

- a. Areas of competence indicated by certification, the individual's grade level or departmental assignment and experience.
 - b. Skills in the areas where the district has instructional needs.
 - c. Quality of performance. In determining the professional competency or efficiency of a tenured or non-tenured teacher, consideration will be given to regular and special evaluation reports prepared in accordance with the Board's regular policy on evaluation of professional staff.
 - d. If all above factors are reasonably equal, seniority will become the determining factor for retention.
4. No new teacher shall be employed before teachers on the recall list, who hold DSAPs or are certified and qualified, are reemployed, or have declined a position. No holder of a DSAP shall be employed or reappointed before teachers on the recall lists who are certified and qualified are reemployed or have declined a position.

Seniority is defined as the length of contracted employment in the district, beginning on the date the employee first reported to work and excluding any interruptions of service because of involuntary layoff or Board approved leaves of absence. Seniority among all teachers with the same starting date will be determined by the date the employee's original contract was signed. Seniority shall be prorated according to the following formula for employees who work less than full time.

$$\text{FTE} \times \text{Years of Experience} = \text{Years of Seniority}$$

For example: Years of Experience Years of Seniority
FTE

1.00	10	10.0
.75	10	7.5
.50	10	5.0

Recall Procedure

1. The name of any teacher whose services have been terminated because of the elimination of a position or a reduction in professional staff shall be placed upon a reappointment list and remain on such list for three years provided such teacher applies in writing by certified mail or email for retention of his or her name on said list on or before January 1st of each year subsequent to the teacher's termination.
2. Any teacher on the reappointment list shall receive a written offer of reappointment by certified mail or email prior to the date of reemployment. The teacher shall accept or reject the appointment in writing within one week. The Board shall issue a written contract to the teacher upon receipt of

reappointment acceptance.

3. Recall will be in descending order from the reappointment list with the staff person being most recently terminated placed at the top.
4. No new teacher shall be employed before teachers on the recall list, who are certified and qualified, are reemployed or have declined a position.
5. Separation of a teacher under the staff reduction policy shall not adversely affect accumulated sick leave, accumulated time toward sabbatical leave eligibility or placement on the salary schedule except that time of unemployment as a teacher shall not be credited for salary schedule advancement upon reappointment.

Article IX Leaves of Absence

A. Sick Leave

1. Fifteen days of absence from work shall be allowed with full pay to all full-time teachers and prorated pay for all part-time teachers annually for sick leave as provided in C.G.S. Section 10-156 which may also be used for the care of an immediate family member. Immediate family shall be defined as parent, spouse, child, brother, or sister, and does not exclude these relationships through marriage or adoption.
2. The Superintendent shall cause a record to be kept of the absence of each teacher. For teachers hired prior to July 1, 2015, unused days of absence for sickness shall be allowed to accumulate to a total of two hundred forty-five (245) days for each teacher. For teachers hired on or after July 1, 2015, unused days of absence for sickness shall be allowed to accumulate to a total of one hundred eighty-five (185) days for each teacher.
3. Each teacher, at the request of the Superintendent, may be asked to supply a physician's certificate validating the reason for prolonged absence due to sick leave.
4. Teachers returning to work following the termination of illness or disability shall be governed by applicable state and federal law, if any.

B. Family and Medical Leave

1. A teacher who is an "eligible employee" as defined under the Federal Family and Medical Leave Act ("FMLA"), 29 U.S.C. Section 1601, et seq., shall be granted up to twelve (12) weeks of FMLA leave during a twelve month period in accordance with the Act. Any accumulated paid leave time must be exhausted first in situations where the leave being taken by the teacher is

covered by the Act, and said paid leave shall be included in (and shall not be in addition to) the aforementioned twelve (12) weeks of allowable leave. A medical certificate acceptable to the Board shall be required for FMLA leave situations involving the health of the employee or family member.

2. Teachers on leave without pay shall not be credited with the annual allotment of sick leave until return from such leave. The continuity of employment shall be preserved for purposes of seniority.
3. Teachers on FMLA leave shall have their health insurance coverage maintained during such leave on the same terms as if the teachers had continued to work; provided if the teacher fails to return to work, the teacher shall be liable for the retroactive premium payments in accordance with the FMLA.

C. Child Rearing Leave

Teachers in the Branford School System may apply for a child rearing leave because of a birth of a child, because of an adoption of a child, or because of placement of a foster child in their stewardship. The granting of a child rearing leave will be conditioned upon the following:

1. A teacher must be in the employment of the Branford Board of Education for one full year to be eligible for a child rearing leave.
2. The Board of Education must be notified of the teacher's request for a child rearing leave at least thirty days prior to the beginning of the leave whenever possible.
3. The child rearing leave will not exceed one year in duration and must be terminated on June 30th of the school year in which the leave occurs. Unless otherwise agreed to by the Board and the teacher, no teacher may return from a child rearing leave except at the beginning of a marking period. In the event a teacher requests to begin a child rearing leave in the month of April, May, or June, the Board of Education may grant an extension of the leave beyond one year in order to terminate that leave on June 30th of the succeeding school year.
4. Teachers returning from a child rearing leave will move up on the salary scale if they have taught for at least five months during the school year in which the leave commenced.
5. Teachers who are granted a child rearing leave will not be paid by the Board of Education during the time they are on leave.
6. Teachers who are granted a child rearing leave may continue their fringe benefits while on leave, but at their expense.
7. Teachers who request a child rearing leave for other than childbirth must

submit to the Board of Education a statement from the Adoption Agency or Foster Child Agency, certifying the pending adoption or placement of a foster child.

