools in the Town of Avon including but not limited to the following:
1. To maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interest of the Town of Avon;
 2. To give the children of Avon as nearly equal advantages as may be practicable;
 3. To decide the need for school facilities;
 4. To determine the need and program for the summer school and evening school, if any;
 5. To determine the care, maintenance and operation of buildings, land, apparatus, and other property used for school purposes;
 6. To determine the number, age, and qualifications of the pupils to be admitted into each school;
 7. To employ, assign and transfer teachers
 8. To suspend or dismiss the teachers of the schools in keeping with state statutes;
 9. To designate the school which shall be attended by the various children within the town;
 10. 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;
 11. To prescribe rules of management, studies, classification and discipline for the public schools;
 12. To decide the primary instructional materials to be used;

13. 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;
 14. To prepare and submit budgets and, in its sole discretion, expend monies appropriated by the town for the maintenance of the schools;
 15. And, to make transfers of funds within the appropriate budget as it shall deem desirable.
- B. Nothing in this Agreement shall in any way limit or contravene the authority of the Avon Board of Education to maintain good public elementary and secondary schools as mandated by the statutes of Connecticut, by the authority of the Connecticut State Legislature as it may pertain to education by the Regulations and/or other requirements set forth by the Connecticut State Department of Education and the statutes and Charter of the Town of Avon.
- C. It is recognized by the Board and the Association that all situations and developments could not be anticipated at the time of negotiation of this document. To achieve rapport between the Board and the Association, periodic informal meetings shall be held between the negotiating groups of each organization as requested by either the Association or the Board.

ARTICLE III – GRIEVANCE PROCEDURE

A. Definition

1. A “grievance” shall mean a complaint based upon an alleged misinterpretation, misapplication, or violation of a specific term or terms of the agreement and shall not apply to:
 - a. any matter for which a method of review is prescribed by law, or;
 - b. any rule or regulation of the State Commissioner of Education, or;
 - c. any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone, or;
 - d. a complaint occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a problem to discuss the matter informally with any appropriate member of the administration or with any appropriate representative of the Association.
3. An “aggrieved person” shall be any teacher or teachers proximately affected by an alleged misinterpretation, misapplication or violation of a specific term or terms of the agreement to which the grievance procedure applies. Either an aggrieved person or the exclusive representative may initiate a grievance at Levels One, Two or Three.

Any aggrieved person shall have the right to withdraw a grievance at any step of the informal or formal procedure. For purposes of this article, the term “teacher(s)” shall be synonymous with the term “aggrieved person,” unless the context in which the term “teacher(s)” is used clearly indicates otherwise.

B. Informal Procedure

1. If a teacher or the exclusive representative feels that he/she may have a grievance, he/she shall first discuss the matter with the immediate supervisor in an effort to resolve the problem informally.
2. If, after such discussion, the teacher is not satisfied with the disposition of the matter, he/she shall have the right to have the Association’s School Professional Rights and Responsibilities Representative assist him/her in further efforts to resolve the problem informally.
3. All decisions by supervisors or administrators at this level of the informal procedure shall be reported in writing to the Superintendent of Schools and be subject to his/her approval. Copies of the decision of the supervisor or administrator will be sent to the Chairman of the Professional Rights and Responsibilities Committee and to the President of the Association.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
2. If a teacher or the exclusive representative does not file a grievance in writing as provided in paragraph E(1)(a) within twenty (20) days of the occurrence of the act or condition, there is no grievance.
3. “Days” shall mean teacher working days. For the summer vacation period, “days” shall mean calendar days; however, either party may extend such time limits by 50 percent, provided a reason is given.

D. Content of Written Grievance

The written grievance will contain:

1. The alleged misinterpretation, misapplication and/or violation giving rise to this grievance;

2. A citation of the specific section or sections of the article or articles allegedly misinterpreted, misapplied, and/or violated;
3. The date of the alleged misinterpretation, misapplication, and/or violation;
4. The signature of the member or members of the unit grieving;
5. The remedy or redress sought;
6. Other pertinent data such as witnesses and circumstances giving rise to the grievance;
7. If the grievance is brought by the exclusive representative, the signature of the aggrieved person or persons submitting the grievance must be included if the grievance is submitted to Level Four.

E. Formal Procedure

1. Level One – School Principal

- a. If an aggrieved person or the exclusive representative is not satisfied with the disposition of his/her problem through informal procedures, he/she may submit his claim as a formal grievance in writing to his/her principal and/or other persons as determined by the Superintendent of Schools.
- b. The principal and/or other persons, as determined by the Superintendent of Schools, shall, within ten (10) days after submission of the grievance, render his/her decision and the reasons, therefore, in writing to the aggrieved teacher or the exclusive representative with a copy to the Superintendent of Schools and to the Chairman of the Professional Rights and Responsibilities Committee.

2. Level Two – Superintendent of Schools

- a. If the aggrieved person or the exclusive representative is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) days after presentation of the grievance in writing, he/she may file the written grievance with the Chairman of the Professional Rights and Responsibilities Committee within five (5) days after the decision at Level One, or within five (5) days after expiration of the time limit for a decision, whichever comes first.
- b. Within five (5) days after receiving the written grievance, the Chairman of the Professional Rights and Responsibilities Committee shall refer it in writing to the Superintendent of Schools or his/her designee, but prior to this being done, the Professional Rights and Responsibilities Committee shall provide an

opportunity for the aggrieved person to meet with the Professional Rights and Responsibilities Committee for the purpose of reviewing the grievance.

- c. The Superintendent shall, within ten (10) days after receipt of the grievance from the Chairman of the Professional Rights and Responsibilities Committee, meet with the aggrieved person and with representatives of the Professional Rights and Responsibilities Committee for the purpose of resolving the grievance.
- d. The Superintendent shall, within five (5) days after the hearing, render his/her decision in writing to the aggrieved person with a copy to the Chairman of the Professional Rights and Responsibilities Committee.

3. Level Three – Board of Education

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) days after the hearing, he may, within three (3) days after receipt of the decision from the Superintendent, or within three (3) days after expiration of the time limit for such decision, whichever comes first, file the grievance again with the Chairman of the Professional Rights and Responsibilities Committee.
- b. The Chairman of the Professional Rights and Responsibilities Committee shall, within three (3) days after receipt, refer the appeal to the Board of Education.
- c. The Board of Education, or a Board-appointed subcommittee, shall meet within twenty (20) days after receipt of the appeal with the aggrieved person and representatives of the Professional Rights and Responsibilities Committee for the purpose of resolving the grievance.
- d. The Board shall, within ten (10) days after such meeting, render its decision and reasons therefore in writing to the aggrieved person, with a copy to the Chairman of the Professional Rights and Responsibilities Committee and appropriate administrators.

4. Level Four – Impartial Arbitration

- a. If the grievance is not settled by the decision at Level Three, or if no decision has been rendered within ten (10) days after the meeting, the Association may submit the grievance within ten (10) days of receipt of the decision, or within ten (10) days after expiration of the time limit for such decision, whichever comes first, to the American Arbitration Association, with a copy to the Board.
- b. Arbitration shall be conducted by the American Arbitration Association in accordance with its rules and procedures. The arbitrator shall hear and decide only one grievance in each case. He shall be bound by and must comply with all of the terms of this Agreement. He shall have no power to add to, delete

from, or modify in any way any of the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon all parties.

- c. The costs for the services of the arbitrator and the American Arbitration Association shall be borne equally by the Board and the Association.
- d. There shall be no official public disclosure of the arbitration procedures by the Association or the Board except by mutual consent of the President of the Avon Education Association and the Chairman of the Avon Board of Education.

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 aggrieved person may be represented at Levels Two, Three, and Four of the formal grievance procedure by a person of his own choosing, except that he may not be represented by a representative of any teacher organization other than the one that is representing the majority of teachers. When an aggrieved person is not represented by the Association, the Association shall have the right to be present and to state its views at Levels Two, Three, and Four of the formal grievance procedure.
3. The Association may, if it so desires, call upon other professional services for consultation and assistance at any state of the formal procedure, and the Board may also call upon anyone it chooses to assist it at any stage of these proceedings. The Board will be notified if the use of outside consultants requires the use of school facilities.

G. Miscellaneous

1. Forms for filing and processing grievances, and other necessary documents, shall be prepared jointly by the Superintendent of Schools and the Chairman of the Professional Rights and Responsibilities Committee and the President of the Avon Education Association or their designees, and made available to teachers through the Professional Rights and Responsibilities Committee.
2. Nothing contained herein shall deprive any teacher of any legal right which he presently has.
3. Times for meetings to discuss all grievances shall be scheduled outside of school hours, unless in the judgment of the Superintendent a meeting during school hours is desirable to facilitate production of appropriate information. Attendance by the aggrieved and by one Professional Rights and Responsibilities representative at grievance meetings held during school hours shall constitute authorized absence

without loss of pay. Such authorized absence will not exceed one-half day per week. Other members of the Professional Rights and Responsibilities Committee of the Association or teachers may also be absent during school hours without loss of pay, but only in those instances in which the Superintendent decides it is necessary for the investigation or processing of an alleged grievance. The Association agrees that absences during school hours shall be avoided whenever they would interfere with the conduct of the educational program.

