Agreement between the

Amity Education Association

and the

Amity Regional Board of Education

July 1, 2018 - June 30, 2021

Amity Regional School District No. 5
25 Newton Road
Woodbridge, Connecticut 06525

Serving the towns of Bethany, Orange, and Woodbridge

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ARTICLE I
RECOGNITION

A. The Amity Board of Education (hereinafter referred to as the "Board") recognizes the Amity Education Association (hereinafter referred to as the "Association") for the purpose of professional negotiations as the exclusive representative of the entire unit consisting of all certified professional employees of the Board in positions requiring a teaching or special services certificate and employees holding a Durational Shortage Area Permit, other than temporary substitutes pursuant to, and with all the rights and privileges as provided by, Section 10-153, b, c, d, e, f, of the Connecticut General Statutes, as amended. Unless otherwise indicated, the employees in such unit are hereinafter generally called "teachers," the Association having been designated as the exclusive representative pursuant to an agreement between the Board and Association executed on December 14, 1965.

B. The Association agrees to represent equally all teachers without regard to membership or participation in, or association with, the activities of the Association, or any other employee organization, and to continue to admit teachers to membership in the Association without qualification other than payment of dues and employment in the Regional School District No. 5 system.

C. The following Agreement provisions shall apply to Long-Term Substitute Teachers: Articles I, II, III, IV, V-sections A-H, Appendices B, C, and D, and any other rights, privileges or benefits as mandated by Connecticut State Statute.

D. In accordance with the provisions of Public Act 03-174, employees working in a teaching position solely on the basis of a Durational Shortage Area Permit (DSAP) shall be included in the bargaining unit. Such individuals shall be covered by all terms and conditions of the collective bargaining agreement, except as follows:

1. A DSAP holder shall not accrue seniority or length of service for any purpose of this Agreement, except that a DSAP teacher who is employed by the Board for more than one year shall advance on the salary schedule in accordance with the provisions of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously by the Board as an employee after receiving such certification, with no break in service, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of employment by the Board.

2. The Board shall have the right, in its sole discretion, not to renew and/or to terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.

3. DSAP holders shall have no bumping rights or recall rights under this Agreement.

ARTICLE II
GENERAL PROVISIONS

A. It is understood that this Agreement is subject to, and shall operate within the framework of, the statutes of the State of Connecticut.

B. The Board retains the sole right to direct the operations of the school system and to schedule personnel, hire, terminate, assign, promote and transfer, in accordance with the terms of this Agreement. It is recognized that the Board retains and shall continue to retain all the rights and duties contained in the general statutes of the State of Connecticut.

C. It is understood that teachers shall continue to serve under the direction of the Superintendent of Schools (hereinafter referred to as the "Superintendent") and in accordance with the Board and administrative policies, rules and regulations, including those set forth in the Board-approved Amity Teachers' Manual, as amended, provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.

D. When it is necessary for official representatives of the Association to engage with the Board or its representatives in activities directly relating to the Association's duties as representatives of the teachers during the school day, prior to student dismissal, they may be given free time, without loss of pay, to perform any such activities which do not interfere with the professional assignments of the teacher and provided such activities and free time have been approved and can be provided by the Building Administrator. The official representatives of the Association are required to obtain approval from the Superintendent/designee prior to leaving his/her professional assignment. If the Superintendent or his/her designee is not available, approval by the Building Administrator is sufficient, and this approval shall be forwarded to the Superintendent's office.

E. **Teacher Records**

1. Each teacher shall have the opportunity to review the records maintained in the district's personnel files regarding the teacher's attendance. Each teacher shall also have the right to review any disciplinary notices issued to the teacher.

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

F. **Scope of Agreement**

1. This Agreement constitutes the entire contract between the Board and the Association and settles all demands and issues with respect to all matters subject to professional negotiations. Nothing in this Agreement which changes pre-existing Board policy, rules or regulations shall operate retroactively unless expressly so stated.

2. Therefore, for the duration of this Agreement the Board and the Association waive the right to negotiate and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter which is subject to professional negotiations and is specifically referred to herein.

3. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

4. To achieve rapport between the Board and the Association, two informal meetings may be held, one in November and one in February, between representatives of the Board and representatives of the Association.

5. In the event a situation of unusual nature arises, said subject may be discussed provided that both the Board and Association mutually agree to said discussion. Either the Board or the Association may request such a discussion in writing to the Superintendent. Upon agreement, representatives of the Board and representatives of the Association shall hold informal meetings within fifteen (15) days of notification.

Any agreement reached shall be reduced to writing, shall be signed by the Board and the Association, and shall become an addendum to this Agreement unless rejected in accordance with the provisions of the Connecticut General Statutes, as amended.

G. No party to this Agreement shall discriminate in any way against any teacher by reason of his/her membership or non-membership in, or participation or nonparticipation in, the activities of the Association or any other employee organization.

H. If any portion of this Agreement is ruled invalid for any reason, the remainder of this Agreement shall remain in full force and effect.

I. The Board and Association subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program.

J. The Association and Board agree to equally share the cost of providing a single copy of this Agreement to each teacher on or by the opening day of the school year to which this Agreement pertains.

K. Newly hired teachers shall be provided with a copy of this Agreement.

ARTICLE III
PROFESSIONAL NEGOTIATIONS

A. It is the intent and purpose of the parties hereto that their agreements promote and improve the quality of education in the Amity Regional Schools and provide for orderly professional negotiations between the Board and the Association so as to promote positive influence upon the operation of the educational program.

B. Not later than the date specified by law of the year preceding that in which this Agreement expires, both parties agree to negotiate for a successor agreement in

accordance with the procedure set forth herein, in good faith and in an effort to reach continuing agreement on salaries and other conditions of employment pursuant to Connecticut General Statutes, Section 10-153, as amended. The Agreement so negotiated shall bind and inure to the benefit of the Board and all members of the unit and shall be expressed in writing and signed by the Board and the Association.

C. During negotiations, each party shall make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the service of outside consultants and may call upon professional and lay representatives to assist in the negotiations. As soon as available, the Board shall provide the Association with a complete proposed budget for the following school year.

D. If the negotiations described in this section B have reached an impasse, the procedure described in Article F, Connecticut General Statutes, Section 10-153, as amended, shall be followed.

ARTICLE IV
GRIEVANCE PROCEDURE

A. **Purpose**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise with respect to salaries and other conditions of employment expressly provided for in this Agreement. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure, to the extent permitted by law.

2. Nothing contained herein shall be construed to prevent this discussion by any teacher(s) and his/her (their) immediate supervisor and/or administrator and/or Superintendent of a complaint, problem or issue.

B. **Definitions**

1. A "grievance" is hereby defined to mean a complaint by a teacher, a group of teachers, or the Association based upon an alleged violation of or variation from the provisions of this Agreement, or the interpretation, meaning, or application thereof.

2. An "aggrieved teacher" is a teacher, group of teachers, or the Association making such a complaint.

3. A "party in interest" is a teacher, group of teachers, the Association, or the Board who might be required to take action or against whom action might be taken in order to resolve the complaint.

4. "Days" shall mean days when school is in session.

5. No teacher shall be disciplined without just cause. Disputes regarding termination or non-renewal will be processed in accordance with state statutes and not subject to the grievance and arbitration provisions. When a meeting may result in disciplinary action, the teacher shall be notified in advance.

C. **Procedures and Time Limits**

1. Since it is important that grievances or disputes be processed as rapidly as possible, the number of days indicated at each level is considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. In the event a grievance is filed on or after June 1st and before July 1st which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted through Level Three prior to the end of the school term or as soon thereafter as is practicable, but in no event later than July 25th.

3. If a teacher does not file a written grievance with the President of the Association or the Chairman of the Professional Rights and Responsibilities Committee and forward a written grievance to his/her Building Administrator within twenty (20) 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 waived.