Teachers on Child Rearing Leave shall return to the position vacated or to a comparable position.

D. Death in Family

1. Five days of non-cumulative absence with pay shall be allowed full-time teachers for death in the immediate family.
2. Immediate family to be defined as to include parent, spouse, child, brother or sister and not to exclude these relationships through marriage or adoption.
3. Three days funeral leave may be used for death of grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law.
4. One day of funeral leave may be used for death of aunt or uncle.

E. Personal Days

1. Each member of the instructional staff will be allowed a maximum of two days of absence for emergency personal reasons per year, without a deduction in pay, providing that no day of absence for personal reasons occurs during a day immediately preceding or following a vacation period, a day of vacation, or any day scheduled on the school calendar as a holiday unless approved by the Superintendent of Schools and the Board of Education on a request filed prior to a regularly scheduled meeting of the Board of Education.
2. Personal days requested in conjunction with short-term leaves of absence may be approved only in cases of extreme personal hardship. Combination of short-term leave of absence and personal days shall not be used to extend vacation or holiday periods.
3. The teacher who expects to be absent for personal reasons will, whenever possible, give adequate notice to the principal and the Superintendent in order that a suitable substitute teacher may be obtained.
4. A teacher planning to be absent for personal reasons, within the provision of this policy, must file a signed special form with the Superintendent. This form may be obtained from the principal.

F. Religious Holidays

Staff members will be granted three days of absence each year for religious holidays without deduction of pay and without deduction of those days from sick leave.

G. Professional Improvement

1. For purposes of professional improvement, a teacher wishing to participate in professional activities outside of Branford must obtain approval through the principal or supervisor from the Superintendent in order to be absent without a deduction in pay.
2. Requests for absence for professional reasons should be submitted to the principal at least two weeks in advance of the date when absence is desired.
3. Approval of absence for professional reasons will not be given automatically upon request by a teacher but will be at the discretion of the Superintendent upon recommendation of a principal or supervisor.

H. Leave for Branford Education Association Activity

1. A total of five days of absence with pay shall be allowed to the Branford Education Association for allocation among members of the executive Board or other designated members of the Association to attend national or state professional meetings.
2. No deduction will be made from the sick days or personal days of individual teachers for days used for authorized Branford Education Association activity.
3. Notification of requests for leave for Branford Education Association activity will be made by the president of the Association one week in advance of the day or days in question whenever reasonable.

I. Long-Term Leaves of Absence

1. Leaves of absence of up to one year's duration may be granted without pay at the discretion of the Board of Education.
2. A teacher on leave of absence who wishes to return to teaching shall receive the first vacancy for which the teacher is eligible and has displayed the proper certification, provided that written application for return to service is made to the Superintendent at least six months prior to the date of termination of the leave of absence.
3. A leave of absence for study shall be credited as teaching experience on the salary schedule upon submission of proof to the Superintendent that the teacher has completed to the satisfaction of the Superintendent at least twenty-four graduate credits or has completed during the year of the leave of absence a plan of study previously approved by the Superintendent.

J. Short-Term Leave

1. A short-term leave of absence shall consist of a leave no longer than one month.

2. A short-term leave of absence, with or without pay, may be granted at the discretion of the Board of Education.
3. Persons shall make application for such leave, in writing, long enough in advance for the Board to meet in regular session between the date of application and date of leave.
4. All applications for short-term leave must explain the reasons for such requests.
5. Short-term leave requested immediately preceding or following a vacation period, a day of vacation, or any day scheduled on the school calendar as a holiday will be granted only in cases of extreme personal hardship.
6. In cases where the term of leave is not in excess of five days, and is of an emergency nature, the Superintendent may act for the Board.
7. All communications regarding short-term leave requests shall be treated as confidential, except as otherwise required by law.

K. Sabbatical Leave

1. Full-time certified personnel in the Branford School System may be granted sabbatical leaves for a year or half year of university study. No more than three persons will be granted sabbatical leaves in any single school year.
2. Each candidate must meet the following requirements:
 - a. Hold at least a Bachelor's degree.
 - b. Be a full-time certified person who has been employed by the Branford School System for six years preceding the proposed sabbatical year.
 - c. Submit a plan of study to be carried out at a university in the United States or abroad during the sabbatical year. In special circumstances, teachers on sabbatical leave may carry out research projects instead of attending a regular course of university study. Candidates will not be limited to work in the area of their teaching specialization. The plan of study submitted to the Board should indicate why the teacher wants to study outside the area of present specialization.
 - d. Agree to return as a teacher in the Branford School System for three years immediately following the sabbatical leave. If a teacher does not return for a full three year period following a sabbatical leave, the teacher shall reimburse the Board of Education on a prorated basis for any payments made during the period of sabbatical leave. During full

year sabbatical leave, the teacher will receive a stipend equal to two-thirds of the expected annual salary during the sabbatical year. During one-half year sabbatical leave, the teacher will receive a stipend equal to two-thirds of the expected semi-annual salary during the sabbatical period. A greater stipend may be granted for either full year or half year sabbatical leaves at the discretion of the Board of Education. Sabbatical stipends may be supplemented with other fellowship aid.