4. All information pertaining to a grievance is a confidential matter between the aggrieved, Professional Rights and Responsibilities Committee, Superintendent of Schools, Board of Education and any other party named in the grievance and as such shall not be made known to persons other than those who are party to the grievance and their representatives until such time as the matter has been concluded.

ARTICLE IV – WORK YEAR, MEETINGS, TEACHER ATTENDANCE, LUNCH PERIODS, PLANNING PERIODS

A. Work Year

1. For the duration of this contract, the work year of teachers covered by the basic salary schedule of this Agreement will be no more than one hundred ninety one (191) work days for teachers new to the Avon Public Schools, of which up to five (5) days may be held prior to the return to school of the teachers who were employed the prior year in Avon; and one hundred and eighty-five (185) work days for teachers who were employed in Avon the prior year. One of the 191 and 185 workdays noted above will be a non-instructional workday.
2. Salary Deduction Computation: salary deduction for non-attendance and non-approved leave for the above schedule will be on the basis of 1/191 of the annual salary for teachers who are new to Avon, and 1/185 of the annual salary for all other teachers.
3. If a teacher's normal school day is lengthened beyond 7 hours and 15 minutes, the Board of Education shall compensate the affected member of the bargaining unit at a rate of compensation based upon a prorating of the teacher's annual salary equal to a percentage of the time the teacher's school day is lengthened.
4. Occasional assignments to supervise students before or after school shall not constitute a change in the "normal school day" as defined in Article IV A-3 above provided they do not occur more often than once in any calendar month and provided no such assignment extends more than thirty (30) minutes beyond those hours.

5. Professional Development

When a teacher is required to attend professional development that results in the teacher's absence from class, when possible, the teacher will receive a minimum of one (1) weeks' notification of such absence.

B. Meetings

Both full-time and part-time teacher attendance will be required at the following professional 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 groups, grade level or special groups as authorized by the Superintendent or his designee;

All such meetings shall, whenever possible, be held on Wednesday after school and be limited to four per month.

In the case of part-time employees, attendance will be required at the above meetings provided five (5) working days' notice has been given.

C. Teacher Attendance

Teacher attendance will be required at the following meetings:

1. Building Open House(s). These shall be held during the teachers' regular work week and a teacher shall not be required to attend more than two (2) such activities during any school year provided that, except in extraordinary circumstances, they are not on the same day of the week;
2. Meetings of the Board of Education and other official meetings when the teacher is requested to appear at such meetings and the topic under discussion is directly related to an effort on the part of an individual teacher or group of teachers;
3. Building Parent Conferences. There shall not be more than six (6) parent conference days per year, three in each half of the school year. Four (4) of these shall take place on early release days and shall begin 45 minutes after student dismissal and continue until the conclusion of the normal teacher workday. Two (2) of these (one in each half of the school year) shall take place in the evening after a normal school day. The timing of these evening conferences will be a block of no more than two and one half (2.5) hours in length between the end of the work day and extending no later than 8:00pm on an as needed basis for parents to meet with teachers. With approval from

the building principal, teachers may be granted the flexibility to schedule some of the parent teacher conferences outside of the evening conferences window.

D. Lunch Periods

1. All teachers have a duty-free lunch period, the length of which shall be at least the same as the students' lunch period.
2. Teachers, with prior notification to the school office, are free to leave the school during their lunch periods.

E. Planning Periods

1. All full-time teachers in Elementary schools shall receive no fewer than 200 minutes of planning per regular five-day week. A planning period shall be no fewer than twenty (20) minutes. To the extent possible, as determined by the building principal and committee of teachers such time will be distributed evenly through the week. Classroom teachers in the elementary schools shall use the time when art, music, or physical education specialists are scheduled to conduct classes as planning periods.
2. Realizing the importance of adequate and uninterrupted planning time to the elementary level teacher, the administration will make every effort to secure qualified substitutes when specialists are absent, and additionally will schedule all required meetings at times other than planning periods.
3. All middle school and secondary school teachers shall have at least five planning periods per average school week. A planning period shall be equal to one period of classroom time based on a single unit of the master schedule. No more than two planning periods will be scheduled in the same day and two per day will occur not more than once a week.
4. Definition of Planning Time. Planning time is the non-instructional part of the teacher workday available to help teachers improve the student learning experience. This could include lesson planning, collaboration and discussion of instructional and curriculum matters. Available planning time during the teacher's workday excludes the teacher's assigned instructional time, duty free lunchtime and duty assignment.

ARTICLE V – CLASS SIZE

- A. The Board and the Association recognize that the pupil-teacher ratio is one of the important aspects of an effective education program; they both further recognize that the optimum class size is a variable because of the factors such as subject matter, approach and content that affect the pupil-teacher ratio; therefore, both parties agree that the sizes of classes set forth below are the maximum to be achieved in regular academic classes.

1. Kindergarten – Certificated personnel to pupil ratio of 1 to 20.
2. Grades 1 through 3 – Certificated personnel to pupil ratio of 1 to 23.
3. Grades 4 through 12 – Certificated personnel to pupil ratio of 1 to 25.

In grades 9 through 12, the student load set forth are the maximum to be achieved distributed over five (5) classes in the core subject areas of English/language arts, history/social studies, science, mathematics, and world languages. In the unlikely event a teacher is assigned to teach more than five (5) classes volunteers whose schedule can accommodate an additional class will be sought. Compensation for the additional class shall be pro rata compensation set at .17% of the MA Step 6 Salary Schedule amount.

The Board and Association recognize and agree that work loads among teachers should be equitable and that to accomplish this the Administration will consider other factors in addition to the number of students and range of learner-types in making work assignments.

- B. The foregoing limitations shall be subject to modification for such bona fide educational purposes as:
 1. Specialized classes.
 2. Large group instruction.
 3. Team teaching.
 4. Pilot programs.
 5. Open class concept.
- C. Any special groupings under State and Federally funded programs shall be in accordance with State and Federal laws.
- D. The Board of Education agrees to exert reasonable effort to provide assistance if the teacher's regular academic class size exceeds the limits specified in Article V, Section A. In the event that no assistance can be arranged, within 45 days, the affected teachers shall receive a cash stipend of \$350 per additional student for that teaching year. Elementary teachers shall receive added stipends if the same additional student occurs in that teacher's classes for multiple units of instructional time. This stipend shall be in the amount of \$100 per unit of instructional time that the same additional student is in said teacher's class.
- E. Efforts shall be made so that teachers of regular academic classes at the middle school or high school will not be required to teach more than three different subjects or grade equivalents. Any individual class may, however, include students from more than three grades.

ARTICLE VI – NON-TEACHING DUTIES

- A. Teachers shall not be required to drive pupils to activities which take place away from the school buildings.
- B. Evening and weekend chaperone duties will be compensated at the rate noted in Appendix B. Such chaperone assignments will be on a voluntary basis, except in the absence of volunteers, the principal may appoint teachers on a rotating basis.
- C. Upon return from an absence, each teacher will complete an evaluation of the substitute on a form provided by the Superintendent.
- D. Teachers will assist administrators in the completion of evaluations of paraprofessional personnel assigned to their classrooms.

ARTICLE VII – STAFF PARTICIPATION IN CURRICULUM PLANNING

The Board and the Association expect participation by teachers in curriculum planning. A spirit of mutual understanding and cooperation is encouraged.

ARTICLE VIII – TEACHER ASSIGNMENT

- A. Teachers will be notified in writing of the schools to which they will be assigned for the coming year, if different; the grades and/or subjects that they will teach; and any special or unusual classes that they will have by June 15 if it is practicable and reasonable to do so, as determined by the administration.
- B. The administration may alter a teacher's assignment if conditions so warrant. The administration shall make reasonable effort to promptly notify teachers affected by such alterations and to take into consideration the teacher's preferences. Should a teacher so affected elect to resign, the Board of Education agrees to waive the thirty-day notice period of acceptance of a resignation, provided such resignation does not take place during June or September.
- C. Teachers will not be assigned outside the scope of their teaching certifications and/or their major or minor fields of study except in cases of emergency.
- D. The positions listed in Appendix B are appointive positions lasting for a period of no more than one school year. Each appointment shall be made according to the Board's discretion after receiving the Superintendent's recommendations. All persons, who wish to apply for such a position, will be considered for such position provided the applicant applies, in

writing, prior to April 15. However, the appointing authority shall not be limited in its appointment to those expressing written interest.

- E. Whenever possible, persons assigned to positions listed in Appendix B shall be notified prior to August 1st.

ARTICLE IX – TRANSFERS AND VACANCIES

A. Transfer

1. The transfer of teachers within the school system is the responsibility of the Superintendent of Schools.
2. Teachers who request a transfer for the next school year shall file a written statement of such desire with the Superintendent. Each written request shall be limited to a single position.

B. Vacancies

1. All teachers shall be given the opportunity to make application for all positions open. If, in the determination of the Superintendent, the qualifications of applicants are substantially equivalent, preference will be given to qualified full-time teachers currently employed by the Board with consideration to their length of service in the Avon Public Schools.
2. Vacancies of position are defined as those which are caused by death, retirement, discharge, resignation, or by the creation of a new position.
3. Vacancies occurring throughout the school year will be posted on the district's website. Vacancies for permanent positions that occur after August 1st need not be posted and may be filled at the discretion of the Superintendent of Schools. Vacancies that occur during the school year and filled with a long term substitute teacher for the remainder of the school year shall be posted by June 1 if it has been determined the position will be filled with a permanent appointment the following year.