4. A written grievance filed with the President of the Association or the Chairman of the Professional Rights and Responsibilities Committee which deals with actions taken by a member of the Central Office Administration shall be handled with that administrator directly. The President of the Association or Chairman of the Professional Rights and Responsibilities Committee shall notify the grievant's building principal that a grievance has been filed. The same procedures and time limits used in Level One of the Grievance Procedure shall apply.

5. Any complaint directed toward a teacher by, including but not limited to, a student, parent, citizen, co-worker, or administrator shall not be considered valid unless it is investigated by the administration and determined to have merit. Any teacher against whom a complaint has been filed shall be notified of the complaint. During the investigation, the teacher shall be provided with a level of detail regarding the complaint sufficient to allow the teacher a reasonable opportunity to respond to the complaint. Upon the completion of the investigation, the teacher shall be notified of the results of the investigation.

Any discipline or reprimand imposed on a teacher shall be subject to challenge under the grievance procedure.

6. Each party shall have the right to take notes during a grievance hearing at any level of the grievance procedure. If either party wishes to have a stenographer make a record of a grievance arbitration hearing, the party may do so at its own expense, with prior notice to the other party. If the other party wishes to have a copy of the stenographic record, that party may purchase a copy at its own expense.

Level One - Building Administrator

a. A grievance or dispute shall first be discussed with the Building Administrator with the objective of resolving the matter informally. If the teacher or Building Administrator so desires, a representative of the Association shall be present and may join the discussion.

b. If an aggrieved teacher is not satisfied with the outcome of the informal procedure, he/she may present his/her grievance in writing to his/her Building Administrator.

c. The Building Administrator shall, within seven (7) days after receipt of the written grievance, render his/her decision and the reason(s) therefore in writing to the aggrieved teacher, with a copy to the President of the Association and/or Chairman of the Professional Rights and Responsibilities Committee.

Level Two - Superintendent of Schools

a. If an aggrieved teacher is not satisfied with the disposition of his/her grievance at Level One, or in the event that no decision has been rendered within seven (7) days after presentation of the grievance, he/she may file a written grievance with the Chairman of the Professional Rights and Responsibilities Committee or the President of the Association within three (3) days after the decision at Level One or ten (10) days after the grievance was presented, whichever is sooner. Within five (5) days after receiving the written grievance, the Chairman of the Professional Rights and Responsibilities Committee may refer it to the Superintendent, but prior to so doing, the Association shall provide an opportunity for the aggrieved teacher to meet with the Professional Rights and Responsibilities Committee to review the grievance.

b. Within seven (7) days after receipt of the written grievance by the Superintendent, he/she shall meet with the aggrieved teacher and the Chairman of the Professional Rights and Responsibilities Committee or his/her designee for the purpose of resolving the grievance.

c. The Superintendent shall, within five (5) days after the hearing, render his/her decision and the reason(s) therefore in writing to the aggrieved teacher, with a copy to the Chairman of the Professional Rights and Responsibilities Committee.

Level Three - Board of Education

a. In the event that the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two, or in the event no decision has been rendered within five (5) days after he/she has met with the Superintendent, he/she may file a written grievance with the President of the Association or the Chairman of the Professional Rights and Responsibilities Committee within three (3) days after a decision by the Superintendent or ten (10) days after he/she has first met the Superintendent, whichever is sooner. Within three (3) days after receiving the written grievance, the Chairman of the Professional Rights and

Responsibilities Committee may refer it to the Board. Within ten (10) days after receiving the written grievance, a committee of the Board, or the Board itself, shall meet with the aggrieved teacher and representatives of the Association.

b. The Board shall, within twenty-five (25) days after such meeting, render its decision and the reason(s) therefore in writing to the aggrieved teacher, with a copy to the President of the Association and/or the Chairman of the Professional Rights and Responsibilities Committee.

Level Four - Binding Arbitration

a. In the event that the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Three, or in the event no decision has been rendered within thirty (30) days after he/she has first met with the Board or Board Committee, he/she may, within three (3) days after the decision or thirty-five (35) days after he/she has first met with the Board or Board Committee, whichever is sooner, present a request in writing to the President of the Association, the Chairman of the Professional Rights and Responsibilities Committee and the Board to submit his/her grievance to arbitration.

b. If the Association determines and indicates in writing that the grievance is meritorious and submitting it for arbitration is in the best interests of the school system, then within ten (10) days after such a written request for arbitration, it may submit the grievance to arbitration by so notifying the Superintendent in writing. The Superintendent and the President of the Association shall, within five (5) days after such written notice, attempt to select by mutual agreement a single arbitrator who is an experienced and impartial person of recognized competence in labor arbitration. If the parties are unable to agree on an arbitrator within five (5) days, the Association shall immediately submit the demand for arbitration to the American Dispute Resolution Center, Inc., (ADRC) in accordance with its administrative procedures, practices and rules. Alternatively, if the parties mutually agree, the Association shall submit the demand for arbitration to the American Arbitration Association (AAA) in accordance with its administrative procedures, practices and rules.

c. Any arbitration proceedings regarding the grievance shall be conducted in accordance with the labor arbitration rules of the AAA or ADRC, as applicable.

d. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law which violates the terms of this Agreement. The arbitrator shall have no authority to add to, delete from or otherwise modify the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and to the Association and shall be final and binding except as provided by law.

e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.

D. **Rights of Teachers to Representation**

1. Any teacher may be represented at any stage of this grievance procedure by the Association.

2. The Association may, if it so desires, call upon the professional services of the Connecticut Education Association and/or legal counsel for consultation, representation, and assistance at any stage of the procedure. The Board may, if it so desires, call upon the professional services of legal counsel for consultation, representation, and assistance at any stage of the procedure.

E. **Miscellaneous**

1. No reprisals of any kind shall be taken by the Board or by any member of the administration or by the Association or teacher against anyone by reason of participation in the grievance procedure.

2. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may, at the request of such group or class of teachers and at the request of the aggrieved teacher(s), submit such grievance in writing directly to the Superintendent, and the processing of such grievance shall be commenced at Level Two.

3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant(s).

4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be provided by the Board and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

6. Any decision, course of conduct or other action which becomes the subject of a grievance shall not be stayed pending the processing of the grievance except with the written consent of the Superintendent or the Board.

7. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

8. The Board reserves to itself the right to review and amend any decision made at any lower level provided notice of such action is given to the aggrieved

teacher and all parties in interest within thirty (30) days and the aggrieved teacher and all parties in interest are given an opportunity to be heard by the Board.

9. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder shall be pursuant to the foregoing grievance and arbitration procedure; provided, however, that nothing contained herein shall deprive any teacher of any legal right which he/she presently has, including, but not limited to, any causes of action seeking damages or other remedies that cannot be granted by an arbitrator under the terms of this Agreement.

ARTICLE V
WORKING CONDITIONS

A. **Class Size**

1. Class sizes shall be in accordance with the following:

High School:

Honors:	twenty-eight (28) students
Level One:	twenty-eight (28) students
Level Two:	twenty-eight (28) students
Level Three:	twenty (20) students
Combined Level Two and Level Three:	twenty-two (22) students
If no Level Three is offered in a course, Level Two:	twenty-two (22) students

Middle School:

Advanced:	twenty-eight (28) students
Comprehensive:	twenty-two (22) students

If a Level Three, Comprehensive, Combined Class or Combined Level is co-taught, the maximum class size shall be increased by two (2) students.

2. No teacher shall, at any given time, be assigned the classroom responsibility of more than one hundred twenty-five (125) pupils.

3. No school counselor shall, at any given time, be assigned the responsibility of more than two hundred twenty (220) counselees.

4. No teacher shall have the responsibility of more than sixty (60) students in a study hall.

5. In unusual circumstances, the class size or the total class teaching load may be modified.

Such modification may only be implemented if the Superintendent and the Building Administrator reasonably determine that the modification is necessary and notify the Association and the teacher involved.

In the event of a modification, the affected teacher shall receive no additional compensation.

6. The foregoing standards are subject to modification for educational purposes in such special and/or experimental classes as the following: physical education, music, large-group instruction, independent study, etc.