- e. Upon return from sabbatical leave, submit transcripts indicating completion of the plan of study or evidence of completion of research project.
- 3. Teachers on sabbatical leave will advance on the salary schedule as if they were continuing to teach in the Branford School System.
- 4. Qualified teachers should apply for sabbatical leave no later than February 1st of the year preceding the year for which leave is requested.
- 5. The Superintendent will present all applications to the Board together with recommendations.
- 6. The Board will decide, which, if any, applications will be approved on or before April 1st preceding the year of the sabbatical.
- 7. Approved candidates for sabbatical leave shall enter into an individual contract with the Board.

Said contract shall include the stipend to be paid during the sabbatical leave and the condition that three (3) years service will be rendered at the conclusion of the sabbatical leave.

The agreement shall also contain a repayment schedule for failure to render three (3) full years of service.

L. Statutory Leaves

All leaves of absence shall be granted when mandated by State or Federal Statute.

M. Jury Duty

- 1. A teacher who is called for jury duty shall receive the leave necessary to fulfill this obligation.
- 2. Such leave shall not be deducted from other leave privileges.
- 3. Teacher shall report to his/her teaching assignment on any day court is not in session or from which he/she is legally excused.

4. While on jury duty, a teacher shall be paid the difference between his/her professional salary and the jury fee.

N. Military Duty

1. A teacher who is conscripted or recalled to active military service shall be reinstated upon return therefrom to the same or similar position as previously occupied at a salary which shall include any advance to which he or she would have been entitled had his or her employment not been interrupted by the period of military service.
2. Military Leave for reserve duty shall be granted upon presentation of military orders. Pay during such leave shall be made at the teacher's daily rate minus either per diem pay received from the military or the substitute teacher cost, whichever is less.

O. Workers' Compensation

Whenever a teacher is absent from school as a result of personal injury caused by an accident (other than an assault covered by Section 10-236a of the Connecticut General Statutes) arising out of and in the course of his/her employment, he/she shall be paid at the rate provided for in the Workers' Compensation Act. However, a teacher who wishes to be paid his/her full salary during such time period may do so by using one-third of a day deducted from the teacher's accumulated and/or annual sick leave for each day of absence. Under no circumstances shall a teacher absent from school under this provision receive total salary greater than his/her gross regular salary less Federal and State income taxes.

If any teacher is assaulted while acting in the discharge of his or her duties or within the scope of his or her employment or under the direction of the Board or its designee, in accordance with Conn. Gen. Stat. Section 10-236a the teacher shall not forfeit any sick leave or personal leave for any absence arising out of or from such assault.

P. Modified Duty

The Board will provide modified duty whenever possible to all employees who have a reduced work capacity as a result of an occupational injury/illness in order to permit the injured employee to remain in the work environment and to affect an expedient return to his/her regular job.

1. The designated Workers' Compensation Coordinator for the Board will initiate and maintain contact with both the employee and his/her supervisor following a work related injury.
2. The employer's physician will be asked to assess the employee's ability to return to duty in either a full or modified capacity, based on a description of the employee's regular work. The physician must specify in writing the type

and duration of any restrictions.

3. The designated Workers' Compensation Coordinator will inform the department supervisor of the employee's readiness to return to work, identifying full or limited work capacity.
4. Based on the physician's determination of the employee's work capacity, the supervisor must decide if the employee's job may be modified by temporarily:
 - a. Eliminating or modifying specific tasks;
 - b. Reducing the work hours and/or days;
 - c. Reassigning the employee to a more appropriate bargaining unit position.
5. The employee will be reevaluated at the end of each restriction period and the position will be modified according to the employee's progress. Both the employee and the department supervisor will be informed of what should be expected of the employee at each stage.
6. At the end of a specified time frame, the employee will be evaluated as to the need to extend modified duty, resume full duties, be permanently reassigned to a more appropriate position or be directed to a retraining program.
7. A teacher returning to work under the Modified Duty provision will receive his/her full salary and will endorse over to the Board any temporary-partial payments from Workers' Compensation for the period of modified duty.

Article X Curriculum Studies

A. Responsibility

Curriculum studies shall be undertaken jointly by all people concerned, and shall be under the direction of the Board.

B. Compensation

Compensation may be granted to teachers participating in Curriculum Studies when:

1. Prior authorization for said project has been given by the Superintendent of Schools.
2. In order to establish a standard for determining the level of compensation for proposed curriculum studies, an hourly rate comparable to the summer school pay scale shall be applied to the total hours estimated for completion of the study. Approved studies will receive an appropriate sum in compensation based on the aforementioned calculation.

