

Revised 12/7/06

AGREEMENT

Between the

CANAAN BOARD OF EDUCATION

And the

LEE H. KELLOGG FACULTY ASSOCIATION

July 1, 2007 - June 30, 2011

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AGREEMENT

This Agreement is made and entered into on this _____ day of December, 2006 by and between the Canaan Board of Education (hereinafter referred to as the "Board"), and the Lee H. Kellogg Faculty Association (hereinafter referred to as the "Association").

ARTICLE 1 RECOGNITION

1-1 The Board recognizes the Association as the exclusive representative of all the certified professional employees of the Board, employed in positions requiring a teaching or special services certificate or durational shortage area permit, for the purpose of negotiations with respect to salaries and other conditions of employment about which either party wishes to negotiate pursuant to Connecticut General Statutes §§ 10-153g. The Association recognizes the Board as the employer vested with the sole and exclusive powers and authorities to direct and administer the operation of the school district. The Board retains all rights as prescribed by law subject only to the limitations imposed by the language of this Agreement.

1-2 The Board reserves the right to themselves alone to establish policies and take administrative action as mandated under the statutes of the State of Connecticut.

1-3 The term "teacher" as used in this Agreement, except where otherwise specifically indicated, is considered to apply to all teachers described in Section 1-1 above and shall mean a person employed in a position requiring a certificate issued by the State Board of Education and included in the teachers unit as defined by Section 10-153(b) of the Connecticut General Statutes.

1-4 The term "superintendent" as used in this agreement is considered to apply to the superintendent, assistant superintendent or anyone acting in that capacity.

1-5 "RSSC" shall mean Regional School Services Center.

1-6 "Length of Service" shall mean continuous employment with this Board of Education from the teacher's last date of hire.

1-7 "The Region" shall mean the seven school districts including the Housatonic Valley Regional High School and the school districts located in the towns of Canaan, Cornwall, Kent, North Canaan, Salisbury and Sharon.

ARTICLE 2
NEGOTIATION

2-1 Negotiation Over a Successor Agreement

2-1.1 The Board and the Association agree to abide by the Connecticut General Statutes.

2-2 Matters Not Covered By Terms of the Agreement

2-2.1 During the duration of the Agreement, in the event that the Association desires to make any proposal, the subject matter of which is not covered herein, the Association may submit such proposal in writing to the Chairman of the Board or his/her designee. Similarly, the Board of Education may submit proposals in writing to the President of the Association. Not more than two (2) Board meetings will elapse before Board reply, nor sixty (60) days before Association reply. Neither the making of a proposal nor the issuance of a reply, hereunder, shall be deemed to comprise mid-term bargaining pursuant to Connecticut General Statutes §10-153f(e) unless both parties, in writing, voluntarily agree to enter into such negotiations.

2-3 Severability

2-3.1 In the event that any provision or portion of this Agreement is illegal or ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this agreement shall remain in full force and effect.

2-3.2 This Agreement shall not be altered, amended, or changed except in writing after mutual agreement of the parties and after ratification by duly authorized groups and signed by the Board and the Association which writing shall be appended hereto and become part hereof.

ARTICLE 3
GRIEVANCE PROCEDURE

3-1 Definitions

3-1.1 A "grievance" shall mean a complaint by a teacher, a group of teachers, or the Association covered by this Agreement that there has been to him/her or them a personal loss or injury because of a violation, misinterpretation, or inequitable application of the terms of this Agreement or the conditions of employment, except that the term "grievance" shall not apply to (a) any matter for which a method of review is prescribed by law; (b) any rule or regulation of the State Commissioner of Education; (c) any by-law of the Board of Education; (d) any matter which according to law is either beyond the scope of the Board authority or limited to unilateral action by the Board alone; (e) complaint of a non-tenured teacher which arises by reason of his/her not being re-employed; or (f) a complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

3-1.2 "Days" shall mean days when school is in session except during the period July 1 - August 31 when "days" shall mean Monday, Tuesday, Wednesday, Thursday, Friday.

3-1.3 "Party in interest" shall mean the teacher or teachers making the complaint, including their designated representatives as provided herein.

3-1.4 "Forms" shall mean the appropriate forms as appended hereto in Appendix D.

3-2 Purpose

3-2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may occasionally arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

3-2.2 Nothing herein contained shall be construed as limiting the right of any party in interest having a grievance or dispute to discuss the matter informally with any appropriate member of the administration.

3-3 Procedure

3-3.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by written agreement of the parties in interest.

3-3.2 In the event a grievance is filed on or after June 1, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

3-3.3 If the teacher(s) does not file a written grievance with his/her immediate supervisor within thirty (30) days after the teacher(s) knows or should have known of the act or condition on which the grievance is based, then the grievance shall be waived. A grievance filed with the Professional Rights and Responsibilities Committee must reach Level One within thirty (30) days of the date of the grievance.

3-4 Level One - Principal or Immediate Supervisor

3-4.1 A teacher or group of teachers of the unit with a grievance or dispute shall first discuss it with his/her or their immediate supervisor or principal, either directly or through the representative of the aggrieved, with the objective of resolving the matter informally.

3-4.2 If a teacher or group of teachers is not satisfied with the outcome of the informal grievance procedures as defined in the above, then the teacher or teachers shall present his/her or their claim as a written grievance to the principal on form 1.

3-4.3 The principal shall, within five (5) days after receipt of the written grievance, render his/her decision in writing to the aggrieved on form 2 in duplicate.

3-4.4 One copy of form 2 is to be returned to the principal by the aggrieved within three (3) days with a response indicated.

3-5 Level Two - Superintendent of Schools

3-5.1 In the event that the aggrieved is not satisfied with the disposition of his/her grievance at Level One, or in the event that no written decision has been rendered by the principal within five (5) days after presentation of the written grievance, he/she or his/her representative may file within three (3) days of the decision or within eight (8) days after the formal presentation a written grievance with the Superintendent of Schools on form 1.

3-5.2 The superintendent shall represent the administration at this level of the grievance procedure. Within ten (10) days after receipt of the written grievance by the superintendent, the superintendent shall meet with the aggrieved and/or his/her representatives in an effort to resolve it.

3-5.3 The superintendent shall, within five (5) days after the hearing, render his/her decision in writing to the aggrieved on form 3 in duplicate.

3-5.4 One copy of form 3 is to be returned to the superintendent by the aggrieved within three (3) days with a response indicated.

3-6 Level Three - Board of Education

3-6.1 In the event that the aggrieved is not satisfied with the disposition of his/her grievance at Level Two, or in the event no decision has been rendered within ten (10) days after he/she has first met with the superintendent, he/she or his/her representative may file within three (3) days of the decision or within thirteen (13) days after the formal presentation a written grievance, indicating such dissatisfaction, with the Board on form 1.