7. Courses meeting fewer than four (4) times a week shall not be subject to the provisions of Article V, A. 2. above regarding co-taught classes. Under the 8 drop 2 schedule, courses meeting fewer than three (3) times per four (4) day rotation shall not be subject to the provisions of Article V, Section A. 2. above regarding co-taught classes.

B. Meetings

1. All teachers may be required to attend up to three (3) professional meetings beyond the contractual work day per month, and up to one (1) additional meeting beyond the contractual work day per marking period as may be necessary, as part of their professional teaching responsibilities. Such meetings generally shall not last more than one and one-half (1½) hours. This limitation shall not apply to Department Heads, Team Leaders and Content Leaders.

2. In addition to the meetings referenced in Section B.1, special meetings may be called by a Building Administrator or the Superintendent. Special meetings are for emergencies or other matters requiring immediate attention before the next applicable regularly scheduled meeting. Special meetings can be either for the full faculty or for groups of teachers (e.g. - the teachers in a particular subject area). Such meetings shall start five (5) minutes after student dismissal and shall not be longer than one (1) hour in length.

3. The Administration agrees to reserve one afternoon after the contractual work day per month for the purposes of Association meetings. The Superintendent and the Association President shall confer prior to the end of each school year regarding the day to be reserved during the following school year. The parties agree that the reserved day shall not be a Friday.

C. **Teaching Duties**

1. All teachers' regular schedule shall have at least one (l) preparation period per day during which he/she shall not be assigned any duties. If due to a change in a school's schedule or due to unforeseen circumstances, a teacher is not provided with his/her regular preparation period, his/her schedule will include an average of at least one (1) preparation period per day with the current or subsequent rotation.

2. a. **Emergency Coverage** -

(1) If available, a substitute teacher shall be used.

(2) If a substitute teacher is not available, the Building Administrator may secure coverage by releasing a teacher from his/her non-teaching assignment. In doing so, prudent safety considerations must be observed at all times. Teachers who are released from a non-teaching assignment and assigned to cover a class shall be compensated at the rate of $34.39 per period in 2018-19, $34.82 per period in 2019-20 and $35.17 per period in 2020-21.

(3) If coverage cannot be obtained by step 2, the Building Administrator shall attempt to obtain coverage from the body of teachers who have that period assigned as a preparation period. Teachers who give up their preparation period shall be compensated at the rate of $34.39 per period in 2018-19, $34.82 per period in 2019-20 and $35.17 per period in 2020-21.

(4) If, after all teachers available for coverage under steps 2 and 3 have been solicited, no one voluntarily assents to cover the class, the Building Administrator shall designate a specific teacher to assume the coverage responsibility. Teachers required to give up their preparation period will be compensated at the rate set forth in Section 2.a.3 above. A teacher who has six (6) assigned classes that day shall not be required to cover a class in his/her seventh period.

(5) A teacher who is assigned to cover a homeroom or less than half a period shall be compensated at half the applicable above rate.

(6) In all cases, every effort shall be made to ensure that the mandating of class coverage is done in a fair and equitable manner.

(7) In cases where the Administration assigns students to the media center for supervision by the media specialist, the provisions in this Agreement regarding compensation for coverage of classes shall not pertain. The parties recognize that it is not the district's practice to expect the media specialist to instruct such students when they are assigned to the media center for supervision. Further, both parties recognize that it is not the district's practice to use the media center for supervision of full-sized classes when a substitute teacher is not available to cover such classes. In the event that the district modifies the practices described in this paragraph, the parties will bargain over any impact for which impact bargaining is required under the Teacher Negotiations Act.

2. b. **Coverage in Advance** -

(1) If a teacher incurs a protracted absence without sufficient time to plan lessons for the covering teacher, every effort shall be made to obtain a qualified substitute for coverage of class(es).

(2) If the absence of a teacher continues to the point where the education of the students is adversely affected, the Building Administrator may request coverage from volunteers within the department.

3. Teachers shall not be required to teach more than two (2) subjects nor make more than three (3) teaching preparations within said subject at any one time. Different track or group levels are not considered different teaching preparations. Exception to this requirement may be made with the agreement of the teacher concerned and prior notification to the Association, provided there is compensatory adjustment of the teacher load through modification of other assignments. Every effort shall be made to ensure that each full-time teacher's schedule shall contain at least one exact duplication of course and level.

4. No teacher shall be assigned more than an average of five (5) teaching periods per day with a maximum of fifty (50) teaching periods in any two (2) week span. In unusual circumstances, teaching periods may be modified only if the Superintendent and the Building Administrator determine such modification is necessary and notify the teacher involved. The teaching of a sixth class shall be the exception, and not the norm. A teacher may accept such modification provided the following conditions are met:

a. The Board must post and provide equal opportunity for current staff members to teach the additional class.

b. If no qualified current staff member expresses a desire to teach the additional class, then the Board shall advertise externally for the position.

c. The teacher will teach the 6th class in lieu of a duty.

d. The teacher will be compensated at a rate of $57.94 per period of instructional time in 2018-19, $58.66 in 2019-20 and $59.25 in 2020-21. If the teacher teaching the sixth class is absent for up to five (5) consecutive days, the teacher will still receive the per diem payment. If the absence exceeds five (5) consecutive days, the payment will not apply during the period of absence.

e. The Association will be notified when a current staff member is selected to teach an additional class.

5. The following conditions will apply to the 8 drop 2 schedule at Amity Regional High School:

a. All teachers with the exclusion of laboratory-science and physical education teachers shall not be assigned more than four (4) teaching sessions per day with a maximum of fifteen (15) in a four (4) day rotation. Exceptions to this may be made by agreement between the Superintendent, the Building

Administrator, the Association and the individual teacher in the following manner: A teacher may teach five (5) classes in a given day with a maximum of fifteen (15) in a four (4) day rotation if on the day in which the teacher has four (4) teaching sessions, he/she is assigned an additional preparatory session in lieu of a duty session.

b. Any laboratory-science or physical education teacher may be assigned sixteen (16) teaching sessions in a four (4) day rotation. For laboratory science teachers, one laboratory session per class will be assigned per four (4) day rotation. When sixteen (16) teaching sessions in a four (4) day rotation are assigned, one (1) duty session per four (4) day rotation and one (1) additional preparatory session per four (4) day rotation shall be assigned.

c. In unusual circumstances, teaching assignments may be modified from Article V Section C(5)(a) and (b) only if the Superintendent, the Building Administrator, the Association, and the individual teacher all agree with the assignment. Any modifications shall be the exception and not the norm.

i. If it becomes necessary for a teacher to be assigned more than the teaching load as defined in Article V Section C (5)(a) and (b) above, the following conditions must be met:

1. The Board must post and provide equal opportunity for current staff members to teach the additional class.

2. If no qualified current staff member expresses a desire to teach the additional class, then the Board shall advertise externally for the position.

3. The teacher will teach the extra session in lieu of a duty/PLC session.

4. The teacher will be compensated at a rate of $76.79 per period of instructional time in 2018-2019, $77.75 per period of instructional time in 2019-2020 and $78.53 per period of instructional time in 2020-2021. If the teacher teaching the extra session is absent for up to five (5) consecutive days, the teacher will still receive the per diem payment. If the absence

exceeds five (5) consecutive days, the payment will not apply during the period of absence.

D. **Non-teaching Duties**

The Board and the Association recognize that the best operation of the schools must involve the cooperative participation and support of the Board, administration, special staff, and instructional staff. Teachers may therefore be expected to be concerned with the general conduct and good order of the schools both in and out of the classroom and to provide support and assistance to the administration in providing an atmosphere conducive toward good education. Accordingly, when feasible, teachers are expected and shall be on duty in corridors during passing time to promote a safe and positive school climate.

1. Teachers shall have a duty-free lunch period equivalent to the length of the students' lunch period.

2. Non-teaching personnel should be employed to relieve the teachers, where feasible, of non-teaching assignments in order that the teachers' time may be more effectively and productively used for instructional activities and preparation.