In the event that additional hours are deemed necessary in any subject area in which part-time teachers are currently employed, the positions already in existence shall be expanded to accommodate the increased need, unless logistical problems require an additional part-time teacher.

4. The President of the Association will receive notices of vacant positions on the teacher salary schedule and administrator salary schedule.

C. Posting of New Positions

All new teacher positions will be posted in the same manner as required in B.3 of this Article.

ARTICLE X - TEACHER FACILITIES

The Board agrees to provide the following facilities:

1. Clean and environmentally safe classrooms.
2. Space in each classroom in which teachers may safely store supplies and instructional materials;
3. Teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
4. An appropriately furnished room, which shall include a telephone, to be used as a faculty lounge, said room to be in addition to the aforementioned teacher work area;
5. Well-lighted and clean teacher rest rooms;
6. A communication system so that teachers can communicate with the building office from their classrooms;
7. Adequate parking space for all teachers;
8. If a school is closed for teachers due to any situation relating to safety, health and/or physical environmental condition, the building administrator shall notify each teacher of such closing. In such a case, teachers who are not required to report to work shall receive no deduction in pay, nor shall any leave accrual be affected.
9. When an issue of air quality arises, the Association's president or designee shall be entitled to inspect in a timely manner all materials relating to the building's systems including, but not limited to, work reports, filter change dates and upcoming services.
10. For modifications to a classroom or building requiring work that may include, but not be limited to plumbing, electrical work, or painting, except in an emergency, the Board shall use its best effort to accomplish such work so as not to affect adversely student learning. Such efforts shall take into consideration cost effectiveness and health and safety of staff and students.

ARTICLE XI – ACCIDENT BENEFITS

Whenever a teacher is absent from school as a result of sickness or personal injury, such teacher shall immediately draw from his accumulated sick leave. If he is entitled to workmen's compensation benefits, sick leave shall be used on a fractional basis so that the combination of workers' compensation benefits and the fractional sick leave equals the teacher's regular rate of pay. Otherwise, sick leave may not be drawn upon in fractional amounts.

ARTICLE XII – STAFF REDUCTION AND RECALL

It is recognized that the Board of Education has the sole and exclusive prerogative to eliminate professional staff positions consistent with the provisions of the General Statutes. Elimination of professional staff positions may result from decreases in student enrollment, changes in curriculum, financial restraints, or other circumstances as determined by the Board of Education.

A. Reductions

1. The Board of Education may, in the first instance, exercise its right and power to reduce the number of professional staff positions without determining which staff members, if any, will be dismissed or what other staffing changes will be made to effectuate the purpose of position elimination. It is expressly understood and agreed to by the parties that the decision to eliminate any professional staff position and to dismiss any teacher as a result will not be subject to the grievance procedure set forth in Article III of the Agreement.
2. Reductions in staff will be accomplished through attrition, to the extent feasible.
3. Should it become necessary to dismiss professional staff because of the elimination of positions, the following will apply:
 - a. Tenured staff member may be dismissed because of elimination of position only if there is no other position for which the tenured staff member is qualified. In order to be qualified to displace a non-tenured staff member or to be transferred to an open position, a tenured staff member must be certified to hold such a position. A specialist working with students at any level is considered a classroom teacher at that level for the purposes of seniority and recall assuming they hold appropriate certification for the position.
 - b. Within the separate categories of tenured staff and non-tenured staff, dismissal because of elimination of position will be based upon seniority as determined by the total number of years of contractual service as a certified teacher in the Avon School System. A specialist working with students at any level is considered a classroom teacher at that level for the purposes of seniority and recall assuming they hold appropriate certification for the position.

- c. When it becomes necessary to choose between or among several staff members of equal seniority as defined in 3-b above, the following criteria shall apply in the following order:
 - (1) Length of total experience as a certified teacher in Connecticut under a professional or provisional teaching certificate or under a certificate in any other jurisdiction which participates with Connecticut in the I.C.C. (Interstate Certification Compact);
 - (2) Number of credits beyond the bachelor's degree
4. Prior to recommending to the Board of Education the dismissal of any staff member because of elimination of position, the Superintendent of Schools shall offer the Avon Education Association an opportunity for input in order to insure compliance with the criteria outlined above.

B. Recall

1. The name of any teacher whose contract of employment has been terminated because of the elimination of a position or because of a reduction in professional staff shall be placed upon a reappointment list and shall remain on such list for a period of two (2) years from the effective date of contract termination, provided such teacher has not refused an offer of re-employment or has not failed to respond to an offer of re-employment.
2. Any teacher offered re-employment under the provisions of this article shall accept or reject the offer in writing within ten (10) days of receipt of such offer. If a teacher accepts an offer of such re-employment, he shall receive a written contract at least fifteen (15) days prior to the effective date of re-employment, where possible.
3. Offers of re-employment to teachers whose names appear upon a reappointment list shall be in the inverse order of termination provided.
4. No new teacher shall be employed until all teachers on the reappointment list have been offered re-employment.
5. Any teacher who accepts an offer of re-employment under the provisions of this article shall be placed upon the salary step next succeeding that which the teacher occupied at the time of termination.
6. Any teacher who accepts an offer of re-employment under the provision of this article shall begin such re-employment with all unused sick days accrued at the time of termination.

ARTICLE XIII – JUST CAUSE

No teacher shall be disciplined, reprimanded or suspended without pay without just cause.

ARTICLE XIV – SICK LEAVE

- A. Each teacher shall be entitled to an annual sick leave of 15 days at the teacher's regular rate of pay as stated in Appendix A. Up to five (5) days may be used for an illness in one's family from an employee's accumulated sick leave. Accrued sick leave for part-time teachers shall be prorated on the basis of their full-time equivalent. This applies to part-time teachers hired after July 1, 1999. Sick leave may only be taken in half-day or full day increments.
- B. Effective September 1, 1971, unused sick leave will accumulate from year to year provided the teacher remains continuously in the service of the Avon Public Schools System, and further that such authorized accumulation of sick leave for teachers shall not exceed 186 days.
- C. In the event of absence of a teacher for illness in excess of four (4) consecutive working days, or if abuse is suspected, the Superintendent may request the filing of a doctor's certificate, or may require an examination by a physician selected by the Board, such examination to be at the Board's expense.
- D. Each teacher may access his/her report on the number of sick leave days accumulated through the Board's electronic system.
- E. Disability resulting from pregnancy shall be considered an illness for sick leave purposes. Reasonable leave without pay for a disability resulting from such pregnancy in excess of accumulated sick leave shall be available. Medical certification shall be required to establish disability.
- F. Pregnancy

When a quarantine situation or risk of exposure to communicable disease exists, an appropriate, safe assignment shall be offered within the district.

G. Sick Leave Bank

- 1. Teachers may elect to contribute up to three (3) of their accumulated days of sick leave to a sick leave bank, provided that the number of sick leave days in such bank shall not exceed 180. Unused days remaining in the bank at the end of the school year will roll-over to the next school year with a cap of 180 days as set forth in the previous sentence.

2. The bank shall be administered by a committee consisting of the Superintendent, two members appointed by the Board, and two members appointed by the Association. The committee shall establish guidelines for the granting of sick leave from the bank to teachers who have exhausted their accumulated sick leave, and for replenishing the bank at the start of each school year. Such guidelines shall include:
 - (a) there must be a waiting period of at least 20 school days after the onset of the illness or injury before sick leave can be granted from the bank.
 - (b) the illness or injury must be a serious one involving an extended period of disability, and
 - (c) the teacher must cooperate with reasonable committee requests for medical documentation, and filing of appropriate insurance forms.

H. Communicable Diseases

If a teacher is absent because of illness due to a communicable disease (examples include but are not limited to: mumps, measles, chicken pox, conjunctivitis, lice, impetigo, Fifth Disease, mononucleosis, etc.) traceable to contact made in school, the absence shall not be charged against their annual or accrued sick leave. This provision shall not apply to COVID-19.

I. FMLA leave

FMLA eligible employees may request, or the Avon Public Schools may require FMLA eligible employees to apply any available accrued paid sick leave concurrent with the use of otherwise unpaid FMLA leave time. Such leave shall run concurrently with FMLA leave and therefore both the employee's FMLA leave entitlement and available accrued sick leave entitlement shall be reduced at the same time.