3-6.2 A committee of the Board shall, within ten (10) days after receipt of the appeal, meet with the aggrieved and/or his/her representative for the purpose of resolving the grievance.

3-6.3 The Board shall, within thirty (30) days after such meeting, render its decision and the reasons therefor in writing to the aggrieved on form 4 in duplicate.

3-6.4 The aggrieved shall return one copy of form 4 to the chairman of the Board within three (3) days with a response indicated.

3-7 Level Four - Arbitration

3-7.1 If the aggrieved is not satisfied with the disposition of his/her grievance at Level Three, he/she may, within three (3) days after the decision, or within thirty-six (36) days after the Board meeting, request, in writing on form 1 to the president of the Association that his/her grievance be submitted to arbitration.

3-7.2 The Association shall, within five (5) days after receipt of such request, render its determination to the Board and to the aggrieved on form 5 as to whether or not the grievance is meritorious and the reasons therefor.

3-7.3 If the grievance is deemed meritorious by the Association, the chairman of the Board and the president of the Association shall, within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence and indicate such on form 5. If the parties are unable to agree upon an arbitrator within five (5) days, the American Arbitration Association shall immediately be called upon to select the single arbitrator. The Board and the Association shall be bound by the rules and procedures of the American Arbitration Association.

3-7.4 The arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the record of prior hearings, and shall hold such further hearings with the aggrieved and other parties in interest as he/she shall deem requisite.

3-7.5 The arbitrator shall limit himself/herself to the issues submitted and shall consider nothing else. He/she can neither add anything to nor subtract anything from the Agreement between the parties.

3-7.6 The arbitrator shall, within ten (10) days after the close of the hearings, render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning, and conclusion on the issues submitted. The decision of the arbitrator shall be final and binding upon all parties in interest.

3-7.7 The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

3-8 Rights of Teachers to Representation

3-8.1 No reprisals of any kind shall be taken by the Board or by any member of the administration or by the Association or aggrieved against anyone by reason of participation in the grievance procedure or support of any participant thereto.

3-8.2 Representation of the grievant at any level of the grievance procedure shall be limited to the grievant and/or an authorized Association representative, except that only the Association may present a grievance at Arbitration.

3-9 Miscellaneous

3-9.1 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3-9.2 Copies of the forms to be used in processing a grievance and for reporting decisions and recommendations shall be made available by the superintendent and the chairman of the Professional Rights and Responsibilities Committee of the Association.

ARTICLE 4 TERMINATION AND RECALL PROCEDURES

4-1 General Statement of Policy

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

4-2 Procedure

4-2.1 The Board may, in the first instance, exercise its right and power to reduce the number of teaching staff positions without determining which teacher contracts will be terminated, if any, or what other staffing changes will be made to effectuate the purpose of position elimination.

4-2.2 Prior to commencing action to terminate teacher contracts under this policy, the Board will give due consideration of its ability to effectuate position eliminations and/or reduction in staff by:

1. Voluntary retirements
2. Voluntary resignations

4-2.3 If the position of a teacher who has attained tenure status is eliminated by the Board, such teacher will have the right to be placed in an available position for which he or she is certified and qualified. Available positions shall include those held by non-tenured teachers.

4-2.4 When the Board votes to eliminate a position in a department or subject area, the following criteria shall apply in determining what teaching contracts, if any, will be subject to termination. The criteria shall be applied sequentially and are:

(a) Certification

(b) Total continuing paid teaching experience in the school district. Unpaid leaves of less than one school year shall not be considered an interruption of "total continuing paid teaching experience."

(c) Performance as determined by written summary evaluation.

(d) In the event that the application of the criteria (a) (b) (c) is not sufficient to determine which teacher's contract will be subject to termination, the date of contract signing will be the determining factor.

4-3 Recall Procedure

If the contract of employment of a teacher is terminated because of elimination of teaching positions, the name of that teacher shall be placed on a reappointment list and remain on such list for a period of two (2) years. If a position becomes open during such two (2) year period, teachers shall be recalled in the inverse order of being laid off, provided said teacher is certified and qualified for said position. The teacher will be notified in writing by certified mail, return receipt requested, sent to his/her last known address, at least thirty (30) days prior to the anticipation date of reemployment. In determining whether a teacher is qualified for reappointment, the Board shall consider criteria as set forth in 4-2.4 above. The teacher shall accept or reject the reappointment in writing within ten (10) days of receipt of notice. If the appointment is accepted, the teacher shall receive a written contract of employment within twenty (20) days of receipt of the teacher's reply by the Board. If the teacher rejects the appointment offer or does not respond according to this procedure within ten (10) days, the name of the teacher will be removed from the recall list.

4-4 The provisions of Article 4-1 and 4-2.1 shall not be subject to the grievance procedure as set forth in Article 3.

4-5 This article shall not apply to employees holding durational shortage area permits. These individuals have no contractual right in reference to layoff and/or recall.

ARTICLE 5

PROTECTION OF TEACHERS

5-1.1 Teachers shall report immediately in writing to their principal or immediate supervisor and to the superintendent all cases of assault or legal action suffered by them in connection with their employment.

5-1.2 The Board and the Association recognize that "Protection of Teachers" is provided for in Connecticut General Statutes.

ARTICLE 6

USE OF TEACHER VEHICLES

6-1 Insurance on Vehicles

6-1.1 The Board is protected, under the non-ownership clause of its transportation insurance, against judgment arising from accidents in which a school teacher, using his/her personal vehicle on school business, is involved. The first claim, however, is placed against the owner of the vehicle.

6-2 Mileage reimbursement where authorized by the Board will be at the rate specified by the I.R.S. and adjusted as per date of publication by the I.R.S.

ARTICLE 7

LEAVES

7-1 Personal Illness

7-1.1 Fifteen days of sick leave per year, effective September 1 will be granted to each teacher. Unused sick leave will be accumulated to a maximum of one hundred sixty-five (165) days. If the accumulated sick leave is exceeded, salary deductions thereafter will be at the per diem rate of full salary until employment of the teacher is terminated. Half days which can be covered by administrative staff will not be charged against the teacher. These half days include days where the administrator assigns other teachers to cover classes for the teacher who needs to be absent from the building due to illness. This section only covers occasions in which an emergency situation arises during the workday. No teacher shall be compensated for providing emergency coverage for a colleague. Preparation periods that are missed in compliance with this section are not subject to the grievance process. This leave is not available for scheduling of appointments during the workday, other than those appointments covered under FMLA.

7-1.2 A medical certificate is required for sick leave of any duration if a teacher's absence from duty occurs frequently or habitually and when, in the judgment of the principal, evidence indicates reasonable cause for requiring such a certificate.