3. No teacher shall be asked to patrol a school parking lot.

4. After considering volunteers and operational needs, the assignment of cafeteria duty may be done on a rotating basis. The administration will ensure that there is adequate adult supervision in the cafeteria during lunch periods.

E. **Extracurricular Duties**

The Board and the Association recognize the value of extracurricular activities to the student. It is therefore expected that when a teacher's special skills and/or interests are appropriate to a student activity, the teacher may volunteer or agree to direct such activity on a one (1) year basis. Additional compensation shall be made where such sponsorship regularly requires considerable time beyond established working hours. Such additional compensation shall be made in accordance with Appendix C.

F. **Parent Conferences**

1. All teachers shall be available to meet with parents during parent conference periods, as set forth under Article V, Section F. 2 as well as other times during, before or after the school day within the teacher work day in order to provide parents with an opportunity to meet with the teacher.

2. There shall be four (4) evening parent conference periods at the middle schools and three (3) evening parent conference periods at the high school beyond the contractual teacher work day, each being no more than two and one-half (2½) hours in duration, with two (2) such parent conference periods after the first marking period and two

(2) additional parent conference periods at the middle schools and one (1) additional evening parent conference at the high school to be scheduled by the Superintendent.

Additionally, there shall be one (1) parent conference period at the middle schools and one (1) parent conference period at the high school on early release days.

Conference periods on early release days shall be no more than two and one-half (2½) hours in duration and begin thirty (30) minutes after student dismissal.

All parent conference periods shall be scheduled by appointment. The Superintendent shall be responsible for establishing dates and times of parent conference periods.

In the event that the Board increases the number of evening parent conference periods held after the contractual work day to more than the number of evening parent conference periods set forth above for the applicable schools and/or increases the length of such evening parent conference periods beyond two and one-half (2½) hours (or two and one-half (2½) hours on early release days), the parties will bargain over any impact for which impact bargaining is required under the Teacher Negotiations Act.

G. **Part-Time Teachers**

1. A part-time teacher is any teacher working less than full-time. Such part-time teacher's teaching load shall be determined on a pro rata basis of a full-time teacher's assignment. The part-time teacher's responsibilities shall include: extra help, faculty meetings, department meetings and teacher-only day at no additional remuneration. If a part-time teacher is directed by an administrator to attend a full-day professional development day, the part-time teacher shall be paid for the portion of the day he/she is directed to attend.

2. Part-time teachers hired after the 1995-1996 school year with either one-half (½) or a greater fraction of a full-time assignment shall be eligible for benefits on a pro-rata basis. Such teachers shall be assigned monitorial duties as determined on a pro rata basis of a full-time teacher's assignment.

Teachers hired prior to or during the 1995-1996 school year in a position of either one-half (½) or a greater fraction of a full-time assignment and who continue in such assignment shall receive full benefits.

Teachers who in the future may be involuntarily reduced to either one-half (½) or a greater fraction shall receive full benefits for no more than two (2) years from the date of the involuntary reduction.

3. Part-time teachers shall be responsible for meeting with parents at conference times.

4. A reasonable effort shall be made to schedule part-time teachers with less than one-half of a full-time teacher's assignment so their classes are contiguous.

H. Special Activities

1. Teachers will actively support and participate in specific Board-approved and designated activities designed to promote parent and community understanding of the school program. An example of such an activity is "Back-to-School Night."

2. Whenever teachers are required to return in the evening for affairs such as "Back-to-School Night" and parent conferences, teachers may leave school during the day at the time of student dismissal.

3. Teachers should participate constructively in the local PTSO or comparable organization to the end that these parent-teacher organizations will be a vital link between school and community.

4. The Board shall pay the federal rate of reimbursement for mileage incurred when the teacher's automobile is used for school travel which has been approved in advance by the Building Administrator.

5. Any teacher participating in the After-School Guided-Study Program shall be compensated $62.51 per session for instructional time in 2018-19. Effective at the beginning of the 2019-20 contract year, the rate shall be increased to $63.29 per session, and effective at the beginning of the 2020-21 contract year, the rate shall be increased to $63.92 per session.

6. Any teacher proctoring the After-School Extended Detention shall be compensated $62.51 per session for instructional time in 2018-19. Effective at the beginning of the 2019-20 contract year, the rate shall be increased to $63.29 per session, and effective at the beginning of the 2020-21 contract year, the rate shall be increased to $63.92 per session.

7. Any teacher proctoring the Saturday School shall be compensated $93.76 per session in 2018-19. Effective at the beginning of the 2019-20 contract year, the rate shall be increased to $94.93 per session, and effective at the beginning of the 2020-21 contract year, the rate shall be increased to $95.88 per session.

8. Compensation for homebound instruction shall be at the rate of $36.85 per hour for 2018-19. Effective at the beginning of the 2019-20 contract year, the rate for homebound instruction shall be increased to $37.31 per hour, and effective at the beginning of the 2020-21 contract year, the rate for homebound instruction shall be increased to $37.68 per hour.

I. Career Alternatives

The school system shall make available, through the Career Center, Staff Development Program and/or other means, testing, counseling and possible positions in alternative careers for those staff members facing Reduction In Force or other termination

or considering leaving education as a career. Use of these resources by staff shall be accomplished so as not to interfere with the needs of students.

J. **Impact Statement**

The salaries set forth in this Agreement shall be based on a work year for teachers consisting of one hundred eighty five (185) days. The total number of work days shall include up to four (4) non-instructional days.

In addition to the work year set forth above, the work year for teachers new to the district shall include two (2) required orientation sessions as scheduled by the Administration and four (4) after-school meetings of up to ninety (90) minutes to be scheduled by the Administration, with no additional compensation for such days.

The length of the workday will normally be seven (7) hours and fifteen (15) minutes. Within the normal school day, the teachers are entitled to a duty-free lunch period equal to the length of the students' lunch period and, except as set forth under Article V, C. 1., one (1) period of preparation time equal to the length of an instructional period. The remaining time will be utilized for other educational activities and duties as assigned by the Administration. If the Board expands the normal workday beyond seven (7) hours and fifteen (15), or the work year set forth above, the parties will bargain over any impact for which impact bargaining is required under the Teacher Negotiations Act.

If the Board increases the classroom instructional time beyond two hundred sixty (260) minutes per day or above an average of two hundred sixty (260) minutes per day in the 8 drop 2 schedule, or if the Board eliminates the early release days scheduled on the day before the Thanksgiving holiday, the day before the December holiday vacation, or the last day of school, the parties will bargain over any impact for which impact bargaining is required under the Teacher Negotiations Act. In the event no agreement is reached, a resolution of the issue shall be determined under the provisions of Connecticut General Statutes Section 10-153f (e).

ARTICLE VI
LEAVE

A. **Sick Leave**

1. All teachers for whom the Association is the negotiating agent shall be granted annually fifteen (15) days of sick leave with full pay. Such sick leave to be accumulated annually without limitation for a teacher hired for a bargaining unit position covered by this Agreement on or before July 1, 2004.

For any teacher hired for a bargaining unit position covered by this Agreement after July 1, 2004, the maximum accumulation shall be one hundred eighty-five (185) days.

A teacher may use sick leave for:

(a) personal illness;

(b) the birth or adoption of his/her child. For such purposes, a teacher may use up to five (5) sick days per contract year;

(c) an illness or injury to a member of his/her immediate family (as defined below). For such purposes, a teacher may use up to an aggregate of seven (7) sick days per contract year; or

(d) a critical illness (as defined below) of family members (including immediate family members) with prior approval of the Superintendent of Schools. The number of days permitted under this subsection shall be determined by the Superintendent of Schools.

"Immediate family" is defined as the teacher's parent, child, spouse and domestic partner.

"Domestic partner" is defined as two adults of the same or opposite sex who are not related by blood, who have lived together continuously for at least five (5) years and plan to do so indefinitely, who reside at the same address, who are mutually responsible for their common welfare, basic living expenses and financial obligations to third parties (and are otherwise financially interdependent) and who maintain no other domestic partnerships, marriage and are not legally separated from anyone else.