ARTICLE XV – LEAVES OF ABSENCE

A Personal Days

Where absence from service is necessary and unavoidable, and where to the extent practical notice is given in advance, each employee shall be permitted a maximum of five (5) days per year, with pay and without deduction from sick leave accumulation, for any of the following reasons:

1. Religious holidays which require absence from work (maximum of three days). Such leave requires notice ahead of time.

2. Serious illness in the immediate family. The “immediate family” includes the spouse of the employee and the parents, brother, sister, child, grandparent or grandchild of the employee or of the employee’s spouse or any relative of the employee or of the employee’s spouse who is domiciled in the employee’s household. In the event, within a school year, of a second serious illness in the above category, up to three (3) additional days may be granted.
3. Death in family or death of close friends: leave shall be granted for death of a teacher’s spouse, child, parent, any other family member, or close friend.
4. Legal requirements. Attendance in court under subpoena or summons or participation in a legal proceeding such as a real estate closing, which cannot be scheduled outside of school hours.
5. Two days leave may be used for personal business which requires the attendance of the teacher and which cannot be scheduled outside of school hours. Such leave may not be taken on the day before or day after a school holiday or vacation unless the teacher provides a reason which has been approved by the Superintendent in advance. Request for such leave will be made at least forty-eight (48) hours in advance, unless an emergency situation makes forty-eight (48) hour notice impossible.
6. Documentation or verification may be required in connection with requests for leave under paragraphs 1 through 5 above.
7. Notice of all leaves will be submitted through the Board’s electronic system indicating the type of leave as defined in 1-6 above provided by the Superintendent at least forty-eight (48) hours in advance, unless an emergency situation makes forty-eight (48) hour notice impossible.
8. In the event of life threatening illness or death of an employee’s spouse, child, or parent of the employee, and the employee has exhausted all available personal leave as prescribed in Article XV, Part A, the Superintendent may grant up to an additional five paid leave days deducted from the employee’s sick leave accumulation.
9. Requests for unpaid leave days will be considered for approval at the sole discretion of the Superintendent of Schools or his/her designee.

B. Leaves

1. Childrearing Leave – A male or female teacher may request an extended leave of absence without pay for purposes of childrearing.
 - (a) If leave is requested for a full school year, the request is submitted at least 3 months prior to the start of the school year, and the leave begins not more than 6 months before and not more than 12 months after the birth or adoption of the child, then the request will be granted automatically.

- (b) Other requests for childrearing leave will be handled in accordance with paragraph B.8 below.
- 2. Non-Birth/Parental Leave - The Board agrees to provide a non-birthing employee up to three (3) weeks of leave for purposes of child bonding. Additional time beyond the three weeks is available at the discretion of the Superintendent. Such leave is paid leave provided the employee has sufficient accrued sick days. If not, such leave is available without pay.
- 3. Exchange Teacher Leave – Upon the recommendation of the Superintendent, leaves for exchange teacher positions may be arranged and granted by the Board to teachers who have successfully completed their required three-year probationary period in Avon. Such leave will be considered as continuous employment.
 - (a) In no case shall sick leave accumulate during a leave of absence for exchange teaching;
 - (b) An employee returning to service shall provide a report describing the employee’s professional activities during such leave.
- 4. Military Leave – An employee who is called into military service of the Armed Services of the U.S., directly from Avon employment, for other than a short period of training, will be granted leave without pay or other benefits, except tenure and seniority rights, for the duration of the compulsory military service.
 - (a) Retirement benefits shall be in keeping with state statutes regulating military leave;
 - (b) If a person attends a military reserve camp of the National Guard or other reserve unit of the Armed Forces of the U.S., leave shall be granted if such absence is required during the school year. The Avon Board of Education will pay said employee the difference between the teaching salary and the amount received for military duty. The employee shall provide documentation verifying the monetary amount received for military duty to the Business Office.
- 5. Jury Duty – A person required to appear for jury duty shall be granted a leave of absence for the duration of said duty and shall be paid the difference between the teaching salary and the amount received for jury duty.
- 6. Professional Leave
 - (a) In addition to such leave time and personal days, each employee may, at the discretion of the Superintendent or designee, be permitted days for attendance at recognized educational meetings or for visiting and studying other school systems. Such days shall be granted by the Superintendent or designee on the basis of benefit to the school system.

- (b) The Board shall pay, within the limits of appropriations, the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by employees who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance and final approval of the principal and Superintendent or designee for particular purposes of special benefit to the school system.
- (c) At the discretion of the Superintendent or designee, officers and official representatives of the Association shall be entitled to released time without pay for performance of the duties of their offices. Requests for such leave shall be submitted to the Superintendent or designee together with lists of officers and official representatives and their released time requirements by the president of the Association.

7. Sabbatical Leave

- (a) Purpose: Sabbatical leave is designed to provide an additional opportunity for professional personnel to directly promote the educational interests of the community by improving their ability and preparation in specific areas of service.
- (b) Experience: Such improvements can be attained by broadening the experience, increasing the scope of knowledge, and cultivating the depth of understanding of the professional staff through formal study, research or writing.
- (c) Qualification for Eligibility:
 - (1) Six continuous years of satisfactory service in the Avon School System. One establishes eligibility for each succeeding six years of continuous service;
 - (2) Master's Degree;
 - (3) Provisional or Professional Educator's certificate.
- (d) Conditions and/or Arrangements:
 - (1) No more than one staff member will be granted sabbatical leave during any semester;
 - (2) Sabbatical leave will be granted for either one or two full academic semesters;
 - (3) Applications are to be submitted to the Superintendent of Schools before November 1 for the following September. The Board of Education will act on such applications and inform applicants of its tentative decision before March 1. Final approval will not be made until after the Annual Town Meeting. Applications will include an outline of the purpose, the programs, the activities (itinerary), and the

interim and final report which will constitute the Sabbatical Leave Program;

- (4) Any subsequent changes in the program must be approved by the Superintendent of Schools;
 - (5) During the sabbatical leave, the teacher shall be considered in the employ of the Board of Education, shall enter a written contract at $\frac{3}{4}$ of full salary, and shall enjoy all the benefits and privileges accruing to this staff member as if pursuing his normal teaching assignment;
 - (6) The applicant will attempt to secure financial aid as a possible means of reducing the cost of the program to the community. It shall be understood that the total amount of compensation to be received from all sources shall not exceed the recipient's placement on the Avon salary schedule for the year of the sabbatical leave. Any monies in excess of the recipient's Avon salary shall be deducted from the $\frac{3}{4}$ of full salary;
 - (7) Any interruption or complication during the leave program will be reported immediately to the Superintendent;
 - (8) The Board of Education reserves the right to reject any and all requests for sabbatical leaves of absence for any reason whatsoever, including cost compared to benefit to the school system, other budget priorities, etc.;
 - (9) A teacher will return to employment in Avon for a period of two school years immediately following such leave, or, if failing to return, will remit to the Town of Avon the total amount of salary received during such leave.
8. Other leaves of absence may be granted at the discretion of the Board, or as required by law. In the event any of the paragraphs of this Article are in conflict with applicable provisions of the Family and Medical Leave Act, then the latter shall control.

C. Return from Leave

1. Persons who are on prolonged non-paid leaves granted by the Board of Education shall commence teaching after such leave at a mutually agreeable time between the employee and the Administration.
2. Persons returning from such prolonged leave shall notify the Superintendent in writing by February 1 of their intention to resume work at the beginning of the ensuing year. Failure to give such notification will be considered due and sufficient cause to terminate the person's contract of employment.

3. An employee returning from a leave of absence shall be restored to the same position held at the time leave was granted, or, if there is no opening or vacancy in such position, to another open position for which the employee is certified and qualified.
4. In all cases of extended leaves, the Board reserves the right to require, prior to a teacher returning to service, a written statement from a physician or physicians on a form developed and provided by the Board of Education, certifying the teacher's ability to resume full-time teaching duties. Such exams will be at the Board's expense.

ARTICLE XVI PAYROLL DEDUCTIONS

The Board agrees to make the following deductions from the salary of its employees:

1. Group Insurance Options:
 - a. Medical Insurance
 - b. Contributory Life Insurance
 - c. Dental Insurance
2. Teachers' Retirement
3. Annuity Plan

As of July 1, 1992, teachers will be allowed to contract freely with ten (10) licensed companies mutually selected by the AEA and the Board for a tax-sheltered annuity as provided by federal law (Section 403(b)) to have adjustments to their salary. Enrollment or changes in existing plans must be submitted to the Business Office prior to the first day of the months of September, October, February and April. Any teachers enrolled in plans outside the ten (10) companies mutually selected by the AEA and the Board can continue deductions into their plan. New enrollees must select from the ten (10) companies selected.

4. Association Dues:
 - a. Upon the submission of a voluntary written authorization signed by a teacher, the Avon Board of Education agrees to deduct from the teacher an amount equal to the Association membership dues by means of payroll deductions. The amount of the deduction from each paycheck shall be equal to the total Association membership dues divided by twenty (20). Deductions will start with the second paycheck. The amount of Association membership dues shall be certified by the Association to the Board of Education prior to the opening of school each year.