Article XI
Personnel Policies

A. Number of Teacher Preparations

Secondary school assignments will not involve more than three preparations whenever possible.

B. Collection of Funds

1. Teachers will not be required to collect or account for money brought in by children for banking, school insurance, school pictures, or similar reasons.
2. In elementary schools, the building principal shall make the necessary arrangement for lunch money to be collected. At no time shall the teacher be required to make the collection.

C. Delivery of Books and Supplies

The administration shall make every effort to order books and supplies as early as possible to insure delivery whenever feasible to schools prior to September 1st. Notification shall be given whenever possible to all concerned when the above is not feasible.

D. School Business Travel Expenses

1. Teachers traveling on authorized business shall travel by the most economical means.
2. Authorized mileage for a personal car will be the same allowance as provided by the IRS and would commence the budget year following any IRS change.
3. A request for reimbursable expenses shall be made upon a form supplied by the Board.
4. Reimbursements for expenses incurred by attendance at approved professional meetings shall be at the discretion of the Superintendent.

E. Continuity of Program Planning and Instruction

Prior to leaving any school day, every teacher shall have an academic plan for any assigned class or classes for the following day. The building administrator may review such plan or plans at any time.

F. Teacher Work Days

All teachers working less than full-time and/or participating in job/sharing, are required

to attend, for the full day or complete event, all teacher work days, professional days, parental conferences, etc., as are regular, full-time teachers.

G. Meetings

1. Teachers may be required to remain beyond the regular teacher workday for one curriculum, department, or other school-required meeting per month. Such required meetings shall be a duration not to exceed one hour beyond the required teacher workday.

**Article XII
Teacher Rights**

A. Personnel Files

Teachers shall have the right of access to their personnel files in accordance with the provisions of Section 10-151a of the Connecticut General Statutes.

B. Non-Reprisal

No reprisals shall be taken against any teacher as provided in Sections 10-153a to 10-153g of the Connecticut General Statutes.

C. Teacher Rights

Teachers shall be granted rights as set forth in Section 10-235 of the Connecticut General Statutes.

D. Protection of Teachers Rights

Teachers' rights shall be protected as set forth in Section 10-236 of the Connecticut General Statutes.

E. Student Teachers

1. Teachers shall have the right to accept or reject a student teacher or intern.
2. Any teacher requested to accept a student teacher, or an intern, shall have at least one week's notice prior to the arrival of the trainee.

F. Equal Opportunity Employer

The Board will not discriminate against any teacher on the basis of race, creed, color, sex, age, national origin, marital status, disability, gender identity or sexual orientation.

Article XIII
Association Rights

A. Use of School Facilities by the Association

1. The Board shall make available to the Association the facilities of the various schools for the purpose of conducting meetings of the Association.
2. Facilities may be utilized subject to the following conditions:
 - a. The meeting is to be conducted outside of the normal instructional day.
 - b. Request for use of facilities has been made to the building principal and approved at least two (2) days prior to the meeting date.
 - c. The meeting is held at a time when the building is normally open and custodial staff is available.

B. Labor-Management Relations

The Superintendent shall meet regularly with two (2) representatives of the Association on at least a monthly basis, after the end of the instruction day, to discuss matters of mutual concern.

C. Dues Deduction

1. Association Membership

All teachers employed by the Branford Board of Education may join the Association.

2. Deductions

The Branford Board of Education agrees to deduct from each teacher for whom a voluntary written dues deduction authorization is submitted 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 the number of paychecks from and including the second paycheck in September through and including the last paycheck in June. The amount of Association membership dues shall be certified by the Association to the Board of Education prior to the opening of school each year.

3. Subsequent Employment

Those teachers whose employment commences after the start of the school year and who submit a voluntary written dues deduction authorization shall

pay a prorated amount equal to the percentage of the remaining school year.

4. Forwarding of Monies

The Board of Education agrees to forward to the Association, on a biweekly basis, the amount of money deducted for Association membership dues. The Board shall include with such check a list of teachers for whom such deductions were made.

5. Save Harmless

The Association agrees to indemnify and hold the Board harmless against any liability that may arise by reason of any action taken by the Board in complying with the provisions of this Section.

6. The singular reference to the "Association" herein shall be interpreted as referring to the Branford Education Association, the Connecticut Education Association and the National Education Association.

D. Questionnaires

All questionnaires to be completed by the professional staff must have prior approval of the Association president when the information provided will be supplied to noneducational sources outside of the school system.

E. Calendar

1. The Board will consult with the Association prior to adoption of the School Calendar for the succeeding academic year. Consultation shall involve planning meetings involving both the Board's and the Association's calendar committees for purpose of establishing priorities and requirements for the succeeding year's calendar; these meetings shall occur prior to the Board beginning discussion and calendar development in public session and will attempt to satisfy the requirements, interests and priorities of both entities insofar as it is possible.
2.
 - a. The salary schedules set forth in this contract are based on a school year of a specific number of days. The specific number of days for each school year is set forth in Paragraph b.
 - b.
 - (1) The work year for teachers shall consist of 185 days.
 - (2) Notwithstanding the above, the work year for teachers new to the Branford School System, or who are resuming teaching in Branford after a period of absence of at least five years, may be required to work an additional one day, for orientation, beyond that of the regular faculty. Such additional day shall not require additional compensation.