"Critical illness" is defined as a life threatening condition.

Note: "Annual," as used here and in other leave provisions, has reference to the school year rather than the calendar year.

The Superintendent shall have the right to request a note from the treating physician to ascertain the validity of either a critical illness to a family member or if the employee is out for five (5) consecutive days for an illness or injury to an immediate family member.

2. For absences because of illness beyond accumulated sick leave, a daily deduction equal to the substitute teacher's pay may be requested for a period of sixty (60) school days or until the end of the school year whichever occurs first. The request shall be made of the Superintendent in writing, and the decision shall be final.

3. For all absences because of illness, teachers shall record such absences on the employee attendance system.

4. In case of an illness beyond five (5) but less than eleven (11) consecutive school days, a teacher shall provide, at his/her expense, a statement from the physician who is treating the teacher for the illness causing the absence indicating the nature of the illness and the teacher's fitness to return to teaching duties.

In case of an illness beyond ten (10) consecutive school days, the Superintendent may request that a teacher provide a statement from either the physician who is treating the teacher for the illness causing the absence or a physician selected by the Board (at Board expense), indicating the nature of the illness and the teacher's fitness to return to teaching duties; provided, however, that the Board shall not be obligated to bear the expense of more than one (1) such doctor's statement with respect to any one (1) teacher per academic year.

5. The number of unused sick days for each teacher shall be set forth in the employee attendance system as well as posted on the teacher's bi-weekly paycheck.

6. Upon retirement under the Connecticut State Teacher Retirement System, or death, a teacher hired prior to July 1, 1989, or his/her estate shall be paid for one-half of up to his/her accumulation ceiling of unused sick days. Upon retirement under the Connecticut State Teacher Retirement System, or death, a teacher hired after June 30, 1989, or his/her estate shall be paid for one-quarter of up to his/her accumulation ceiling of unused sick days. A teacher hired after June 30, 1993, shall not be paid for his/her unused sick days under Article VI, A 6-7. All teachers shall be allowed to rebuild to their accumulation ceiling should they drop below that ceiling after having reached it. The cap on sick leave accumulation for retirement purposes has no effect upon the unlimited accumulation of sick leave, as provided in Article VI, A-1, to be used in cases of teacher illness.

a) The accumulation ceiling for those teachers hired for the 1986-87 school year and thereafter shall be one hundred fifty (150) days.

b) The accumulation ceiling for those teachers on staff prior to July 1, 1986, shall be one hundred eighty five (185) days unless the provisions of Article VI, A-6c apply.

c) The accumulation ceiling for those teachers who had accumulated more than one hundred eighty five (185) unused sick days prior to July 1, 1985, shall be the number of days attained as of July 1, 1985.

d) To be eligible for such payment, the teacher must have been in the service of the Board for at least fifteen (15) consecutive years or have died. This sum of money is to be computed at $1/185^{th}$ for each day of the teacher's salary as of June 30, 1994.

e) All teachers' compensation for sick leave pay shall be computed at $1/185^{th}$ for each day of the teacher's salary and capped as of June 30, 1994, and shall not increase after that date. Teachers whose sick leave balance drops below the 1994 level shall be compensated for the number of days actually available at retirement. This compensation shall be calculated at the 1994 salary level and based on the number of days actually available upon retirement. Sick leave balances may fluctuate according to individual usage. In no case shall the level of compensation exceed the cap of 1994 ($1/185^{th}$ times 1994 salary times number of days for each teacher).

f) The term "salary," as used in Article VI, A-6, as it relates to guidance, media teachers and school psychologists, shall be the amount paid to the teacher that is listed on Appendix B, Salary Schedules for Teachers, for the appropriate year, as well as the additional pay provided the teacher under the Addendum to Appendix B, Salary Differential For Guidance, Media and School Psychologists. Together this amount is generally known as the teacher's annual salary and is the amount shown on the Teacher's Annual Salary Agreement. The salary as described herein, shall be used to compute the teacher's per diem rate of pay for unused sick leave, subject to the accumulation ceiling specified in the Agreement at Article VI, Section A-6 (a), (b) or (c). This provision shall apply only to counseling personnel and/or media personnel and/or school psychologists, whom the Board employs as teachers as of September 19, 2002.

7. Remuneration of such sum is to be paid according to the following options available to the teacher:

a) two (2) installments, July 1st and January 1st, immediately following retirement provided notice is given by December 1st of the current school year;

b) equal monthly installments spread over a two (2) to five (5) year period beginning July 1st of retirement year;

c) delayed, pending six (6) month notification of payment commencement.

Date of Notification: The teacher filing for retirement shall notify the Superintendent in writing by December 1st of the school year preceding retirement. In the event of a pending contract settlement, such notification date shall be extended to fifteen (15) days beyond the settlement date reached via negotiations, mediation or the date of the issuance of an arbitration award, whichever is latest.

The condition of death naturally eliminates any requirement of prior notification or to make selection from among the above options by members of the estate. This sum of money is to be computed at 1/185th of the teacher's salary for each day of the teacher's salary as of June 30, 1994.

Survivorship Payments: Payments go to designated beneficiary in case of death or to the estate should no beneficiary have been designated. Such beneficiary shall be noted at time of retirement. Should the beneficiary desire to adjust receipt of payment to other alternatives noted above, he/she/they shall be granted such an option.

B. **Leaves of Absence**

1. Leaves of absence with pay and not chargeable against the teacher's sick leave allowance shall be granted subject to the formal approval of the Superintendent/designee for the following:

a. Personal or business leave: three (3) days annually for personal or business requirements which include such considerations as legal requirement,

marriage of a member of the immediate family, birth of the teacher's child and/or adoption of a child by the teacher, graduation of a member of immediate family, recognized religious holidays and emergencies which cannot be met on non-duty time. Applications for such leave must be entered using the district's personnel management software (including the category for the requested leave) and must be made as far in advance as practicable. The personal days may not be used before or after a school holiday or school recess without the permission of the Superintendent.

b. Each death of a family member (parent, child, husband or wife, brother or sister, parent-in-law): a maximum of five (5) days.

c. Each death of a grandparent, aunt, uncle, sister-in-law, brother-in-law or a person whose relationship to the teacher warrants such attendance: a maximum of one (1) day.

d. Absences from school to attend professional conferences are approved on an individual basis, and requests should be made to the Building Administrator well in advance. Reimbursements for expenses are also made on an individual basis.

e. Once a teacher arrives at school, the basis for leave deductions will be the number of hours that the teacher will be absent. For the purpose of these deductions, a day will be divided into the number of hours in the normal student school day for full-time (1.0) teachers.

2. Deductions for absences not provided for in this Agreement shall be made at the rate of $1/185^{th}$ of the teachers' annual salary for each day absent.

3. Whenever a teacher is absent from school as a result of personal injury or illness which is subject to workers' compensation and arising out of and in the course of his/her employment in Regional District No. 5, and he/she is receiving temporary total disability benefits, he/she shall be paid his/her full salary for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this section shall be reduced by the amount of any workers' compensation benefits received for temporary total disability benefits due to the said injury/illness for the period for which such salary is paid.

Whenever a teacher is absent from school as a result of personal injury or illness which is subject to workers' compensation and arising out of and in the course of his/her employment in Regional District No. 5, he/she has restricted duties and the Board does not have work available within the employee's restrictions, he/she shall be paid his/her full salary for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this section shall be reduced by the amount of any workers' compensation benefits received for temporary partial disability benefits due to the said injury/illness for the period for which such salary is paid.

The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the

teacher is temporarily disabled from performing his/her duties, which shall serve as the employer's statutory right to an independent medical evaluation within the confines of the workers' compensation case.

C. Sabbatical Leave

Sabbatical leave shall be provided in accordance with the terms set forth in Appendix E.

D. Jury Duty

A teacher who is officially summoned for jury duty shall be paid the difference between the per diem salary which is currently received and the compensation received for jury duty. This principle shall apply only for those days when the teacher is actually serving as a juror. Whenever the teacher is on leave from jury duty, the teacher is expected to report to regular duties.