7-1.3 The Board agrees that the first thirty (30) school days of any approved leave covered by Workers' Compensation will not be counted as sick leave. A teacher receiving Workers' Compensation pay shall receive a rate of pay equal to the difference between his/her earned salary and Workers' Compensation pay for the first (30) days of the teacher's leave, unless greater coverage is required by law. Beyond the first thirty (30) days of the teacher's leave, except in cases covered by Connecticut General Statutes Section 10-236a, the teacher may use accumulated sick leave up to sixty days (60) on a pro-rated basis to supplement his/her worker's compensation temporary disability benefits so that the teacher receives full pay.

7-1.4 After accumulated sick leave has been exhausted a leave of absence will be granted without pay to the end of the school year for extended illness, injury or disability (including disability arising out of pregnancy) occurring during the summer or within the school year. However, determination should be made by June 15 as to whether the teacher will be able to return to full-duty status the following September or whether a replacement should be hired. In the event of full recovery after a replacement has been hired, the teacher will be given special consideration when there is a vacancy in an equivalent position.

(a) All insurance, retirement, and other teacher benefits shall continue in force for any teacher on leave without pay, provided that the teacher pays all premiums, contributions, and other costs requisite to keep such benefits in force during such period.

7-2 Family Illness

7-2.1 Where the teacher's presence is required, up to three days leave per year, non-cumulative, will be granted by the principal for illness of a teacher's child, spouse, spouse's parent, parent or dependent. Section 7-2.1 also applies to partners in a legally recognized civil union.

7-3 Bereavement

7-3.1 Up to five days leave at any one time, non-cumulative, will be granted by the principal for death in the immediate family - here defined as husband, wife, either spouse's parent or legal guardian, grandparent, grandchild, child, sister, brother, or other relative/dependent living within the teacher's household. Section 7-3.1 also applies to partners in a legally recognized civil union.

7-4 Personal Leave

7-4.1 When arrangements cannot be made by the teacher for a time outside of the regular school day, each teacher is entitled to two (2) days personal business leave per year, non-cumulative, with full pay. Section 7-4.1 also applies to personal affairs involving partners in a legally recognized civil union that cannot be conducted outside of the regular school day.

7-4.2 In the case of religious holidays, up to three (3) days per year may be granted with no resulting loss in personal days.

7-4.3 Notification of personal or religious leave must be made in writing at least five (5) school days in advance, except in emergencies which prevent such advance notice.

7-5 Sabbatical Leave

7-5.1 Desiring to reward professional performance and encourage independent research and achievement, the Board hereby initiates the policy of sabbatical leave for teachers for approved scholarly programs whether or not carried on in an academic institution, subject to the following conditions. It is understood that the granting of sabbatical leaves is within the discretion of the Board of Education.

(a) Not more than one teacher in the Canaan elementary school shall be absent on sabbatical leave at any one time.

(b) Request for sabbatical leave must be received by the superintendent in writing in such form as may be required by the Board no later than December 31 of the year preceding the school year for which the sabbatical leave is requested. The board shall reply within a thirty (30) day period.

(c) The teacher has completed at least seven consecutive full school years of service in the school district.

(d) Salary paid to a teacher on sabbatical leave shall be paid at the rate of three-fourths (3/4) of his/her basic salary which would have been in effect had he/she remained in the system, proportionate with the length of the leave.

(e) The teacher shall agree to return to employment in the Canaan Public Schools for one full year for each one-half year's leave. Upon such return the teacher shall be placed on the appropriate step in the salary schedule as though such teacher had not been on leave.

(f) Basic Salary paid teachers on sabbatical leave will be advanced upon a personal note, repayable within two years from completion of the agreed study period if the individual fails to return for the required one or two years. The note which the teacher shall execute shall include the obligation to pay the Board's reasonable attorneys fees in the event the teacher fails to return from sabbatical leave or leaves the Board's employ prior to the expiration of the required one or two year period. Such note shall be reduced on a pro rata basis and shall be automatically canceled upon completion of the agreed term of post-study employment or upon permanent disability or death of the teacher. For example, ten (10) percent of a one-year obligation or five (5) percent of a two-year obligation will be canceled upon completion of each month of return service.

7-6 Jury Duty

7-6.1 If the teacher called for jury duty cannot be excused from such duty on his/her own request or the request of the principal or superintendent of schools, he/she shall receive leave for jury duty.

7-6.2 The teacher shall notify the principal upon receipt of a summons to jury duty.

7-6.3 The teacher receiving leave for jury duty shall receive a rate of pay equal to the difference between his/her earned salary and jury fee.

7-7 Special Leave Request

7-7.1 Leaves not covered by the preceding sections may be granted by the Board of Education, without pay and without establishing precedents for similar requests, upon timely application from the teacher.

7-8 Maternity

7-8.1 An employee who is pregnant shall receive a leave of absence for the reasonable period of physical disability due to childbirth. Such leave shall be treated the same as any other short-term disability, and shall be with pay to the extent of accumulated sick leave. Except in the case of medical difficulties, sick leave is not normally expected to continue for more than six (6) weeks after delivery. Upon her return the teacher shall be assigned to her former position.

7-8.2 Forms signed by the teacher's physician, indicating commencement and termination of temporary disability due to pregnancy, will be supplied by the superintendent's office.

7-9 Parenting Leave

7-9.1 Any tenured teacher in the bargaining unit shall be eligible, upon written request to, and approval of, the Superintendent, which approval will not be unreasonably withheld, for an extended leave for the purpose of parenting. Such leave shall be without pay and fringe benefits and for a period of time of not less than one (1) semester or more than two (2) school years from the date of the beginning of said leave. Any such leave must begin within six (6) years of the birth or adoption of the child for whom the leave is taken. Any parenting leave must be followed by a term of active continuous employment of a least one (1) school year before such leave can be taken again. Teachers on parenting leave must notify the Superintendent of their intention to return to work on or before March 15th of the leave year or the position will be considered vacant, and will be filled in accordance with Article 14-2. Section 7-9.1 also applies to parenting leave matters involving partners in a legally recognized civil union.

7-9.2 A teacher on such leave shall, if reinstated, be reinstated on the first day of school in the subsequent school year, or as otherwise determined by the Superintendent with Board approval.

7-9.3 No benefits (including seniority) shall accrue while any teacher is on said leave but all benefits existing on the commencement of leave shall be restored upon reinstatement. Any such reinstated teacher whose leave exceeded one semester shall be placed on the step of the salary schedule he or she occupied during the last school year worked by the teacher. Any such reinstated teacher whose leave did not exceed one semester, shall be placed on the salary schedule one step higher than that he or she occupied during the last school year worked (unless said leave and said reinstatement occurs in the same school year).

7-9.4 At the end of such leave, the teacher shall be reinstated to a position equivalent to that held at the time the said leave began if such a position exists.

7-9.5 Except in emergency situations, a request for such leave shall be made at least sixty (60) days prior to its commencement unless, in the case of an adoption, a teacher receives knowledge of the effective adoption date less than sixty (60) days prior to commencement of leave, in which case such request shall be made upon receipt of such knowledge.