- (3) For the duration of this contract, 181 days of the scheduled work year shall be student contact days. All other days will be non-contact days. Should the Board increase the number of student days, the parties shall negotiate the impact of such days in accordance with the General Statutes as they may be amended from time to time. One non-contact day shall be for the opening of schools. There will be three non-contact days for Professional Development.
3.
 - a. The workday, as defined by hours dedicated to direct and indirect contact with students, is seven (7) hours and fifteen (15) minutes.
 - b. The workday, as defined by hours (beyond) in excess of student contact, indirect and direct, is defined by the individual professional and in most cases extends well beyond the school day.
 - c. Both the Association and the Board of Education acknowledge that there are occasions and circumstances where the "Workday" can and should be extended to include full and complete discharge of professional responsibilities, and defies a simple hour/professional equation.
 - d. Therefore, recognizing the need for flexibility on the part of the Board of Education, and acknowledging the overall commitment of the professional organization, it is understood that by pre-arrangement and by mutual agreement, that efforts, experiences and events requiring additional time will be established and understood at least 30 days in advance of the event and will be scheduled with the understanding that these situations will not be excessive or abusive.
 - e. Should the Board or the Association view the use or response to the request to be excessive or uncooperative, the concern will be brought forward for mediation using the following process: contract grievance process.
4. The Board will offer Professional Development for a total of ten (10) hours throughout the school year, not exceeding two (2) hours per month, which will occur immediately after the end of the teacher's workday. Teachers' participation in such school Professional Development activity is mandatory. This Professional Development will be in addition to the District-wide, full-day Professional Development offerings and other voluntary Professional Development offerings. The Professional Development hours under this paragraph are separate and distinct from the meetings addressed in Article XI, Section G of this Agreement.

Article XIV Grievance Procedure

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems that may arise in the interpretation and application of this Agreement as to certified professional teachers.

B. Definitions

1. A “grievance” shall mean a complaint by a teacher or the Board that rights under the specific language of this Agreement have been violated, or that there has been a misapplication or misinterpretation of the specific provisions of this Agreement except for a complaint as follows:
 - a. Any matter for which a specific method of review is prescribed and expressly set forth by law such as a complaint of a non-tenure teacher which arises by reason of not being reemployed pursuant to Section 10-151 of the General Statutes of the State of Connecticut, or any rule or regulation of the State Commissioner of Education; or
 - b. Any matter, which according to law, is beyond the scope of Board Authority.
2. “Teacher” shall mean any certified professional employee included in Section 10-153 and not included in the Branford Administrators Organization or any group of such employees similarly affected by a grievance.
3. “Party in interest” shall mean the person or persons making the claim, including their designated representative, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
4. For purposes of this Article, “days” shall mean days when school is in session except between the close of school and the start of the next work year when days shall mean when the offices of the Board are open.

C. Informal Procedures

1. If a teacher feels that a grievance exists, the teacher may first discuss the matter with the building principal or other appropriate administrator, stating that the matter is a grievance, in an effort to resolve the problem informally.
2. If not satisfied with such disposition of the matter, the teacher shall have the right to have the Association assist in further efforts to resolve the problem informally with the principal or other appropriate administrator.

D. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at such step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
2. If a teacher does not file a grievance in writing within thirty (30) calendar days after the teacher knew, or should have known, of the act or condition on which the grievance is based, then the grievance shall be considered to have been waived.
3. Failure by the aggrieved teacher at any level to appeal a grievance to the next level within the specified time limit shall be deemed to be acceptance of the decision rendered at that level.
4. Failure by the administrator involved to render a decision within the specified time limits shall be considered a movement of the grievance to the next level.

E. Formal Procedures

1. Level One - School Principal
 - a. If an aggrieved teacher is not satisfied with the outcome of informal procedures, or has elected not to utilize such procedures, the claim may be presented as a written grievance to the building principal or other appropriate administrator.
 - b. The principal shall, within five (5) days after receipt of the written grievance, render a decision and the reasons therefore in writing to the aggrieved teacher with a copy to the Association.
2. Level Two - Superintendent of Schools
 - a. If the aggrieved teacher is not satisfied with the disposition of the grievance at Level One, the teacher may within three (3) days after the decision, or within eight (8) days after the formal presentation, file a written grievance with the Association, which Association shall determine whether or not the grievance merits referral to the Superintendent of Schools.
 - b. The Association shall, if it deems such referral in the best interest of the Branford Public Schools, within five (5) days after receipt, refer the grievance to the Superintendent, but prior to so doing, the Association shall provide an opportunity for the aggrieved teacher to meet with the appropriate Association committee to review the grievance.
 - c. The Superintendent shall, within five (5) days after receipt of the referral, meet with the aggrieved teacher and with representatives of the

Association for the purpose of resolving the grievance.