- b. Subject to the provisions of Section 2 above, those teachers whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the remaining school year.
 - c. The Board of Education agrees to forward to the Association after each payroll a check for the amount of money deducted during that pay period.
 - d. The Avon Education Association shall submit to the business office a list of all teachers and the amount of dues to be deducted for each teacher by noon, the date of the first paycheck of each year. No later than the first paycheck in October of each school year, the Board of Education shall provide the Association with a list of all teachers employed by the Board of Education. Notification of changes to the original list will be made as they occur by the Business office.
 - e. The singular reference to the “Association” herein shall be interpreted as referring to the Avon Education/Teachers Association, the Connecticut Education Association, and the National Education Association.
 - f. The Association shall hold the Board harmless against any and all claims, demands, litigation, lawsuits, attorney’s fees for counsel of the Board’s choice or other costs which may arise out of, or by reason of, actions taken against the Board as a result of the enforcement or administration of this Section.
5. Other deductions as required by law.
6. The Avon Board of Education shall make available on an optional basis at no cost to the teachers a Section 125 – Accident and Health Insurance (IRC Sections 105 and 106), and Dependent Care Assistance (IRC Section 129). This shall include a debit card linked to the teacher’s Section 125 account.
7. Teachers shall be notified of open enrollment periods at least two weeks prior to each period.
8. The Board shall establish and maintain at least two I.R.C. 457(b) Deferred Compensation Plan for the purpose of employee savings through payroll deduction. The Board shall establish and maintain at least two Roth 457(b) Deferred Compensation Plan(s) for the purpose of employee savings through payroll deduction.

ARTICLE XVII – REMUNERATION

- A. The remuneration of all teachers shall be in accordance with the schedules set forth in Appendix A and Appendix B. Teachers shall receive notice of their salary for the following school year in writing by June 15, if it is practicable and reasonable to do so, as determined by the administration.

B. Degree Definition: The salary schedule listed in the appendices of this agreement shall be interpreted and applied in accordance with the following definitions:

1. Bachelor: A baccalaureate degree earned at an accredited college or university;
2. Master: A Masters degree earned at an accredited college or university. The individual must have met the course requirements for standard certification;
3. Sixth Year: A certificate of advanced graduate study, a second Masters degree related to education, a Masters degree that requires more than sixty (60) credits for graduation (examples include, but are not limited to, School Psychologist, Speech and Language Pathologists, and School Social Workers), or a sixth year professional diploma earned at an accredited college or university. Alternatively, teachers shall be placed on the sixth year salary schedule if they have completed thirty (30) hours of course work beyond the Masters degree in a planned program approved by the Superintendent of Schools.
NOTE: In order to qualify for the sixth year schedule, all of the coursework must have been taken after the date the coursework for the first Masters Degree was completed.
4. Doctorate: A doctorate degree earned at an accredited college or university. Credit for salary purposes is not retroactive.

C. Teachers who agree to have their MA degree or 6th year program approved by the Superintendent and agree to take at least 30 hours credit on the MA, or 30 hours credit on the 6th year in courses determined by the Superintendent, will receive, starting with their first full year after receipt of the MA degree or 6th year, an annual stipend of \$500. This provision shall not apply to employees hired on or after July 1, 2019.

D. Salary Placement

1. Placement on the salary schedule for teachers entering the Avon School System shall be at the sole discretion of the Superintendent of Schools.
2. Salary increments may be withheld by the Superintendent of Schools with the approval of the Board if, in his judgment, the best interest of the Avon Public Schools shall be served by such action. Whenever possible, notification of such action will be given prior to school closing in June.
3. In years in which step advancement has been negotiated, at the beginning of each school year, all teachers shall advance to the next high numbered step, except those on maximum, who remain at maximum. Teachers receiving a degree change will move horizontally across the scale plus one vertical step. Teachers are allowed only one vertical step per school year.

4. Teachers with an earned doctorate from an accredited college or university will receive an additional \$2,000 above the Sixth Year schedule at the appropriate level of experience.
5. Certified staff members who are on, or above, the Masters Year Schedule may seek tuition reimbursement under this Section. In order to be eligible, a teacher shall obtain prior approval from the Superintendent for a course or course of study leading to a salary or lane change and/or an advanced degree or certificate. The course or course of study shall be discussed with the principal first, and then submitted for approval to the Superintendent of Schools or his/her designee. The teacher will receive reimbursement of one-third of the tuition cost per credit hour following the successful completion of no more than two courses in each term (fall, spring and summer). Teachers shall be eligible for tuition reimbursement as set forth in this Article, provided that they agree to remain employed by the Board for at least two (2) full school years following the payment of any such reimbursement, and provided further that they actually remain employed by the Board for at least two (2) school years following the payment of any such reimbursement. Such agreements shall be executed in writing on forms provided by the Board. In the event that such a teacher separates from employment by the Board prior to the expiration of such two (2) year period (other than involuntary separation initiated by the Board) the teacher shall be required to repay to the Board the full amount of any such reimbursement paid by the Board, at the time of such separation.
6. Any teacher who anticipates securing a degree change by the commencement of the next school year will give written notice to the Superintendent of Schools by October 15 to be able to receive the salary adjustment and change in salary lane in the first pay period in the following school year. The written notice to the Superintendent shall include the teacher's detailed plan of course work for the anticipated completion of the academic program before September 1st of the next school year. Proof of completion (unofficial transcript) shall be submitted no later than September 30th of the school year in which the change occurs.
7. Certificated personnel who are employed part-time shall be placed on the salary schedule within the discretion of the Superintendent of Schools. For the purposes of computing salary for part-time employees, the basis for a full day will be considered seven (7) hours and fifteen (15) minutes. Part-time teachers will be paid a prorated salary based on the ratio between the length of the daily assignment and 7 hours 15 minutes. The formula to compute salary is as follows: $20 \text{ hr.} \div 36.25/\text{hr.} = 55.17\%$ of full contract rate. The teacher schedule, including meetings as defined in Article IV, B-C, and lunch and planning periods, shall be at the discretion of the building principal(s).

8. Teachers on unpaid leave in excess of ninety (90) days in a school year will not be credited with a year's experience for purposes of placement on the salary schedule.
9. The Avon Board of Education will provide a total annual sum of \$7,500, allocated equally among the fall, spring and summer academic sessions, for the purpose of reimbursing teachers on a first come, first served basis for courses taken outside a regular planned academic program which are related to their assignment and receive prior approval by the Superintendent. If monies allocated for a semester are not used, they will be available during the next semester. Courses must be approved and will be reimbursed at the rate set forth in paragraph D.5. above. No one teacher shall be eligible for reimbursement for more than two courses per calendar year under this provision.
10. If a tenured teacher does not meet the Avon Public Schools system expectations as found in the Teacher Evaluation and Development Model and after one (1) year on an Individual Teacher Improvement and Remediation Plan, the Board shall have the right to deny for one (1) year increment or general wage increase for said teacher on the salary schedule or maximum step of any scale or lane.

In either event, a maximum or incremental teacher, such withholding shall be determined only after written notice to the affected teacher that such action is under consideration by the Board, and the reasons therefore, and opportunity for a hearing, pursuant to Article III E. of the contract, before the Board or a committee of the Board. Such hearing may be invoked by initiation by the affected teacher or a grievance at level three of the grievance procedure. If the affected teacher does not initiate such a grievance within twenty (20) days of receipt of said written notice, the Board may withhold such increment or increase without affording further notice, or opportunity for hearing to the teacher.

E. Salary Payment

1. Each teacher will be paid a contract salary plus all stipends, other than coaching, on a bi-weekly schedule according to one of the following options to be selected by each teacher.
 - a. 22 equal payments
 - b. 22 payments and a balloon (balloon is equal to 4 pays on a 26-pay schedule)Payments will commence not later than the second Friday when all teachers are scheduled to work in the new school year.
2. All paydays will be on a Friday unless it is a legal banking holiday. In those cases payday will be on the preceding business day.
3. Paychecks shall be provided by direct deposit to all teachers at a bank of the teacher's choice.

ARTICLE XVIII - RETIREMENT

A. If a teacher has remained in the continuous and unbroken service, except for leaves as defined in Article XV – Leaves of Absence, of the Avon Public Schools for 10 or more years, the teacher shall receive an added salary stipend in the last year of service subject to the following schedule and condition:

<u>Years of Service in Avon upon retirement</u>	<u>Stipend</u>
10-19 years	\$1,500
20-24 years	\$2,250
25-34 years	\$3,000
35 years or more	\$3,750

B. Teachers who declare their intention to retire from Connecticut teaching service in writing to the Superintendent on or before January 1 and have remained in continuous and unbroken service in the Avon Public Schools for 25 years or more, shall receive \$1,000 on or about January 1 for each of the first five (5) years after retirement. If such teachers who have remained in continuous and unbroken service in the Avon Public Schools for 25 years or more provide such written notification after January 1, they shall receive \$1,000 on or about January 1 for each of the second through sixth years after retirement. Teachers hired on or after July 1, 2022 shall not be eligible for this benefit.

C. Each retiring teacher, after having completed 25 years of cumulative service in the Avon Public Schools, except for leaves of absence as defined in Article XV – Leaves of Absence, shall receive full and continuous health insurance coverage in the same plans and riders made available to active employees at the same premium contribution made by active employees for a period not to exceed five (5) years. At age 65, coverage for those eligible for Medicare shall be modified as required by the carrier. At the end of a five-year period, retirees may purchase coverage, if the carrier allows, at their own expense. Teachers hired on or after July 1, 2016 shall not be eligible for this benefit.

D. Each teacher who, having completed at least twenty-two (22) years of continuous and unbroken service in Avon, except for leaves as defined in Article XV – Leaves of Absence, may notify the Superintendent in writing of their intention to retire at the conclusion of three (3) additional years of teaching service and shall receive an additional \$2,500 in salary for each of these last three (3) years of service. Teachers hired on or after July 1, 2022 shall not be eligible for this benefit.