7-9.6 Where both parents are covered by this Agreement, they shall not be eligible for such leave at the same time.

7-9.7 No teacher shall be eligible for more than one such leave per child.

7-9.8 Any such teacher may continue to participate in the group medical insurance plans at his or her own expense during the period of such leave.

7-10 Consultant's Leave

7-10.1 Each teacher will, with permission from his/her principal, director of pupil services, and/or superintendent, be allowed two (2) days without loss of pay for the purpose of acting as a consultant within his/her particular area of expertise. The teacher may choose to take these days with or without pay. If the teacher elects to take the day with pay, all consultation fees shall be signed over to the board.

7-11 Sick Leave Bank

7-11.1 Each teacher shall be permitted to contribute three (3) days from his/her sick leave accumulation reserve each school year to a "Sick Leave Bank" which shall be established to aid teachers who suffer prolonged illness and whose sick leave accumulation has been exhausted. The bank shall be built up to a maximum of one hundred and fifty (150) days.

7-11.2 A teacher may be permitted, on written application, to draw up to thirty (30) days against the sick leave bank after his/her own accumulated sick leave has been exhausted.

7-11.3 The following conditions shall apply:

- (a) Additions to the bank shall be made at the beginning of each school year.
- (b) A person withdrawing from membership in the bank will not be permitted to withdraw the contribution days.
- (c) Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member to the bank.

(d) Sick leave shall mean the leave the teacher has for that year plus his/her accumulation.

(e) An Elementary School Bank will be administered by a Committee of four (4), two of whom shall be appointed by the Association and two by appointment of the Superintendent.

ARTICLE 8 SCHOOL DAY AND YEAR

8-1 Each teacher of an Elementary School will be on duty before and/or after school for a total of forty-five (45) minutes daily to plan and carry out individual professional responsibilities. Exceptions may be approved by the principal.

8-2 Should the length of the teachers' work day be increased, teachers shall be compensated at the hourly rate of 1/1295 of their annual salary.

8-3 If a teacher's work year is extended by the Board beyond 185 days, additional compensation for any such days shall be at the rate of 1/185 of the teacher's salary. If a teacher's work year is reduced by the Board to less than 185 days, the compensation for any affected teacher shall be reduced by 1/185th for each day that the work year is reduced.

ARTICLE 9 LUNCH PERIODS

9-1 Teachers shall have a duty-free lunch period of not less than twenty minutes.

ARTICLE 10 CLASS SIZE AND TEACHER LOAD

Elementary School

10-1 Optimum class size for kindergarten and first grade will be eighteen (18) to twenty-two (22) pupils, and for other grades twenty (20) to twenty-five (25). The Board will give consideration to splitting classes when enrollment begins to move appreciably beyond these optimum sizes.

10-2 All teachers shall have an average of one (1) preparation and planning period per day equal in length to the amount of time allotted for specialist instruction in art, music, and physical education, computer and library, as long as these special instruction classes are offered.

ARTICLE 11
MEETINGS

11-1 A schedule of local faculty meetings will be developed in September of each school year. These will be arranged for a given day of the week. They will generally be held monthly and not more frequently than twice monthly. A predetermined time for beginning and ending such meetings will be established. General information items not requiring discussion will be distributed via faculty bulletins.

ARTICLE 12
BOARD DETERMINATION OF PAY INCREASE STATUS

12-1 The Board reserves the right to withhold a pay increase in cases where service is deemed less than satisfactory. A decision to withhold such increase will be made by the Superintendent and shall be communicated to the teacher no later than April 1. Said action shall be based upon written evidence presented by the superintendent to the teacher and the principal. This evidence shall indicate that attempts have been made by supervisory and administrative personnel to aid the teacher in correcting the reported inadequacies. These efforts to help the teacher must have been made during the period commencing April 1 of the previous school year and ending March of the current school year. After one year of satisfactory service as determined by the evaluation plan, the teacher will be placed on the step of the salary schedule appropriate with his/her education and length of service.

ARTICLE 13
JUST CAUSE

13-1 No teacher shall be demoted, disciplined, or reduced in pay or benefits without just cause.

13-2 This article shall not apply to the non-reappointment of a teacher solely holding a durational shortage area permit.

ARTICLE 14
ASSIGNMENT AND TRANSFER

14-1 Assignment of teachers to schools, grades or subject areas is the responsibility of the school administrators. When change of assignment is contemplated by the administration, the principal or superintendent will discuss the advantages and disadvantages of the move with the teacher or teachers involved prior to making the move. When a teacher desires a change of position within the school, the teacher will apply in writing to the superintendent and principal stating the reasons. If the change is not granted, a letter from the superintendent or principal will be sent to the teacher explaining the reason(s) for not granting the change of position.

14-2 Vacancies in certified positions in the Canaan elementary schools caused by retirement, resignation, death or termination, or newly created positions shall be posted. A copy of the posting notice shall be sent to the president of the Association at his/her home address. During the school year the notice will be posted for at least ten (10) days prior to the deadline for submitting applications. During the summer recess, notice to the president of the Association shall constitute posting.

ARTICLE 15 PROFESSIONAL GROWTH

15-1 Every teacher recognizes a responsibility for continuous effort to keep abreast of new or developing activities within his/her own field or within the cultural context in which our school functions. Varying ways of meeting this responsibility are set forth in 15-1.1.

15-1.1 A variety of planned, Board sponsored activities will be set up in cooperation with the Professional Growth Committee. The variety may be broad or narrow, depending upon the needs of the school. These may include subject or grade level study groups, curriculum committees, classes within the adult education program, local school study groups, university courses, approved individual work or independent study single session meetings, demonstrations or workshops, and trips or visits within or outside of the Region.

15-1.2 Reimbursement for approved out-of-Region visits or trips will be in full with mileage reimbursement at the rate specified by the I.R.S. and adjusted as per date of publication by the I.R.S.

15-2 Assigned summer or vacation paid duties excepting summer school teaching.

15-2.1 When it is specifically in the interest of the educational program to have an individual teacher do special work or take special training at Board expense, such assignment will be initiated by the superintendent of schools and paid at the rate of thirty two (\$32) dollars per hour. No teacher can be required to accept such summer or vacation assignment even though compensation is offered. Any such assignment acceptable to a teacher must have Board approval.

15-3 Leave for Professional Purposes

15-3.1 Out-of-district visits or professional meetings may be initiated by the teacher or the administration. One (1) day trips must be approved by the principal. Trips of two (2) or more days must have prior approval by the superintendent, and programs of three (3) or more days' duration must have approval by the Board of Education as well.

15-3.2 Reimbursement for the costs of leave for professional purposes will be at the rate of one hundred (100) percent of the total cost submitted by the teacher unless the teacher elects to incur the expenses.