- d. The Superintendent shall, within three (3) days after the meeting, render a decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association.

3. Level Three - Board of Education

- a. If the aggrieved teacher is not satisfied with the disposition of the grievance at Level Two, the teacher may, within three (3) days after the decision or within six (6) days after the meeting, file the grievance again with the Association for appeal to the Board of Education.
- b. The Association shall, if it deems such referral in the best interest of the Branford Public Schools, within three (3) days after receipt, refer the appeal to the Board of Education.
- c. The Board of Education shall, within ten (10) days after receipt of the appeal, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance.
- d. The Board shall, within three (3) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association.

4. Level Four - Arbitration

- a. If the aggrieved teacher is not satisfied with the disposition of the grievance at Level Three, the teacher may, within three (3) days after the decision, or within six (6) days after the meeting, file a written request with the Association to submit the grievance to arbitration.
- b. The Association may submit such grievance to arbitration if it determines the grievance is meritorious, that it arises from the language of this Agreement or an alleged breach thereof, and that submitting it to arbitration is in the best interest of the Branford Public Schools. Such submission shall be by written notice to the Board within fifteen (15) days, after receipt of the written request from the aggrieved teacher.
- c. Within five (5) days after receipt of such written notice of submission to arbitration, the Association shall request a list of arbitrators either from the American Arbitration Association (AAA) or the American Dispute Resolution Center (ADR). The parties will then be bound by the labor arbitration rules and procedures of whichever agency (AAA or ADR) is used to select an arbitrator.
- d. The arbitrator so selected shall hear the matter promptly and shall issue a decision in accordance with the rules of the AAA or the ADRC. The

arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusion on the issue submitted.

- e. The power of the arbitrator stems from this Agreement and the Arbitrator's function is to interpret and apply this Agreement and to pass upon alleged violations thereof. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall the Arbitrator have any power or authority to make any decision that requires the commission of an act prohibited by law or that is violative of the terms of this Agreement.
- f. The decision of the Arbitrator shall be submitted to the Board and the Association and, subject to law, shall be final and binding upon the Association, the Board, and the grievant, provided that the Arbitrator shall not exceed the authority granted herein.
- g. The costs for the services of the arbitrator, including expenses, shall be borne equally by the Board and the Association.

F. Rights of Teachers to Representation

The Association shall have the right to be present and to state its views at all stages of the procedure.

G. Non Reprisal

No reprisals of any kind shall be taken against any participants in the grievance procedures by reason of such participation.

Article XV
Job Sharing

- A. Job sharing is a voluntary arrangement between two teachers and the Board, whereby two teachers shall share the responsibilities of one full-time position.
- B. In order to participate in such a job sharing arrangement, the teachers involved must submit to the Board, for Board approval, a plan stating how such job sharing will work. Such plan must, at a minimum provide that both teachers shall work the entire first day of school. In situations where the same students will be taught by both teachers, the plan shall also provide for additional periodic overlap of schedules. The plan shall also provide for sufficient meetings between both teachers on a frequent basis, and where appropriate, the joint development of lesson plans. The Board may ask the teachers to provide additional information.
- C. Teachers on job sharing arrangements are both responsible to attend such parent conferences, teacher workdays, and professional days, etc. as a full-time teacher would be expected to attend.

- D. Each teacher shall be paid on a percentage basis based on the amount of time such teacher will normally work in comparison to a normal school day. In no event shall the combined percentage of the teachers involved exceed 100 %, notwithstanding any extra duties and responsibilities involved with job sharing.
- E. For all such job sharing arrangements initially put into effect after July 1, 1986, the Board shall for each such teacher contribute to the cost of the medical insurance benefits provided for in this contract in the same percentage as percentage salary it is paying to that teacher. The rest of the cost of such insurance will be borne by the teacher involved.

Article XVI
Sick Leave Bank

- A. Each tenured teacher shall be permitted to join this Sick Leave Bank by contributing five (5) days from his/her sick leave accumulation. Said Sick Leave Bank shall form a reserve of days that are available to aid teachers who suffer from prolonged illness or injury and whose sick leave accumulations have been exhausted. The Sick Leave Bank shall be built up to a maximum of 1,000 days. If the total sick-leave bank balance falls below 150 days, each teacher who is a member of the sick leave bank shall be required to donate two (2) days. If a teacher who is a member of the sick leave bank has no sick leave days to his/her credit, such teacher shall donate two (2) days at the beginning of the following school year.
- B. Any tenured teacher who has contributed to the Sick Leave Bank, may be permitted on written application to draw up to one hundred twenty (120) days per occurrence against the Sick Leave Bank after his/her own accumulated sick leave has been exhausted and after fifty (50) days of continuous absence and after the teacher has demonstrated a need for additional leave. The Board shall have the right to verify the need for leave through a medical assessment by a physician of the Board of Education's choice at the Board's expense.
- C. Any tenured teacher may apply for membership in the Sick Leave Bank during the first two (2) weeks of the school year.
- D. Only those tenured teachers who have contributed to the Sick Leave Bank shall be eligible to utilize the Sick Leave Bank.
- E. The following conditions shall apply:
 - 1. A person withdrawing from membership in the Bank will not be able to withdraw the contributed days.
 - 2. When a teacher who is a member of the Bank retires, the sick leave days contributed by such member shall remain in the Bank for use by other

members.