As soon as the teacher receives a juror questionnaire for completion, he/she should report this information to the Building Administrator and the Superintendent. Confirmation of serving jury duty must be submitted to the Building Principal and the Superintendent upon completion of jury duty.

E. Leave for AEA President

The Board agrees to release the AEA President from one teaching period per day or one-fifth (1/5) of a regular teaching load per day in the "8 drop 2 schedule" in order to carry out AEA responsibilities. In the event that the President works in a school that uses a rotating schedule, or the President has a non-traditional teaching schedule, every reasonable attempt will be made to provide the President with one (1) AEA period/session every full school day. The AEA agrees to reimburse the Board at the rate of one-fifth (1/5) of the AEA President's per diem pay in connection with such release.

F. Recording of Leave

A teacher shall record all absences he/she initiates in the electronic employee attendance system.

ARTICLE VII
PERSONNEL: ASSIGNMENTS AND PROMOTIONS

A. Additional Personnel and Promotions

1. When school is in session, all openings for teaching, administrative, guidance, and Appendix C and D positions shall be publicized via school email and copied, via email, to the Union president. Such notification shall be made as far in advance as possible and in no event fewer than ten (10) school days before the final date applications

are due. Teachers who desire to apply for such openings shall submit their applications in writing to the designee set forth in the notice within the time limit specified in the notice.

2. During the summer, notice shall be sent by e-mail (using the teachers' Amity e-mail addresses) to all teachers listing all current vacancies in the system. Prior to August 1st, the closing date for applications for these positions shall be a minimum of ten (10) business days from the posting date. On or after August 1st, the closing date for applications for these positions shall be a minimum of five (5) business days from the posting date. Application shall be made in writing.

3. If, in the determination of the Superintendent, the qualifications of applicants are substantially equivalent, preference shall be given to qualified teachers employed by the Board.

4. Appointment shall be made without discrimination in regard to any area protected by law except where bona fide occupational qualifications exist necessitating such considerations.

5. Notwithstanding the foregoing, vacancies may be filled without following the foregoing procedure where the timing or the urgency of the situation makes the procedure of paragraphs Article VII, A-1 and A-2 impracticable.

B. **Teaching Assignments**

1. The assignment and transfer of teachers within the school system is the responsibility of the Superintendent. Assignment shall be made only after giving good faith consideration to the requests and desires of any teacher concerned.

2. Building Administrators or their designees shall notify teachers electronically via email or in writing of their tentative programs for the coming year, including the school(s) to which they shall be assigned, the grade(s) and subject(s) that they will teach, and any special classes they will have, as soon as practicable and no later than the close of school in June.

3. Building Administrators or their designees shall notify teachers through a personal conference or in writing of any changes made over the summer in their tentative schedules as soon as these changes are effected.

4. Changes in teaching assignments during the school year shall be made only after a prior personal conference with the individual teacher(s) involved.

5. Assignment of teachers to more than one building will only be made to meet operating needs.

C. **Transfers**

1. The Annual Instructional Staff Survey Form shall be distributed by January 1. Individual teachers shall use this Form to indicate preferences of assignment. It shall be returned to the Superintendent's office by January 15th.

2. When a transfer of a teacher in the school system is necessary, volunteers shall be given first consideration. See procedures in Article VII, A-1 and A-2.

3. When a teacher is transferred involuntarily, such transfer shall be to a comparable position. In deciding which teacher shall be transferred involuntarily, the following factors shall be utilized: a) seniority; b) teaching experience within the discipline; c) building needs; d) academic preparation and qualifications. Before making the decision on which teacher(s) shall be transferred, the Superintendent/designee shall consult the department heads of the departments and/or Middle School Building Administrators involved in determining who will be involuntarily transferred.

4. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent/designee, at which time the teacher shall be notified of the rationale for his/her transfer. An Association representative shall be present if requested by the teacher.

D. **Traveling Teacher**

1. Each traveling teacher shall be guaranteed a preparation period daily.

2. When it is necessary for a traveling teacher to attend Back-to-School Night in the High School and the Middle School, he/she shall be compensated for one of the two nights.

3. A traveling teacher shall have no more parent conference time at the regularly scheduled conference periods than other teachers.

4. If make-up and extra-help sessions extend the traveling teacher's work day beyond that of other teachers, the teacher shall be paid at an hourly rate based on his/her per diem salary for the time.

5. Traveling teachers shall be reimbursed for mileage at the IRS rate for any required driving between school buildings within the district in fulfillment of their teaching duties.

6. Traveling teachers shall not be required to perform any non-teaching assignment in addition to their classroom-related responsibilities.

7. When it becomes necessary to assign a teacher to travel, volunteers shall be given first consideration. See procedures in Article VII, A-1 and A-2.

8. In deciding which teacher shall become a traveling teacher, the following factors shall be utilized: a) seniority; b) teaching experience within the discipline; c) building needs; d) academic preparation and qualifications. Before making the decision on which teacher(s) shall be traveling teachers, the Superintendent/designee shall consult the department heads of the departments and/or Middle School Building Administrators involved in determining who will be traveling.

9. An involuntary assignment to travel shall be made only after a meeting between the teacher involved and the Superintendent/designee at which time the teacher shall be notified of the rationale for his/her transfer. An Association representative shall be present if requested by the teacher.

E. **Staff Reduction**

1. This section deals with the method to be followed regarding Reduction In Force among the certified staff of the Amity Regional system. Further, this section recognizes those portions of the Connecticut General Statutes that apply to Reduction In Force.

2. In the event it becomes necessary to lay off teachers, it shall be done in the following order: (1) voluntary retirement, transfers and terminations; (2) teachers rated below standard for two (2) years during a three (3) year period or developing for two (2) consecutive years or a combination of below standard and developing for two (2) years during a three (3) year period; (3) certified non-tenured teachers; (4) certified tenured teachers.

3. Should it become necessary to lay off certified non-tenured teachers, the procedure spelled out in Article VII, Section E-4 below shall be followed whenever two or more teachers in the non-tenured pool have equal seniority based on the date hired by the Board.

4. Should it become necessary to lay off certified tenured teachers, the following system shall apply:

a. All tenured teachers who are teaching in the area(s), program(s) or department(s) in which positions are to be eliminated shall comprise a staff pool from which necessary terminations shall stem. There shall be established a review committee whose membership shall consist of the Superintendent and two (2) administrators chosen by him/her. Where possible, the two (2) administrators shall not have any teachers under their supervision who are in the above-described staff pool. Two (2) members of the Association shall be appointed by the President of the Association as observers in each and every stage of the review committee procedure. The review committee shall assign a point total to each teacher under consideration for the position elimination as follows:

(1) One (l) point for each year of continuous unbroken experience as a certified professional employee of the Board. For the purpose of accrediting part-time service, a teacher shall be credited: (i) one (1) point for each year employed in a

position at a salary rate of fifty percent (50%) or more of the salary rate of such position if it were full-time; (ii) one (1) point for each two (2) years employed in a position at a salary rate from twenty-five to fifty percent (25-50%) of the salary rate of such position if it were full-time; and (iii) one (1) point for each three (3) years employed in a position at a salary rate of less than twenty-five percent (25%) of the salary rate of such position if it were full-time. Time spent away from the Amity system with Board approval (i.e., illness, sabbatical, etc.) will be counted as actual service within the Amity system, unless otherwise stipulated in this Agreement.

(2) One-half (½) point to a maximum of two (2) for the following degrees or their equivalent: B.A./B.S. = 1/2 point, M.A./M.S. or B.A./B.S. +30 = ½ point, Sixth-Year Certificate = ½ point, Ph.D. = ½ point.

(3) One-half (½) point per year for full-time teaching experience outside of Amity or broken service within the Amity system, up to a maximum of three (3).