ARTICLE 16
BOARD OF EDUCATION FUNCTIONS

16-1 The Board retains all rights as prescribed by law subject to only to the limitations imposed by the language of this Agreement.

ARTICLE 17
PERFORMANCE

17-1 It is understood and agreed that teachers shall continue to serve under the direction of the Superintendent of Schools and in accordance with Board and administrative policies, rules, and regulations, provided that the language of the Agreement shall supersede and prevail over any conflicting provisions.

ARTICLE 18
SEVERANCE

18-1 Severance Allowance

18-1.1 Except in the case where a teacher is terminated for cause the Board agrees to pay a severance allowance of fifteen percent (15%) of the teacher's basic salary provided that the teacher has spent at least twenty (20) years in the district. Teachers must notify the Superintendent prior to February 1st of the year they intend to retire.

18-1.2 In the event of the teacher's death prior to retirement, the allowance will be paid to (1) the surviving spouse or (2) other designated beneficiaries.

ARTICLE 19
SALARY CHECKS AND DEDUCTIONS

19-1 The Board will determine the intervals for salary payments, taking into account the requirements imposed by its fiscal year and the workload of its secretary or clerk. Requests for change of interval or date of payment will be considered only if presented in writing and based upon a recorded vote of two-thirds of the teaching staff. The Board agrees to provide direct deposit at the employee's bank of choice.

19-2 In the event a teacher leaves the employ of the Board before the end of the school year, a salary adjustment would be computed at the per diem rate of earned salary.

19-3 A teacher may, on written request, have deductions made from his/her salary for any of the approved list set forth on Appendix C.

19-4 Service Fee

19-4.1 Conditions of Employment. All teachers employed by the Board shall, as a condition of employment, join the Association or pay a service fee to the Association. Said service fee shall be not greater than the amount uniformly required of members of the Association which represents the costs of collective bargaining, contract administration and grievance adjustment.

19-4.2 Deductions. The Board agrees to deduct from each teacher an amount equal to the Association membership dues or service fee by means of payroll deduction. Association membership dues or service fee will be deducted in twenty (20) equal installments beginning with the first paycheck in September. The amount of Association membership dues and service fee shall be certified by the Association to the Board prior to the opening of school each year.

19-4.3 Subsequent Employment. 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.

19-4.4 Forwarding of Monies. The Board agrees to forward to the Association each month a check for the full amount of money deducted during that month. The Board shall include with such check a list of teachers from whom said deductions were made.

19-4.5 Save Harmless. The Association agrees to indemnify, defend and hold the Board harmless against all liability, fees and costs which may arise by reason of any action taken by the Board in compliance with the provisions of this section. The Association is free to hire counsel of its choice.

19-4.6 The singular reference to the Association herein shall be interpreted as referring to the Lee H. Kellogg Faculty Association, the Connecticut Education Association, the Northwest Connecticut Education Association and the National Education Association.

ARTICLE 20 FORMS AND DEFINITIONS

20-1 Prior to the end of the school year, each teacher shall receive notice of his/her placement on the salary schedule for the following year based upon information in the file at that time.

20-2 The term "per diem rate" as used in this Agreement shall mean the teacher's salary divided by the number of days in that teacher's contracted school year.

20-3 The term "teacher's salary" as used in this Agreement is specified as follows:

20-3.1 Basic salary refers to the salary specified in Appendix A.

20-3.2 Full salary refers to the "basic salary" plus monies paid under Appendix B.

20-3.3 Earned salary refers to either "basic" or "full" accrued salary, to depend upon whether the duties under Appendix B have been performed.

ARTICLE 21
PLACEMENT ON SALARY SCHEDULE

21-1 New teachers will be placed on the salary schedule in accordance with their training and prior experience as outlined below:

21-1.1 New teachers will be placed on the salary schedule at or above BA Step 1. Up to full salary credit for prior experience may be granted according to the current salary schedule after evaluation by the superintendent in conference with the candidate. No teacher will be placed higher on the salary schedule than previous experience would warrant.

21-1.2 Equivalency of prior relevant non-teaching experience may be worked out by a candidate and the superintendent subject to approval of the employing Board of Education.

21-1.3 Evaluation of previous experience and the granting of less than full service credit may be in order when there has been an absence from teaching service for more than five years; when prior service was under other than public school auspices; or when a retired teacher is returning for temporary service. Such evaluation will be done by the superintendent in conference with the candidate and will be embodied in the superintendent's recommendation to the Board.

21-2 Up to two years' salary credit will be granted for full time, active military service or for active Peace Corps service on a year for year basis.

21-3 The following definitions will apply to training status:

21-3.1 Bachelor - a baccalaureate degree earned at an accredited college or university.

21-3.2 Master - a master's degree earned at an accredited college or university.

(a) or a full year of study within an approved doctoral program (as the preparing institution defines the equivalent of a full year of study but not less than twenty-four (24) credit hours of study);

(b) or a planned program, in writing, and approved by the superintendent or the university advisor at accredited institutions, which shall consist of at least thirty (30) semester hours' credit beyond the bachelor's degree; or for all teachers obtaining Provisional Certification prior to September 1, 1975, thirty (30) semester hours' credit beyond the bachelor's degree.

21-3.3 Sixth Year - the sixth year may be evidenced by a Professional Diploma or Certificate awarded by an approved institution within a two-year post master's program

(a) or a second one-year master's degree which is relevant to the teaching assignment;

- (b) or the sixth year may be a year's study (as the preparing institution defines the equivalent of a full year of study) taken within an approved doctoral program in which an individual who has completed the master's degree is fully matriculated.

21-3.4 Teachers presently employed on the sixth year schedule will retain their position on such schedule. Teachers covered by this contract who have earned doctorate degrees shall be placed on the appropriate step of the Doctorate Schedule.

21-3.5 Changes in degree status will occur in September or February. Teachers who anticipate changes in degree status must notify the school administrator by February 1st of the preceding year and must declare whether the change will take place in September or February. In order to obtain the degree change, such teachers must provide the school administrator with an official transcript or official department letter recognizing completion of degree requirements verifying the degree status before August 31 for a September change and before January 31 for a February change. Degree status change will not take place without the submission of such verification and the late submission of such verification will cause the degree change to take place at the next change time. That is, a late September submission would become effective the following February.

ARTICLE 22 INSURANCE

22-1 Health Insurance

22-1.1 Each teacher who is eligible for individual, two person or family coverage under the health insurance plans described below may elect to be covered by executing and returning to the Board between June 1 and June 20 of each year, the form attached to this Agreement as Appendix E. Attached to this agreement, as Appendix F, for informational purposes only, is an insurance matrix summary of the medical insurance benefits.