3. Persons utilizing sick leave days from the Bank will not have to replace these days except as a regular contributing member to the Bank.
4. Sick leave shall mean the leave a staff member has for that year plus his/her accumulation.
5. The Board shall provide the Association with a statement setting forth the balance of days in the Bank at the end of each fiscal year, detailing the following:
 - a. The names of teachers who contributed sick days to the Bank during the fiscal year.
 - b. The number of days utilized from the Bank by each teacher.
 - c. The total balance of sick leave days in the Bank on the last day of the fiscal year.

Upon return to active employment, a person will not be eligible for severance benefits until the start of the 4th year of employment. At such time, all sick days accumulated in the previous three years will count towards severance benefits.

Article XVII Teacher's Contract

All teachers in the Branford Public Schools shall receive an initial contract, date and time stamped by the Central Office.

Article XVIII The School Improvement Council

The School Improvement Council for each individual school may seek the approval of the Superintendent and the BEA to request a waiver of any contract provision. Such waiver, if accepted by the Superintendent and the BEA shall not be considered as precedent for subsequent years.

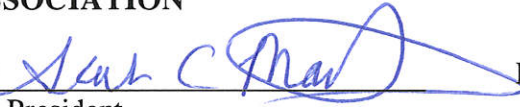
Article XIX Duration

The provisions of this Agreement shall be effective as of July 1, 2021 and shall continue and remain in full force and effect to June 30, 2024.

**Article XX
Severability**

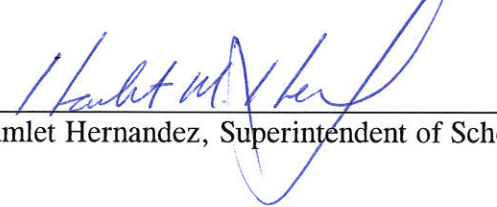
In the event that any provision or portion of the Collective Bargaining Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, such provision or portion shall be severed from the Collective Bargaining Agreement, and the balance and remainder of the Collective Bargaining Agreement shall remain in full force and effect.

**BRANFORD EDUCATION
ASSOCIATION**

By 

President

BRANFORD BOARD OF EDUCATION

By 

Hamlet Hernandez, Superintendent of Schools

ATTACHMENT A



Lumenos HSA Plan Summary

The Lumenos[®] HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And, you can earn rewards by taking certain steps to improve your health.

Your Lumenos HSA Plan	
<p>Health Savings Account With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.</p>	<p>Contributions to Your HSA For 2021, contributions can be made to your HSA up to the following: \$3,600 individual coverage \$7,200 family coverage</p> <p><small>Note: These limits apply to all combined contributions from any source.</small></p>
<p>Plus - To help you stay healthy, use:</p> <p>Preventive Care 100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.</p>	<p>Preventive Care No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.</p>
<p>Then -</p> <p>Your Bridge Responsibility The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0. HSA dollars spent on covered services plus your Bridge Responsibility add up to your annual deductible responsibility. Health Account + Bridge = Deductible</p>	<p>Bridge Your Bridge responsibility will vary.</p> <p>Annual Deductible Responsibility In- and Out-of-Network Providers \$2,000 individual coverage \$4,000 family coverage</p>
<p>If Needed -</p> <p>Traditional Health Coverage Your Traditional Health Coverage begins after you have met your Bridge responsibility.</p>	<p>Traditional Health Coverage</p> <p>After your bridge, the plan pays: 100% for in-network providers 80% for out-of-network providers</p>
<p>Additional Protection For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.</p>	<p>Annual Out-of-Pocket Maximum In-Network Providers and Out-of-Network Providers \$ 5,000 individual coverage \$ 7,150 family coverage</p> <p><small>Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your cost share amounts.</small></p>



Healthy Rewards

You will have access to our award-winning online health site and the following programs to help you reach your health potential:

Future Moms: Individualized obstetric support for expectant high-risk and non-high-risk mothers.

Online Wellness Toolkit: Each subscriber can complete the Well-Being Assessment and set up their Well-Being Plan.

Enroll in ConditionCare: Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure). Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.

Graduate from ConditionCare: Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

Summary of Covered Services

Preventive Care

Anthem's Lumenos HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness and death.

All preventive services received from an in-network provider are covered at 100% are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply.

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams

Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 18, or have been sexually active.

Immunizations:

- Hepatitis A
- Hepatitis B
- Diphtheria, Tetanus, Pertussis (DtaP)
- Varicella (chicken pox)
- Influenza – flu shot
- Pneumococcal Conjugate (pneumonia)
- Human Papilloma Virus (HPV) – cervical cancer
- H. Influenza type b
- Polio
- Measles, Mumps, Rubella (MMR)

Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

Screening Tests for coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

Immunizations:

- Hepatitis A
- Hepatitis B
- Diphtheria, Tetanus, Pertussis (DtaP)
- Varicella (chicken pox)
- Influenza – flu shot
- Pneumococcal Conjugate (pneumonia)
- Human Papilloma Virus (HPV) – cervical cancer

If you have questions, please call toll-free 1-888-224-4896.