(4) One (1) to three (3) points based on the evaluation of classroom performance, contents of the teacher's file and the evaluations and recommendations of Building Administrators and administrative staff who have supervised the teacher.

b. The identification of the tenured teacher(s) to be terminated because of the reduction in staff shall be determined in accordance with the total number of points assigned. The teacher with the fewest points shall be terminated first and the teacher with the highest number of points shall be terminated last. If the point total of two or more teachers is equal, then the teacher with the shortest period of continuous contractual experience at Amity shall be terminated first.

5. A more senior teacher from a particular department shall be allowed to replace a less senior teacher in a different department only if one or more of the following conditions are met:

a. The teacher moving into a new department is certified in that area.

b. The teacher being replaced is non-tenured.

6. School administrators shall make every effort to give dually certified teachers, who volunteer, the opportunity to teach in those areas of certification. Under no circumstances may staff positions be eliminated in order to allow dually certified teachers the opportunity to gain experience in a particular area. Teachers voluntarily electing to use this opportunity may be required to make an additional preparation and/or teach an additional subject. This agreement shall be made on a yearly basis.

7. Tenured teachers selected for staff reduction shall be notified in accordance with the provisions set forth in Section 10-151 of the Connecticut General Statutes, as amended.

8. If the contract of employment of a tenured teacher is terminated because of elimination of position, the name of that teacher shall be placed on a "reappointment list" and remain on said list for a period of two (2) years. If a position becomes open during such period, and the teacher has been selected by the Board as a person on the reappointment list who is certified and qualified to hold that position, then the teacher shall be notified in writing by registered mail, sent to his/her last mailing address, at least thirty (30) days prior to the anticipated date of reappointment where possible. Teachers shall be recalled in their inverse order of layoff to positions for which they are certified and qualified. The teacher shall accept or reject an appointment in writing within seven (7) calendar days from the date of the recall letter. If the teacher rejects the appointment offer or does not respond according to procedure within seven (7) calendar days, the name of the teacher shall be removed from the recall list and he/she shall forfeit all such recall rights.

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

10. In the event of recall, the teacher shall be placed on the salary schedule at the level he/she attained at the time of termination, unless the position which the recalled teacher fills specifically pays a lesser compensation.

11. Nothing herein shall be construed or interpreted to require the promotion of a teacher to a position of higher rank, authority or compensation. Any teacher not recalled prior to the expiration of recall rights set forth above shall have no remaining rights under this provision.

ARTICLE VIII
SALARIES AND BENEFITS

A. Salary base and extra assignment compensation of all bargaining unit personnel shall be in accordance with the schedules and other provisions set forth in Appendices B, C, and D attached hereto and made a part of this Agreement and with the provisions of paragraphs F, G, and H below.

B. **Salary Deductions**

1. The Board agrees to deduct from the salaries of its employees dues for the Association, the Connecticut Education Association, and the National Education Association as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Association. Teacher authorization shall be in writing on the form provided by the Association.

The Board agrees to deduct an annual service fee from the salaries of all non-Association employees in the bargaining unit and pay such fee to the exclusive bargaining representative of such employees. This annual service fee shall not be greater than the amount of dues uniformly required of members of the exclusive bargaining organization which represents the cost of collective bargaining, contract administration, and grievance adjustment.

The Association agrees to defend, indemnify, and hold harmless the Board against any and all expenses, liability suits, or claims which arise under this Article and/or from the Board's action in compliance with the provisions of this Article, including, but not limited to, any or all expenses involved in the termination of a teacher pursuant to this Article. The Board agrees that the Association shall assume the exclusive legal defense of any such claim or lawsuit. In assuming such defense of the Board's behalf, the Association shall hire and compensate legal counsel. Legal counsel hired by the Association shall confer with the Board or its representatives concerning the defense of the claim or lawsuit against the Board. The Association shall have the right to compromise or settle any claims or lawsuit against the Board under this section.

2. The Board agrees to deduct premiums for annuities, requested direct deposits and retirement from the salaries of individual members and to forward such monies to the appropriate parties, agencies, or individuals. This shall be in writing on a prescribed form.

3. Deductions from payroll checks shall be so apportioned across the school year that paychecks shall be as equal as reasonable business practices permit.

C. Each teacher shall be paid every other Friday (biweekly) beginning with the first Friday after the opening of school and concluding with the last scheduled day for teachers in the school year via direct deposit.

D. **Insurance**

The Board agrees to pay the amounts set forth in this section for individual, two-person or family coverage under the health insurance plan set forth below, and for the dental insurance described below, or for coverage under alternative plans as permitted under the following standard.

The Board shall have the right to change administrators/carriers/plans for any of the insurance benefits described in this Article, provided that the overall level of coverage provided, when considered as a whole, remains substantially comparable to the overall level of coverage in effect immediately preceding any such change.

The High Deductible Health Plan ("HDHP") described below shall be the insurance plan.

An eligible employee in the first year of his/her employment with the Board who is scheduled to commence work at the beginning of the school year shall be eligible to enroll

in a PPO Plan offered by the Board (as set determined by the Board) with a buy-up from the HDHP through December 31st of his/her first year of employment.

Such buy up shall be based on the dollar amount contributed by the Board toward the premium for the HDHP for the teacher's coverage level (single, two person or family coverage).

Effective January 1st of such employee's first year of employment, he/she shall be offered the HDHP.

1. **HDHP**

Effective in each contract year, the HDHP shall include the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	$2,000/$4,000	
Co-insurance	90%/10% after deductible up to cost share maximum	70%/30% after deductible up to cost share maximum
Cost Share Maximum (individual/aggregate family)	January 1, 2018 – December 31, 2018: $2,750/$5,500 (in network) January 1, 2019 – December 31, 2019: $2,750/$5,500 (in network) January 1, 2020 – December 31, 2020: $2,750/$5,500 (in network) $4,000/$8,000 (out of network)	
Lifetime Maximum	Unlimited	$1,000,000
Preventive Care (as defined by the medical plan administrator)	Deductible and co-insurance not applicable	30% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	Subject to co-insurance of 90%/10%	

In the event that an employee is ineligible for a health savings account ("HSA"), he/she shall be offered a health reimbursement account.

An employee shall receive a prorated contribution toward his/her HSA, if the employee: (a) is hired by the Board after the commencement of the applicable plan year; or (b) he/she elects health insurance after the commencement of the plan year due to a change

in status. The prorated amount of the contribution shall be based on the first day that the employee is covered under the plan through June 30th of the applicable contract year.

The Board will fund the following percentages of the applicable HDHP deductible amount (on a calendar year basis).

2018-19	50%
2019-20	50%
2020-21	50%

The Board's contribution toward the HDHP deductible will be deposited into the HSA accounts throughout the course of the year, on the Board's payroll dates. The parties acknowledge that the Board's contribution toward the funding of the HSA Plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed teachers. The Board shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment.

The following premium cost sharing provisions shall apply to teachers electing the HDHP during the term of this Agreement (on a contract year basis):

	Board	**Teachers**
2018-19	78%	22%
2019-20	77%	23%
2020-21	76%	24%

Commencing during the July 1, 2018 - June 30, 2019 contract year, on an annual basis, in the event that a teacher (and his/her spouse) on the Board's health insurance plan completes a health risk assessment (as set forth below), his/her premium share for the ensuing contract year shall be reduced by one percent (1%).

Accordingly, by way of example, in the event that the teacher and his/her spouse completes a health risk assessment during the July 1, 2018 through June 30, 2019 contract year, the teacher will receive a one percent (1%) reduction in his premium share contribution for the July 1, 2019 through June 30, 2020 contract year.

On July 1st of the subsequent contract year, the premium share set forth herein shall be in effect for the teacher. Accordingly, the reduction in the premium share by one percent (1%) shall be based on the then current premium share negotiated by the parties for the contract year in question, as set forth herein.

The information included on the health risk assessment will not be provided to the Board. The only information provided by the carrier to the Board is whether the health risk assessment was completed.