22-1.2 All teachers shall be eligible to participate in one of the following two health insurance plans (A) or (B):

A. Anthem Blue Cross/Blue Shield of CT Preferred Provider Plan

- (i) Managed Care program.
- (ii) Co-payments and deductibles as described in the insurance summary attached to this Agreement including the following specific co-payment feature - \$20.00 home and office visit co-payment for in-network providers.

- (iii) Anthem Blue Cross/Blue Shield Rx Drug Rider: Public Sector – 3 Tier Formulary Plan. Physician override is available for brand name and non-preferred drugs.
 - 2007-2008 Co-pay levels - \$5/ \$15 / \$25 (2x mail order)
 - 2008-2009 Co-pay levels - \$5/ \$20 / \$35 (2x mail order)
 - 2009-2010 Co-pay levels - \$5/ \$20 / \$35 (2x mail order)
 - 2010-2011 Co-pay levels - \$5/ \$20 / \$35 (2x mail order)

- (iv) The following premium cost sharing arrangement shall be in effect for the Anthem Blue Cross/Blue Shield of CT Preferred Provider Plan
 - 2007-2008 Teachers shall pay thirteen percent (13%) of the premium cost for the PPO.
 - 2008-2009 Teachers shall pay fourteen percent (14%) of the premium cost for the PPO.
 - 2009-2010 Teachers shall pay fifteen percent (15%) of the premium cost for the PPO.
 - 2010-2011 Teachers shall pay sixteen percent (16%) of the premium cost for the PPO.

B. Anthem Blue Cross/ Blue Shield of CT High Deductible Health Plan (HDHP) with Health Savings Account

Effective 7/1/08 the Board shall offer a High Deductible Health Plan with Health Savings Account as an insurance option for teachers. The HDHP will have the following components:

- (i) Annual deductibles of \$1,500 / \$3,000
- (ii) 100% in-network co-insurance; 80%/20% out of network co-insurance
- (iii) Out of pocket maximums of \$1,500/\$3,000 in-network, \$3,000/\$6,000 out of network
- (iv) Preventive care rider
- (v) Prescriptions included in above deductibles. Once deductibles are met, purchases would be subject to co-insurance listed above.

- (vi) The following premium cost sharing arrangement shall be in effect for the Anthem Blue Cross/ Blue Shield of CT High Deductible Health Plan (HDHP)
 - 2008-2009 Teachers shall pay eight percent (8%) of the premium cost for the HDHP.
 - 2009-2010 Teachers shall pay nine percent (9%) of the premium cost for the HDHP.

2010-2011 Teachers shall pay ten percent (10%) of the premium cost for the HDHP.

- (vii) The Board will contribute into a Health Savings Account (HSA) for each employee selecting the HDHP plan at a level equal to 50% of the applicable deductible amount (\$750 for single and \$1,500 for two person and family). The Board's contributions will be deposited into HSA accounts throughout the course of the work year, on the Board's payroll dates. The Board shall have no obligation to fund any portion of the HSA deductible amount for retired teachers or other individuals upon their separation from employment.

22-1.3 For any teacher who is eligible for health insurance, and who chooses not to receive any coverage, the Board will pay two thousand (\$2,000) dollars to such teacher. Teachers who opt for this buy-back provision shall inform the Board by June 1 of each school year. In cases of emergency, a teacher may re-enter the health insurance plan, prior to the end of the school year. Upon any type of re-entry into the health insurance plan, all pre-existing conditions clauses shall be waived.

22-2 All teachers shall be eligible to participate in the following dental insurance plan:

A Flex Dental plan covering 100/80/50 without deductibles with annual benefit capped at \$1,000.00/member. Premium cost sharing for this plan shall be the same as the Preferred Provider Plan (13%/14%/15%/16%)

22-2 The Canaan Board of Education shall continue to maintain a Section 125 pre-tax wage deduction plan in accordance with applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions allow for such a plan. Said plan will be designated to permit exclusion from taxable income of the employees' share of health insurance premiums, allowable medical expenses and dependent care pursuant to IRS regulations for those employees who complete and sign the appropriate wage deduction form. The Canaan Board of Education shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of the employee insurance premium contributions, allowable medical expenses and dependent care. Neither the Association nor any employee covered by this Agreement shall make any claim or demands nor maintain any action against the school district or any of its members or agents for taxes, penalties, interests or other, costs or loss arising from the use of the wage deduction form or from a change in law that may reduce or eliminate the employee tax benefits to be derived from this plan. Further, the parties agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining agreement and the carriers' insurance plan.

22-3 Life Insurance:

22-3.1 The Board shall provide a \$50,000 term life insurance policy for the individual, 100% paid by the Board.

22-4 The Board may substitute any insurance carrier for any insurance carrier specifically named in this Agreement so long as the new insurance coverage provides an overall level of benefits that remains substantially equivalent to or better than the current insurance coverage. The “substantially equivalent to or better than” standard shall be applied on program-wide analysis, including the network, and shall not be benefit specific.

At least sixty (60) days prior to changing insurance carriers, the Board or its designee shall notify the Association in writing. Upon request, the parties shall meet to discuss the proposed change. Should the Association and the Board disagree that the changes proposed would provide substantially equivalent coverage, when viewed in total, the disagreement shall be subject to impartial arbitration before a mutually agreeable member of the American Arbitration Association. The Board will not change to the new insurance carrier until the Arbitrator’s decision has been issued in writing.

ARTICLE 23
SUBSTITUTES

23-1 This article will not pertain to emergency situations which arise during the school day or to days or half days for which a substitute is paid.

23-2 Elementary: In the event that a teacher is required to cover a class or portion of a class for a teacher who is absent for an entire day, said teacher will be compensated at a rate proportional to the amount of time spent in substitution, based on a substitute teacher's daily rate of pay.

ARTICLE 24
TUITION REIMBURSEMENT

24-1 Teachers who successfully complete graduate level courses in a program of courses approved by the superintendent of schools shall be reimbursed at a rate equal to fifty percent (50%) of the cost of a credit hour at the Connecticut State University up to a maximum of six (6) credit hours annually.

24-2 Reimbursement shall be made within thirty (30) days of the date that the teacher submits to the Superintendent the college receipt for the payment together with written evidence from the college that the teacher has satisfactorily completed the course, with a grade of “B” or better.

24-3 To be eligible for reimbursement, the teacher must have prior approval of such graduate level courses from the Superintendent or his/her designee.

24-4 Decisions of the Superintendent to approve or disapprove course reimbursement shall not be subject to the grievance procedure set forth in Article 3 of this Agreement.

ARTICLE 25
EXTRA DUTY POSITIONS

The following provisions shall apply to all items found in Appendix B.

All extra duty assignment vacancies will initially be posted for ten (10) days.

Positions in these programs shall be filled from within our own school, when qualified personnel are available.

All monetary consideration granted for extra duty assignments shall be listed in Appendix B.

Any newly created extra school programs will be posted and filled by the Superintendent of Schools or his designee at his/her discretion.