Branford



Lumenos HSA Plan Summary

Summary of Covered Services (Continued)

Medical Care

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount shown on Page 1 for covered services, you will have Traditional Health Coverage with the coinsurance listed on Page 1 to help pay for covered services listed below:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Durable Medical Equipment
- Emergency Hospital Services (network coinsurance applies both in-network and out-of-network)
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services

Some covered services may have limitations or other restrictions.* With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 120 days per member per calendar year.
- Home Health care services limited to 200 visits per member per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT/OT/ST and chiropractic services limited to a combined total of 50 visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in and out-of-network services.

* For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

Prescription Drugs – copay after deductible (when purchased from a network pharmacy*)

Retail (30 day supply)	Mail Order (90 day supply)
\$10 Tier 1 copayment	\$20 Tier 1 copayment
\$25 Tier 2 copayment	\$50 Tier 2 copayment
\$40 Tier 3 copayment	\$80 Tier 3 copayment

* For the out-of-network benefit, refer to the Traditional Health Coverage section.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

If you have questions, please call toll-free 1-888-224-4896.

Branford



Lumenos HSA Plan Summary

This summary is a brief outline of the benefits and coverage provided under the Lumenos plan. It is not intended to be a complete list of the benefits of the plan. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

When you redeem your Healthy Rewards dollars for a gift card, the amount of the gift card is considered taxable income to you. You should contact a tax advisor for guidance on tax issues.

Additional limitations and exclusions may apply.



In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. In New Hampshire, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc. In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc. Independent licensees of the Blue Cross and Blue Shield Association.

[®] Registered marks of the Blue Cross and Blue Shield Association. [®] LUMENOS is a registered trademark.

If you have questions, please call toll-free 1-888-224-4896.

Branford

Language Access Services:

Get help in your language

Curious to know what all this says? We would be too. Here's the English version:
If you have any questions about this document, you have the right to get help and information in your language at no cost. To talk to an interpreter, call (855) 333-5735.

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

(TTY/TDD: 711)

(Arabic) (العربية): إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل على (855) 333-5735

Armenian (հայերեն). Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով՝ (855) 333-5735

Chinese

(中文): 如果您對本文件有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與譯員通話，請致電 (855) 333-5735

(Farsi) (فارسی): در صورتی که سؤالی پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون هیچ هزینه‌ای به زبان مادری‌تان دریافت کنید. برای گفتگو با یک مترجم شفاهی، با شماره (855) 333-5735 تماس بگیرید.

French (Français): Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (855) 333-5735.

Haitian Creole (Kreyòl Ayisyen): Si ou gen nempòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele (855) 333-5735.

Italian (Italiano): In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero (855) 333-5735

Language Access Services:

(Japanese) (日本語):

この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。通訳と話すには、(855) 333-5735 にお電話ください。

Korean (한국어): 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면 (855) 333-5735 로 문의하십시오.

(Navajo) (Din4): D77 naaltsoos bik1'7g77 [ahgo b7na'7d7[kidgo n1 boh0n4edz3 d00 bee ah00t'i' t'11 ni nizaad k'ehj7 bee ni[hodoonih t'ladoo b33h 717n7g00. Ata' halne'7g77 [a' bich'8' hadeesdzih n7n7zingo koj8' hod77lnih (855) 333-5735.

Polish (polski): W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer (855) 333-5735.

(Punjabi) (ਪੰਜਾਬੀ): ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲ ਮੁਫਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੈ। ਇੱਕ ਦੁਬਾਸੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, (855) 333-5735 ਤੇ ਕਾਲ ਕਰੋ।

(Russian) (Русский): если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. (855) 333-5735.

Spanish (Español): Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (855) 333-5735.

Tagalog (Tagalog): Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang (855) 333-5735.

Vietnamese (Tiếng Việt): Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi (855) 333-5735.

It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

ATTACHMENT B

Pursuant to Article VII, Section A step movement on the salary schedule during the contract years referenced in Article XIX shall be as follows:

Step	2021-22 Experience	2022-23 Experience	2023-24 Experience
1	0-1		
2	2	0-2	0
3	3-4	3	1-3
4	5	4-5	4
5	6-7	6	5-6
6	8	7-8	7
7	9-11	9	8-9
8	12	10-12	10
9	13	13	11-13
10	14	14	14
11	15	15	15
12	16	16	16
13	17	17	17
14	18+	18+	18+

The grid set forth above reflects the following provisions regarding step movement:

2021-22: There shall be no step advancements during the 2021-22 contract year.

2022-23: Effective July 1, 2022, teachers who are not on the maximum step shall advance one step on the salary schedule. Step 1 will be removed from the schedule.

2023-24: Effective July 1, 2023, teachers who are not on the maximum step shall advance one step on the salary schedule.

Experience denotes that the individual has completed the listed number of years of teaching.