ARTICLE XIX – GENERAL PROVISIONS

- A. Teachers shall have the opportunity to review and discuss any evaluation reports with their supervisors, and to review the contents of their personal files as maintained by the Superintendent of Schools, with the time and place of the review being determined by the Superintendent of Schools.
- B. The Board shall provide copies of all its policies on line.
- C. Any written complaint made against a teacher shall promptly be called to the attention of the teacher. The teacher will have an opportunity to add a written response to the specific complaint.

ARTICLE XX – NON-RESIDENT AVON TEACHERS

The Board shall give favorable consideration to a request by any non-resident Avon teacher to send their child(ren) to Avon Public Schools with tuition paid by the teacher, provided there are no unusual costs (such as special education or additional staffing) resulting from the granting of such request. Any decision to accept a non-resident student is subject to annual review.

ARTICLE XXI – SPECIAL AWARDS

The parties recognize that the Board of Education may, by public vote, grant from time to time, to individual teachers or groups of teachers, financial awards in recognition of extraordinary contribution to the school system, or in recognition of honors conferred on the teacher which bring credit to the school system. Any such payment shall not exceed \$1,000; shall constitute a one-time award in recognition of specific accomplishments, rather than overall teaching performance; and shall be separate and distinct from negotiated compensation for teaching. Nominations may be made by any member of the certified professional staff, or any member of the Board of Education. A teacher may decline nominations without prejudice.

ARTICLE XXII – DURATION

This agreement for the period July 1, 2022 through June 30, 2025 contains the full and complete agreement between the Board and the Association.

ARTICLE XXIII – SURVEY

Professional employees in an instructional capacity will annually use a student feedback of teaching form for all classes or courses to which they are assigned. The form will be developed by a committee of teachers and the principal in each school. Survey data will be used solely to supplement teachers’ personal assessments of their performance.

ARTICLE XIV – SAVINGS CLAUSE

If any provision of any portion of this agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and the remainder of this agreement shall remain in full force and effect.

This agreement may not be modified in whole or in part by parties except by an instrument in writing duly authorized and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this agreement to be executed by their duly authorized representatives as of this day and year first above written.

AVON BOARD OF EDUCATION

AVON EDUCATION ASSOCIATION

signature on file

signature on file

Chairperson

President

12/2/2021

12/1/2021

Date

Date

APPENDIX A

2022-2023 SALARY SCHEDULE

STEP	BA	MA	6TH YEAR
1	58,197	63,908	70,209
2	59,697	65,408	71,709
3	61,935	67,876	74,421
4	64,245	70,435	77,254
5	66,665	73,095	80,191
6	72,382	75,866	83,247
7	74,382	78,749	86,425
8	75,882	81,741	89,720
9	77,382	84,864	93,150
10	78,882	88,110	96,722
11	80,382	91,632	101,025
12		103,958	114,402

2023-2024 SALARY SCHEDULE

STEP	BA	MA	6TH YEAR
1	61,882	65,632	71,025
2	64,382	68,232	74,025
3	66,882	70,832	77,025
4	69,382	73,432	80,025
5	72,382	76,032	83,025
6	74,382	78,632	86,025
7	76,382	81,232	89,025
8	77,882	83,832	92,025
9	79,382	86,432	95,025
10	80,882	89,032	98,025
11	82,382	91,632	101,025
12		105,958	116,402

2024-2025 SALARY SCHEDULE

STEP	BA	MA	6TH YEAR
1	64,194	70,682	75,075
2	66,194	73,182	78,075
3	68,194	75,682	81,075
4	70,194	78,182	84,075
5	72,194	80,682	87,075
6	74,194	83,182	90,075
7	76,194	85,682	93,075
8	78,194	88,182	96,075
9	80,194	90,682	99,075
10	82,194	93,182	102,075
11	84,194	95,682	105,075
12		108,289	118,963

**APPENDIX B - 1
Athletic Coaching Stipends**

Position	2022-23	2023-24	2024-25
Athletic Director at Avon HS No teaching periods assigned	17,597	17,949	18,308

2022-2023 (2% increase from 21-22)

	AHS Tier A	AHS Tier B	AHS Tier C	AHS / AMS Tier D
Head Coach	7,655	6,122	4,977	3,445
Assistant Coach	6,124	4,898	3,981	2,756
Junior Varsity (JV)	4,976	3,980		
DV/Freshman	4,210	3,367		

2023-2024 (2% increase from 22-23)

	AHS Tier A	AHS Tier B	AHS Tier C	AHS / AMS Tier D
Head Coach	7,808	6,244	5,077	3,514
Assistant Coach	6,246	4,996	4,061	2,811
Junior Varsity (JV)	5,076	4,060		
DV/Freshman	4,294	3,434		

2024-2025 (2 % increase from 21-22)

	AHS Tier A	AHS Tier B	AHS Tier C	AHS / AMS Tier D
Head Coach	7,964	6,369	5,179	3,584
Assistant Coach	6,371	5,096	4,142	2,867
Junior Varsity (JV)	5,178	4,141		
DV/Freshman	4,380	3,503		

AHS Tier A Sports	AHS Tier B Sports	AHS Tier C Sports	AHS / AMS Tier D Sports
Basketball (B & G) Crew Football Ice Hockey Indoor Track (B & G) Outdoor Track (B & G) Swimming / Diving Wrestling	Baseball Field Hockey Lacrosse (B & G) Soccer (B & G) Softball Volleyball	Cheerleading Cross Country (B & G) Golf (B & G) Tennis (B & G)	All AMS Sports HS Facility Manager Unified Basketball

Tier A Sport Notes

- The Football program has four paid coaching stipends below the Head Coach level; they are paid as follows – one (1) coach paid at the Assistant Coach level, one (1) coach paid at the Junior Varsity level, and two (2) coaches paid at the DV/Freshman level.
- The Diving Coach will be paid at the Tier A Assistant Coach level.

Tier B Sport Notes:

- All Crew Coaches below the Head Coach will be paid at the Assistant Coach level.

Tier C Sport Notes:

- The Cheerleading Head Coach and Assistant Coach will receive 40% of the stipend for the Fall Season and 60% of the stipend for the winter season.

Tier D Sport Notes

- There are three (3) HS Facility Manager stipends, one for each season (Fall, Winter, Spring). They will be paid at the Tier D Assistant Coach level.

Avon High School Athletic Positions

Fall			Winter			Spring		
Sport	Position	Tier	Sport	Position	Tier	Sport	Position	Tier
ALL (AHS)	Fac. Man.	D	ALL (AHS)	Fac. Man.	D	ALL (AHS)	Fac. Man.	D
Cheer	Head (40%)	C	Basketball - Boys	Head	A	Baseball	Head	B
Cheer	Assistant (40%)	C	Basketball - Boys	Assistant	A	Baseball	Assistant	B
Crew - Boys	Head	A	Basketball - Boys	DV	A	Baseball	DV	B
Crew - Boys	Assistant	A	Basketball - Girls	Head	A	Crew - Boys	Head	B
Crew - Girls	Head	A	Basketball - Girls	Assistant	A	Crew - Boys	Assistant	B
Crew - Girls	Assistant	A	Basketball - Girls	DV	A	Crew - Girls	Head	B
Cross Country - Boys	Head	C	Cheer	Head (60%)	C	Crew - Girls	Assistant	B
Cross Country - Boys	Assistant	C	Cheer	Assistant (60%)	C	Golf - Boys	Head	C
Cross Country - Girls	Head	C	Dive	Assistant	A	Golf - Boys	JV (Coed)	C
Cross Country - Girls	Assistant	C	Ice Hockey - Boys	Head	A	Golf - Girls	Head	C
Field Hockey	Head	B	Ice Hockey - Boys	Assistant	A	Lacrosse - Boys	Head	B
Field Hockey	Assistant	B	Indoor Track	Head	A	Lacrosse - Boys	Assistant	B
Field Hockey	DV	B	Indoor Track	Assistant	A	Lacrosse - Boys	DV	B
Football	Head Coach	A	Indoor Track	Assistant	A	Lacrosse - Girls	Head	B
Football	Assistant	A	Swim	Head	A	Lacrosse - Girls	Assistant	B
Football	Assistant	A	Swim	Assistant	A	Lacrosse - Girls	DV	B
Football	Assistant	A	Wrestling	Head	A	Outdoor Track - Boys	Head	A
Football	Assistant	A	Wrestling	Assistant	A	Outdoor Track - Boys	Assistant	A
Soccer - Boys	Head	B				Outdoor Track - Boys	Assistant	A
Soccer - Boys	Assistant	B				Outdoor Track - Girls	Head	A
Soccer - Boys	DV	B				Outdoor Track - Girls	Assistant	A
Soccer - Girls	Head	B				Outdoor Track - Girls	Assistant	A
Soccer - Girls	Assistant	B				Softball	Head	B
Soccer - Girls	DV	B				Softball	Assistant	B
Volleyball	Head	B				Tennis - Boys	Head	C
Volleyball	Assistant	B				Tennis - Boys	JV (Coed)	C
Volleyball	DV	B				Tennis - Girls	Head	C

Avon Middle School Athletic Positions

Fall		
Sport	Position	Tier
Cross Country	Head	D
Cross Country	Assistant	D
Field Hockey	Head	D
Field Hockey	Assistant	D

Spring		
Sport	Position	Tier
Outdoor Track	Head	D
Outdoor Track	Assistant	D
Outdoor Track	Assistant	D

Appendix B-2 (Co-Curricular Stipends)
STIPEND CALCULATION TOOL

All positions listed in Appendix B-2 are appointed for a single school year, interested employees must reapply annually. Appendix B-2 positions are understood to be singular, unless otherwise noted, however, the positions may be split between individuals. Employees appointed to positions listed in Appendix B-2 shall be evaluated no less than annually.