ARTICLE 26
DURATION

26-1 The provisions of this agreement shall be effective as of July 1, 2007 and shall remain in full force and effect and shall bind and inure to the benefits of the parties hereto and their successors, to and including June 30, 2011.

IN WITNESS HERETO, each of the parties hereunto has caused these presents to be executed by its proper officer, hereunto duly authorized, and its seal affixed hereto as of the date and year first above written.

LEE H. KELLOGG FACULTY ASSOCIATION CANAAN BOARD OF EDUCATION

By _____ By _____

Its _____ Its _____

Hereunto duly authorized Hereunto duly authorized

Date __/__/__ Date __/__/__

APPENDIX A-1

2007 - 2008

SALARY SCHEDULE

STEP	BA	MA	6 TH	DOCTORATE
1	34,344	37,682	38,864	42,016
2	35,632	39,378	40,808	44,116
3	36,968	41,151	42,848	46,323
4	38,355	43,102	44,991	48,638
5	39,792	45,257	47,264	51,070
6	41,285	47,518	49,602	53,880
7	42,833	49,895	52,082	56,843
8	44,546	52,390	55,467	59,969
9	46,328	55,009	59,072	63,267
10	48,343	57,575	61,615	65,716
11	51,435	60,942	65,156	69,198
12	54,238	63,883	68,185	72,196
13	59,531	69,314	73,703	77,683

2007-2008 work year: all teachers below Step 13 are to advance one step according to the collective bargaining agreement.

APPENDIX A-2

2008 - 2009

SALARY SCHEDULE

STEP	BA	MA	6 TH	DOCTORATE
1	35,443	38,888	40,108	43,361
2	36,772	40,638	42,114	45,528
3	38,151	42,468	44,219	47,805
4	39,582	44,481	46,430	50,195
5	41,066	46,705	48,776	52,704
6	42,606	49,039	51,190	55,604
7	44,204	51,492	53,749	58,662
8	45,972	54,066	57,242	61,888
9	47,811	56,770	60,963	65,291
10	49,890	59,417	63,587	67,819
11	53,081	62,892	67,241	71,412
12	55,974	65,927	70,367	74,506
13	61,436	71,532	76,061	80,169

2008-2009 work year: all teachers below Step 13 are to advance one step according to the collective bargaining agreement.

APPENDIX A-3

2009 – 2010

SALARY SCHEDULE

STEP	BA	MA	6 TH	DOCTORATE
1	36,577	40,132	41,391	44,748
2	37,949	41,939	43,461	46,985
3	39,372	43,827	45,634	49,335
4	40,849	45,904	47,916	51,801
5	42,380	48,200	50,337	54,391
6	43,970	50,608	52,828	57,384
7	45,618	53,139	55,469	60,539
8	47,443	55,796	59,074	63,868
9	49,341	58,586	62,914	67,380
10	51,487	61,319	65,622	69,990
11	54,779	64,904	69,393	73,697
12	57,765	68,037	72,618	76,891
13	63,402	73,821	78,495	82,735

2009-2010 work year: all teachers below Step 13 are to advance one step according to the collective bargaining agreement.

APPENDIX A-4

2010 - 2011

SALARY SCHEDULE

STEP	BA	MA	6 TH	DOCTORATE
1	37,748	41,417	42,716	46,180
2	39,163	43,281	44,852	48,488
3	40,632	45,229	47,095	50,914
4	42,156	47,373	49,449	53,459
5	43,736	49,742	51,948	56,131
6	45,377	52,228	54,518	59,220
7	47,078	54,840	57,244	62,476
8	48,961	57,582	60,964	65,912
9	50,920	60,461	64,927	69,537
10	53,135	63,281	67,722	72,229
11	56,532	66,981	71,614	76,056
12	59,613	70,214	74,942	79,351
13	65,431	76,183	81,007	85,382

2010-2011 work year: all teachers below Step 13 are to advance one step according to the collective bargaining agreement.

APPENDIX B

ELEMENTARY SCHOOL
EXTRA PAY FOR EXTRA DUTY

1. Coaches shall be paid by the sports season as follows:

	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
Soccer	\$1,407	\$1,452	\$1,498	\$1,546
Basketball	\$1,924	\$1,985	\$2,049	\$2,114
Baseball & Softball	\$1,407	\$1,452	\$1,498	\$1,546

2. The following additional positions shall be paid in accordance with the schedule outlined below:

	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
Yearbook Advisor	\$672	\$693	\$716	\$738
Student Council Advisor	\$672	\$693	\$716	\$738
8th Grade Trip Advisor	\$672	\$693	\$716	\$738
Outdoor Education Field Trip Advisor	\$672	\$693	\$716	\$738
Regional Band and Chorus Coordinator	\$269	\$278	\$287	\$296
Quiz Bowl Advisor	\$217	\$224	\$231	\$239

3. BEST Mentors – Mentors are expected to work with new teachers in the BEST program for two consecutive years. The Association and the Board recognize that in unusual circumstances the mentor may not be required or asked to work with the new teacher for a second consecutive year. For this reason, BEST Mentors will receive an annual stipend per mentee at the completion of each year of service. The stipend will be \$206 in 2008, \$213 in 2009, \$220 in 2010 and \$227 in 2011.
4. Directors of other non-sports activities, including Club 315, approved by the principal and school board not listed above will be paid at the rate of:

<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
\$24.10	\$24.87	\$25.66	\$26.49

5. Certified personnel within the local school will be given first consideration for all extra pay for extra duty positions.*

* No new paying programs under Extra Pay for Extra Duty may be instituted without prior local Board of Education approval.

APPENDIX C
2007 - 2011

SALARY DEDUCTIONS

A staff member may, on written request, have deductions made from his/her salary for any of the approved list below:

Teachers' Retirement Fund (pension);
Washington National Insurance (income participation);
Northwest Connecticut Education Association (professional dues);
Connecticut Education Association (professional dues);
National Education Association (professional dues);
Bristol Teachers' Credit Union; and
Service Fee

Agreed upon institution for Health Savings Accounts

CANAAN TAX-SHELTERED ANNUITIES

Safeco Insurance
Washington National
I.D.S. - American Express
Crown Life Disability Protection Plan

APPENDIX D

Type or Print

Form 1

FORMAL GRIEVANCE PRESENTATION

(to be completed by aggrieved person)

Aggrieved Person: _____ Date of Formal Presentation: _____

Home Address of Aggrieved Person: _____

School: _____ Level of Grievance (check applicable level)
 One Two Three Four

STATEMENT OF GRIEVANCE:

ACTION REQUESTED:

(signature of aggrieved) (date)

One _____

Two _____

Three _____

Four _____

(signature and formal date of grievance at the applicable level)

APPENDIX D

Type or Print

Form 2

DECISION OF PRINCIPAL

(To be completed by the Principal or other appropriate administrator within 5 days of formal grievance presentation.)

Aggrieved Person: _____ Date of Formal Grievance: _____

School: _____ Principal (or other Administrator): _____

DECISION OF PRINCIPAL:

Date of Decision _____

(signature of Principal)

AGGRIEVED PERSON'S RESPONSE: (to be completed by aggrieved within 3 days of decision)

- I accept the above decision and a grievance no longer exists.
- I hereby appeal to the Superintendent of Schools for a review of this grievance.

Date of Response: _____

(signature of aggrieved)

APPENDIX D

Type or Print

Form 3

DECISION OF SUPERINTENDENT

(To be completed by the Superintendent of Schools or his designate within 3 days after hearing with aggrieved or his/her representative. Hearing to be held within 10 days after receipt of appeal.)

Aggrieved
Person: _____

Date of Formal
Grievance Presentation: _____

Date Hearing Held
by Superintendent: _____

DECISION OF SUPERINTENDENT:

Date of
Decision _____
(signature of Superintendent)

AGGRIEVED PERSON'S RESPONSE: (to be completed by aggrieved within 3 days of decision)

- I accept the above decision and a grievance no longer exists.
- I hereby appeal to the Board of Education for a review of this grievance.

Date of
Response: _____
(signature of aggrieved)

APPENDIX D

Type or Print

Form 4

REVIEW BY BOARD OF EDUCATION

Aggrieved
Person: _____

Date of Formal
Grievance Presentation: _____

Date: _____

(signature of aggrieved)

BOARD RESPONSE:

(To be completed by Board of Education within 30 days after Board hearing with aggrieved or his/her representative. Board hearing to be held within 10 days after receipt of appeal.)

Date Appeal Received
by Board of Education: _____

Date Hearing Held by
Board of Education: _____

DECISION OF BOARD OF EDUCATION AND THE REASONS THEREFORE:

Date _____

(authorized signature for the Board)

AGGRIEVED PERSON'S RESPONSE: (to be completed by aggrieved within 3 days of decision)

- I accept the above decision and a grievance no longer exists.
- I hereby refer the above decision to the president of the Association and request that this grievance be submitted to arbitration.

Date of
Response: _____

(signature of aggrieved)

APPENDIX D

Type or Print

Form 5

DETERMINATION REGARDING ARBITRATION

(To be completed by Association President and PR&R Committee Chairman within 5 days of receipt of request from aggrieved that grievance be submitted to arbitration.)

Aggrieved Person: _____ Date of Formal Grievance Presentation: _____

Association President: _____ Date Request for Arbitration Received: _____

DETERMINATION BY ASSOCIATION:

- The Association, through its PR&R Committee, has determined that this grievance is not meritorious and/or that submitting it to arbitration is not in the best interests of the school system. The grievance therefore is closed.
- The Association, through its PR&R Committee, has determined that this grievance is meritorious and that submitting it to arbitration is in the best interests of the school system. The grievance therefore is hereby submitted to arbitration.

REASONS THEREFOR:

Date of Determination: _____
_____ (signature of PR&R chairman)

_____ (signature of Association President)

DESIGNATION OF ARBITRATOR: (To be completed by Board Chairman and Association President)

The parties have agreed upon and selected _____ as arbitrator to whom the (name appended grievance is here by submitted. (name of arbitrator)

Date of Designation: _____
_____ (signature of Association President)

APPENDIX E
HEALTH INSURANCE ELECTION FORM

For the past year from July 1, ____ to June 30, ____, I had the following health insurance coverage pursuant to Article 22 of the Agreement between the _____ Board of Education (the "Board") and the _____ Association:

- individual
- individual and spouse
- family
- no coverage

Pursuant to Article 22 of the Agreement, I elect the following insurance coverage for the coming year from July 1, ____ to June 30, ____:

PLAN

Health insurance plan _____ as described in Article 22

No Coverage

COVERAGE

- individual
- individual and spouse
- family
- no coverage

Date:

(Print Name of Teacher)

(Signature)

APPENDIX F

INSERT MATRIX OF BENEFITS FOR BOTH PPO AND HDHP PLANS

This is only a general description of benefits. A complete list of benefits and exclusions is contained in Subscriber Agreements and Master Group Policies on file with each organization.

Side Letter

The Canaan Board of Education (“Board”) and the Lee H. Kellogg Faculty Association (“Association”) hereby enter into a side letter agreement regarding the length of the work year for the Technology Coordinator.

The Board and the Association acknowledge that Article 8 of the parties’ 2007-2011 collective bargaining agreement provides for a 185 day work year for all teachers.

Nevertheless, the Board and the Association hereby agree that for the life of the 2007-2011 collective bargaining agreement, the position of Technology Coordinator will include two additional work days for a total of 187 work days.

The Board and the Association further agree that the scheduling of the two additional work days each year will be determined by mutual agreement of the teacher and the building principal. Final scheduling arrangements for the two additional days must occur prior to May 15th of each work year.

The Board and the Association also agree that the Technology Coordinator will receive per diem compensation for the two additional work days. Any additional work performed by the Technology Coordinator at the request of the building principal beyond the 2 additional days described above shall be compensated on an hourly basis, in accordance with Article 15, Section 2 of the 2007-2011 collective bargaining agreement.

For the Canaan Board of Education

Date: _____

For the Lee H. Kellogg Center Faculty Association

Date: _____

Side Letter

The Canaan Board of Education (“Board”) and the Lee H. Kellogg Faculty Association (“Association”) agree to work together to complete an effective education plan for the implementation of the High Deductible Health Plan (with Health Savings Account) described in Article 22 of the 2007-2011 Collective Bargaining Agreement.

To accomplish the above two goals, the Association and the Board agree to the following:

1. Participate in a health insurance committee, which will be comprised of two Board members, two members of the Association and the Superintendent or her designee, who will chair this committee. The Association’s spokesperson, Robert Namnoum, and one or more KONA HR representative(s), the Board’s insurance consultant, may participate in any meetings convened by this committee.

2. The health insurance committee will convene at least one meeting before March 15, 2008, and shall issue a report to the Board and the Association, by April 15, 2008, regarding issues relevant to the implementation of the HDHP, including, but not limited to, the following:
 - (i) choice of financial institution for health savings accounts;
 - (ii) open enrollment periods for current employees;
 - (iii) insurance enrollment for employees hired during the contract work year;
 - (iv) communication regarding HDHP plan features and Health Savings Account issues; and
 - (v) presentations during open enrollment period.

3. The Association agrees that if a teacher enrolls in an HDHP with HSA for a six month period or less, the teacher is precluded from subsequently enrolling in the PPO plan for the remainder of the contract work year, or for the next plan year

For the Canaan Board of Education

Date: _____

For the Lee H. Kellogg Center Faculty Association

Date: _____