Appendix B-2 Stipend Calculation Rationale:

Scale Weight = 0-3 (A 0 weight being the lowest value and a 3 weight being the highest value.)

Criteria:

- a) Expertise / Experience: Special skills or knowledge required for a position.
- b) Responsibility / Visibility: A measure of the degree to which a product or other activity are visible to the community. These outcomes (products / activities) may significantly affect the school's or district's reputation within the community.
- c) Hours: An estimated number of hours dedicated outside the teacher contractual day and over an annual period.
 - 1 = 1-29 Hours
 - 2 = 30-79 Hours
 - 3 = 80+ Hours
- d) Number of Students: Average number of students involved.
 - 1 = 1-19
 - 2 = 20-49
 - 3 = 50+

Category	Multiplier
Expertise / Experience	4
Responsibility /Visibility	4
Hours	5
Number of Students	1

Point Total	Tier	FY 2022-23 Stipend	FY 2023-24 Stipend	FY 2024-25 Stipend
0	N/A	0	0	0
4	G	213	217	221
8	F	532	543	554
12	E	1,064	1,085	1,107
16	D	1,596	1,628	1,661
20	C	2,341	2,388	2,436
26	B	4,681	4,775	4,871
34	A	7,234	7,379	7,527

**Appendix B-2
Co-Curricular Stipends**

Avon High School				
Position	Category	2022-23 (2%)	2023-24 (2%)	2024-25 (2%)
Robotics	A	7,234	7,379	7,527
Yearbook	A	7,234	7,379	7,527
Voices For Equity	B	4,681	4,775	4,871
Girls Who Code	B	4,681	4,775	4,871
Jazz Band	B	4,681	4,775	4,871
National Honor Society	B	4,681	4,775	4,871
Robotics – Assistant	B	4,681	4,775	4,871
Science Club (2)	B	4,681	4,775	4,871
Spring Musical – Producer/Direct	B	4,681	4,775	4,871
Student Government	B	4,681	4,775	4,871
Fall Play – Director	C	2,341	2,388	2,436
LEO Club	C	2,341	2,388	2,436
Math Team	C	2,341	2,388	2,436
Music Service Society	C	2,341	2,388	2,436
Spring Musical – Pit Orchestra	C	2,341	2,388	2,436
Spring Musical – Technical Dir.	C	2,341	2,388	2,436
Spring Musical – Vocal Dir.	C	2,341	2,388	2,436
Tutoring in the City	C	2,341	2,388	2,436
Camarata Singers	D	1,596	1,628	1,661
Junior Class Advisor	D	1,596	1,628	1,661
Mock Trial	D	1,596	1,628	1,661
Senior Class Advisor	D	1,596	1,628	1,661
Writing Center	D	1,596	1,628	1,661
Amnesty International	E	1,064	1,085	1,107
A.V.O.N.	E	1,064	1,085	1,107
Certamen	E	1,064	1,085	1,107
Fall Play – Technical Director	E	1,064	1,085	1,107
Improv Club	E	1,064	1,085	1,107
Literary Arts Magazine	E	1,064	1,085	1,107
Model UN	E	1,064	1,085	1,107
Newspaper	E	1,064	1,085	1,107
Sierra Club	E	1,064	1,085	1,107
Freshman Class Advisor	E	1,064	1,085	1,107
Sophomore Class Advisor	E	1,064	1,085	1,107
Animal Welfare	F	532	543	554
Connecticut Youth Forum	F	532	543	554
Gay Straight Alliance	F	532	543	554
Pep Band	F	532	543	554
UNICEF Club	F	532	543	554
AHS Conservatives	G	213	217	221
AHS Democrats	G	213	217	221
Cake with a Cause	G	213	217	221
Chess Club	G	213	217	221
Fishing Club	G	213	217	221
Film Club	G	213	217	221
Finance and Investment Club	G	213	217	221
Jewish Cultural Club	G	213	217	221
Kulture with a “K”	G	213	217	221

Avon High School

Position	Category	2022-23 (2%)	2023-24 (2%)	2024-25 (2%)
Mental Health Club	G	213	217	221
Philosophy Club	G	213	217	221
Trivia Team	G	213	217	221
Veg Club	G	213	217	221
World Language Club	G	213	217	221

Avon Middle School

Position	Category	2022-23 (2%)	2023-24 (2%)	2024-25 (2%)
Robotics	B	4,681	4,775	4,871
Student Council	B	4,681	4,775	4,871
AMS Musical – Director	C	2,341	2,388	2,436
Arioso Choir	C	2,341	2,388	2,436
Chamber Orchestra	C	2,341	2,388	2,436
Jazz Band	C	2,341	2,388	2,436
Robotics – Assistant	C	2,341	2,388	2,436
Yearbook	C	2,341	2,388	2,436
AMS Musical – Asst. Director	D	1,596	1,628	1,661
Craft Club	D	1,596	1,628	1,661
LEO Club	D	1,596	1,628	1,661
MathCounts	D	1,596	1,628	1,661
Poetry Club	D	1,596	1,628	1,661
Talent Show	E	1,064	1,085	1,107
Debate Club	F	532	543	554
Friends of the Farmington	F	532	543	554
GSA	F	532	543	554
Helping H’ Arts	F	532	543	554

Thompson Brook School

Position	Category	2022-23 (2%)	2023-24 (2%)	2024-25 (2%)
Musica Dulce	C	2,341	2,388	2,436
Student Council	C	2,341	2,388	2,436
WTBS Radio Show	D	1,596	1,628	1,661

Pine Grove School

Position	Category	2022-23 (2%)	2023-24 (2%)	2024-25 (2%)
Community Council (2)	C	2,341	2,388	2,436

Roaring Brook School

Position	Category	2022-23 (2%)	2023-24 (2%)	2024-25 (2%)
Student Council	C	2,341	2,388	2,436

Appendix B-3

Professional Hourly Rates and Leader/Coordinator Stipends

1. Professional Related Work /Curriculum/Chaperone

Compensation for all summer employment (work performed between the official school closing in June and official opening of the new school year for teachers), curriculum writing, work performed for Saturday School, or chaperoning of school events will be paid at the following rate per hour:

2022-23	2023-24	2024-25
\$42.35	\$43.20	\$44.06

2. Compensation for Professional Development Training Preparation Time

Teachers whose regular responsibilities do not include the provision of training and professional development of teachers, but who are requested by the Superintendent or designee to present a workshop during professional development time, will be paid at the hourly rate below for preparation completed outside of the normal teacher workday not to exceed 1.5 (one and one-half) times the total length of presentation time.

2022-23	2023-24	2024-25
\$42.35	\$43.20	\$44.06

3. Homebound Instruction

Homebound instruction will be paid at the following rate:

2022-23	2023-24	2024-25
\$46.31	\$47.24	\$48.18

4. Athletic / Intramural / Unified Staff

Positions for high school athletic contests / games including ticket seller, timeclock and scoreboard monitors will be paid according to the following hourly rates. The Athletic Director will communicate open positions as dictated by the seasonal schedule, and individuals will express interest to fill these open positions directly to the Athletic Director. The Athletic Director is responsible for filling these positions using the list of interested individuals. Additionally, all hourly rates for individuals performing either intramural or unified programming will be paid using the following hourly rate schedule.

2022-23	2023-24	2024-25
\$42.35	\$43.20	\$44.06

5. Team Mentors

Avon teachers participating in the State of Connecticut Team program as mentors shall be paid annually, per mentee, for each year of the agreement an honorarium as follows:

2022-23	2023-24	2024-25
\$1,509	\$1,539	\$1,570

6. School Guidance Counselors

School Guidance Counselors will be required to work four additional days and the Director of School Counseling will be required to work 10 additional days beyond the teacher work year at their per diem rate.

7. Coordinator/Leader Positions

The stipend for coordinator or teacher leadership positions shall be the following:

Avon High School			
Position (Grades)	2022-23 (2%)	2023-24 (2%)	2024-25 (2%)
A.P. Testing Coordinator	1,811	1,847	1,884
ECE Coordinator	1,811	1,847	1,884
Assist Tech Coordinator (7-12)	4,924	5,022	5,122
Director of Counseling (6-12)	4,924	5,022	5,122
Language Arts (7-12)	4,924	5,022	5,122
Math (7-12)	4,924	5,022	5,122
Science (7-12)	4,924	5,022	5,122
Social Studies (7-12)	4,924	5,022	5,122
Transition Coordinator	4,924	5,022	5,122
World Language (7-12)	4,924	5,022	5,122
Special Education (9-12)	4,924	5,022	5,122
Unified Arts (9-12)	4,924	5,022	5,122
Avon Middle School			
Position	2022-23 (2%)	2023-24 (2%)	2024-25 (2%)
Grade 7 Team Leaders	3,691	3,765	3,840
Grade 8 Team Leaders	3,691	3,765	3,840
Special Education Team Leader	3,691	3,765	3,840
UA Team Leader	3,691	3,765	3,840
Activities Coordinator	4,497	4,587	4,679
Thompson Brook School			
Position	2022-23 (2%)	2023-24 (2%)	2024-25 (2%)
Grade 5 Team Leaders (3)	3,691	3,765	3,840
Grade 6 Team Leaders (3)	3,691	3,765	3,840
Special Education Team Leader	3,691	3,765	3,840
Specials Team Leader	3,691	3,765	3,840
Pine Grove School			
Position	2022-23 (2%)	2023-24 (2%)	2024-25 (2%)
Kindergarten	3,691	3,765	3,840
Grade 1	3,691	3,765	3,840
Grade 2	3,691	3,765	3,840
Grade 3	3,691	3,765	3,840
Grade 4	3,691	3,765	3,840
Specials	3,691	3,765	3,840
SAT	3,691	3,765	3,840
Roaring Brook School			
Position	2022-23 (2%)	2023-24 (2%)	2024-25 (2%)
Pre-K	3,691	3,765	3,840
Kindergarten	3,691	3,765	3,840
Grade 1	3,691	3,765	3,840
Grade 2	3,691	3,765	3,840
Grade 3	3,691	3,765	3,840
Grade 4	3,691	3,765	3,840
Specials	3,691	3,765	3,840
SAT	3,691	3,765	3,840

Districtwide			
Position	2022-23 (2%)	2023-24 (2%)	2024-25 (2%)
Assistive Tech Coordinator (PK-6)	4,924	5,022	5,122
ESOL District Coordinator	4,924	5,022	5,122
Team Master Mentor	6,155	6,278	6,404
Audio Visual Coordinator	7,385	7,533	7,684
Chemical Hygiene Officer	6,155	6,278	6,404

All Schools			
Position	2022-23 (2%)	2023-24 (2%)	2024-25 (2%)
PPT Chair/IEP Coordinator	4,924	5,022	5,122
Technology Leader	678	692	706

8. Extended School Year (ESY)

2022-23	2023-24	2024-25
\$43.35	\$44.22	\$45.10

APPENDIX C

1. Effective Date

The effective date of all new or changed insurance plans will be determined by the insurance carrier unless otherwise specified or subsequently agreed to by both the Board and the Association in writing.

2. Changes in Carriers

The Board of Education reserves the right to change the insurance carrier(s) or self-insurance administrators as long as benefits are at least equivalent to those currently in effect. If the Board chooses to change the insurance carrier, the Association will be provided relevant information about the carrier and plan ninety (90) days prior to the implementation of the new carrier.

3. Waiting Period

The effective date of insurance for new employees as noted in paragraphs 7-8 will be the earliest date the insurance carrier will allow; however, the Board of Education will make an effort to provide, through its regular carriers, insurance that is effective on the first day of employment. The Board is not required to make changes in the existing life insurance coverage more often than once a year.

4. Content of Insurance Plans

Details of all insurance plans will be made available electronically through the employee self-service portal. In addition, details of all insurance plans will be made available to all employees through distribution of copies in all schools at least every three years or more frequently in the event of a change in carriers or coverage. The terms and conditions of these insurance plans determine benefits for eligible employees. This agreement will not alter these plans or grant additional benefits not provided within them.

5. Teacher Notification

The present teaching staff must notify the Board of Education business office, in writing, of all changes that would affect their membership status. Teachers new to the system will make election of their insurance plans at the time of initial employment.

6. Part-time Teachers

Teachers working part-time are eligible for health insurance, and dental insurance coverages as noted in paragraphs 7-8 with the Board paying a prorated cost of full-time teachers based upon the salary proration, formula contained in Article XVI, D7, carrier permitting.

7. Disability and Life Insurance

(a) Long-Term Disability:

A long-term disability plan for teachers will be provided at Board expense. The benefit will be 60% of salary to age 65 for those who have been disabled for 180 days or more, with a monthly maximum of fifteen thousand dollars (\$15,000.00).

(b) Life Insurance:

A fifty thousand dollar (\$50,000) term life insurance plan shall be provided to each teacher.

8. Cost Containment

The Board may elect to implement cost containment procedures (including but not limited to pre-admission review, admission and continued stay review, second surgical opinions and hospital bill audits) provided that the cost to the employees and their dependents who follow such procedures is not greater than it would be if no procedure had been implemented.

9. Civil Union Partner Eligibility and Benefit Coverage

The Avon Board of Education will provide Civil Union Partner Coverage for Health Insurance Benefits and other related areas.

The Avon Board of Education will include in the Health Benefits Article eligibility section provision for Civil Union partners as defined by state law. Should the civil union statute be repealed, the prior domestic partner benefit shall be restored.

In addition, Civil Union partner eligibility be included in all other areas of benefits. Life Insurance, Leaves of Absence, and/or any other benefit(s) which are offered to spouses of and employees of the Board.

10. The prescription drug rider shall include oral contraceptive coverage.

APPENDIX C/EXHIBIT II - Insurance

There shall be an HDHP/HSA insurance plan available to teachers. Eligible teachers and dependents may enroll in the district's health insurance plan.

(a) The HSA (Health Savings Account) plan shall be the sole insurance plan

The Board and the teachers will pay the following percentages of the total premium costs of the HSA:

BOE	Teachers
80.0%	20.0%

The HSA shall have the following structure:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family)	\$2000/4000	
Co-insurance	0% after deductible	20% co-insurance after deductible, subject to co-insurance limits
Co-insurance Maximum (Individual/Aggregate Family)	\$3,000/6,000 (Out of network Coinsurance and In-network post deductible RX copays)	
Cost Share Maximum (Individual/Aggregate Family)	\$5,000/10,000	
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible waived	N/A
Prescription Drug Coverage	Treated as any other medical expense, Subject to deductible, once deductible is met, then \$5/20/35 copay per prescription	20% co-insurance after deductible, subject to co-insurance limits

The Board's contribution to the applicable HSA deductible during the term of this contract shall be as follows: For each teacher who elects to participate in the HSA-HDHP, the Board will deposit into the teacher's HSA account Eight Hundred Dollars (\$800.00) for single coverage and Sixteen Hundred Dollars (\$1600.00) for two person or family coverage in each year the teacher elects HSA-HDHP coverage. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments on or around the first two weeks of July and February. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment. For any plan year in

which an employee is enrolled in the high deductible/HSA plan for only a portion of the plan year, the Board's contribution toward the funding of the deductible shall be pro-rated.

Health Reimbursement Account: A Health Reimbursement Account ("HRA") shall be made available for any teacher who is precluded from participating in a Health Savings Account ("HSA") because the teacher receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for teachers participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for teachers enrolled in the HSA. The Board shall have no responsibility for any administrative and/or monthly costs associated with the set-up and/or administration of the HRA.

The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2018. Should any Federal statute or regulation pertaining to IRC §4980I 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 Appendix C of the contract 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) MetLife Dental Plan

A MetLife Dental Plan is provided for teachers and eligible dependents. Effective July 1, 2008, the annual maximum shall increase by \$500.

© Vision Plan:

A committee shall be formed of up to 3 representatives of the BOE/Administration and 3 representatives of the Association to determine criteria/specifications for a vision plan. Once the criteria/specification are determined, the Town's bid process shall be engaged. At the conclusion of the bid process, the committee shall review the results. If desired by the Association, a vision plan (offered by the appropriate carrier, as determined by the bid process) shall be offered to teachers, effective for the 2016-17 school year. The teachers shall be 100% responsible for all costs associated with the vision (including but not limited to premium and any and all fees/costs). The Board shall have no responsibility for any cost related to this plan.

If the Board determines that the total cost of a group health plan or plans offered under this contract may trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation during the term of this contract, the vision plan shall be eliminated and no longer shall be offered to teachers.

APPENDIX D

Unused Sick Days

1. Any teacher who, at the end of a school year, has accumulated 186 sick days and, who, during that school year, has maintained perfect attendance, will receive a bonus of \$200. Absence for reason of death in immediate family, absence for religious holidays, and court appearances due to being subpoenaed as a third party witness will not be considered absences for purposes of this section. The Superintendent reserves the right to request appropriate documentation relative to these exceptions.
2. Any teacher who has had perfect attendance in the current school year and who has not accumulated the maximum days allowable, shall receive a payment of \$100. Absence for reason of death in immediate family, absence for religious holidays, and court appearances due to being subpoenaed as a third party witness will not be considered absences for purposes of this section. The Superintendent reserves the right to request appropriate documentation relative to these exceptions.
3. Any teacher who, in the current school year, had only one day of absence, shall receive a payment of \$50. Absence for reason of death in immediate family, absence for religious holidays, and court appearances due to being subpoenaed as a third party witness will not be considered absences for purposes of this section. The Superintendent reserves the right to request appropriate documentation relative to these exceptions.