The health risk assessment shall be comprised of:

- An annual physical (that includes height and weight measurements in order to calculate the individuals body mass index (BMI) and any tests related to such physical including systolic and diastolic blood pressure, total cholesterol, HDL cholesterol and Glucose);

- An annual dental examination;

- A vision exam (in accordance with the frequency requirements of the health care provider);

- Women's Wellness (a mammogram and/or clinical breast exam in accordance with the age and gender based preventive care schedule in place through the Board's health insurance carrier); and

- Applicable cancer screenings (in accordance with the age and gender based preventive care schedule in place through the Board's health insurance carrier).

2. **Vision Care Rider 98**

The Board and the teachers shall pay the same percentages as set forth above for the HSA Plan toward the cost of the Vision Care 98 rider (which includes annual eye exams).

3. **Dental Insurance**

a. Base Plan

The Board and the teachers shall pay the same percentages as set forth above for the HSA plan toward the cost of the Blue Cross Full-Service Dental Plan, including Additional Basic Benefits Rider "A" and the Unmarried Dependent Child Rider Age 19 through 24.

b. Additional Riders

The Board shall provide the Blue Cross Dental Plan Additional Basic Benefits Rider B, C, D, at the individual, two-person or family coverage level, on a cost-share basis (50-50) of the premium.

4. **Section 125 Plan**

The Board will make available to the teachers a Section 125 Plan for payment of the following qualified expenses on a pre-tax basis, to the extent permitted by law:

a. Insurance premium contribution

b. Dependent care assistance

c. Supplemental medical expense reimbursement

5. **Life insurance**

The Board will provide life insurance at forty thousand dollars ($40,000.00) per employee. Staff may supplement group life insurance in even multiples of forty thousand dollars ($40,000.00) at own expense, through payroll deduction, in accordance with the eligibility requirements and standards set forth by the Board's carrier.

6. **Deductions for Tax-Deferred Plans**

To the extent permitted by law, the district will establish and maintain a Section 403(b) plan (with a Roth component) and a Section 457 plan, under which teachers may contribute a portion of their salaries into such investment plans, provided that the Board shall have no obligation to pay any out-of-pocket costs in establishing and/or maintaining such plans.

7. **Medicare-eligible retirees**

Upon retiring, when a teacher (or his/her spouse) becomes Medicare eligible, such retiree shall no longer be eligible for insurance under the Board's health insurance plan.

A teacher who is not eligible for Medicare (either due to not contributing toward Medicare or not having a spouse who is eligible for Medicare) shall continue to be eligible for coverage under the Board's plan.

The Board shall have no obligation to fund any portion of the HSA Plan deductible for retirees or other individuals upon the teacher's separation from employment.

8. **Hold Harmless**

The Association agrees to hold the Board harmless if the provisions of section 7 of this Article cannot be administered due to restraints imposed by the insurance carrier that are beyond the control of the Board.

E. 1. Teaching experience shall be recognized in placement and advancement on the salary schedule. Any teacher commencing employment on or before November 1 of a school year shall be considered to have completed a full year of employment in June of that year. In addition, the Board may, at its discretion, grant credit

in initial placement on the salary schedule for non-teaching experience which it determines to be related or beneficial to the individual's teaching assignment.

2. At the time of initial employment, a maximum of two (2) years' credit on the salary schedule shall be granted for two (2) or more years of full-time, active-duty military service.

3. Individual salary increases and increments are based on successful and satisfactory performance in the classroom and total environment of the school(s) to which the teacher is assigned.

4. Board policies providing for a sound system of evaluation and supervision and for the withholding of increment have been developed cooperatively and shall be reviewed periodically by the Joint Personnel Policies Committee of the Association and Board.

F. The salary schedule listed in this Agreement shall be interpreted and applied in accordance with the following definitions:

1. **Bachelor's Degree** - a Baccalaureate Degree received from an accredited college or university.

2. **Master's Degree** - A Master's Degree received from an accredited college or university.

3. **Sixth Year** - A Sixth Year program is defined as thirty (30) semester credits of graduate work beyond the Master's Degree or a sixty (60) credit or more Master's Degree program from an accredited college or university in a program approved in advance by the Superintendent that either enhances the teacher's skills in the teacher's discipline or leads to certification in a discipline that serves secondary education.

4. **Doctorate** - A Doctorate's Degree is defined as a Ph.D. or Ed.D. Degree received from an accredited college or university.

G. Recognition of an advanced degree status, Master's Degree, Sixth Year, second Master's Degree or Doctorate after formal employment shall be granted only upon the presentation of satisfactory evidence in the form of original transcripts for permanent retention in the files of the Board. All increments granted for the above advanced degrees shall be effective at the beginning of the contract year. To become effective at the beginning of the new contract year, credentials shall be based on work completed prior to August 31st and presented on or before October 1st of that year. For change of degree status to become effective on February 1st, credentials shall be based on work completed by January 1st and presented before February 1st. Credentials presented on or after February 1st shall be used in determining salary placement for the succeeding school year. Any anticipated change in degree status for compensation must be indicated by the teacher on the Annual Instructional Staff Survey Form issued the preceding school year.

H. Insurance for teachers on staff shall be effective as of July 1st. Insurance for new teachers on staff shall be effective September 1st, pending approval of insurance carrier.

I. **Early Notification of Resignation**

Any teacher who plans to resign his/her position effective June 30th of a school year will continue to be covered by group insurance until September 1st of the year of resignation.

J. In addition to salaries and Schedules C and D compensations, teachers having completed the following years of service to District No. 5 shall receive an additional compensation in accordance with the following schedule:

after 19-20 years .....$1,000.00 a year
after 21-24 years .....$1,500.00 a year
after 25 years and over.....$2,000.00 a year

Payment shall start with the twentieth (20th) year of service of the anniversary date of employment.

The longevity provision shall apply to any teacher who had completed no fewer than three (3) years of Amity service prior to July 1, 1996.

ARTICLE IX
DURATION

The contractual language provisions of this entire Agreement, including all Appendices, shall be effective as of July 1, 2018 and shall continue and remain in full force and effect to and including June 30, 2021 provided, however, in the event that the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, the parties agree to reopen this Agreement for the limited purposes of negotiated a substitute health insurance plan and premium share contributions.

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized and their seals affixed hereto, as of the date and year indicated.

AMITY REGIONAL BOARD OF EDUCATION

Dated Mar. 12, 2018

AMITY EDUCATION ASSOCIATION

Dated Mar 12, 2018

APPENDIX A

GENERAL LEAVE FOR PROFESSIONAL PERSONNEL

Item A **Background**

1. The Board recognizes that the district gains from granting the opportunity to its professional staff for engaging in challenging and stimulating educational endeavors beyond the confines of the classroom. It is the intent of this policy item therefore that approval of requests for such leave be given primarily for the best interests of the school district.

2. The Board acknowledges that the responsibilities of parenthood, adoption, care of spouse, or parent(s) may require a teacher to take a leave of absence for such purposes.

3. To these ends, the Board may grant an unpaid leave of absence for a school year or part thereof to a certified employee upon the recommendation of the Superintendent.

Item B **Procedures for Educational Endeavors**

1. The written application for a general leave of absence must be submitted to the Superintendent on or before January 15th of the school year immediately preceding the proposed leave. Notification of approval will be provided by March 15th. It is understood that these deadlines may be waived by the Board when fellowships, grants, or unanticipated opportunities arise at a later date.

2. An applicant must have served as a certified employee of Amity Regional School District No. 5 for a minimum of three (3) consecutive years immediately preceding application.

3. During a granted leave, an employee shall not be entitled to advancement on the salary schedule nor accumulation of sick leave.

4. The employee may have group insurance continued during the leave of absence at his/her expense and option.

5. A written statement of intent to return as an employee of the school district must be sent by registered mail to the Superintendent by March 1st of the school year during which leave of absence occurs. Failure to comply with this stipulation shall cause that teacher to lose the right to return under this plan.

6. An employee returning from a leave of absence granted under this policy shall be assigned an equivalent position to that which he/she held at the time the leave was granted provided his/her contract is not terminated.

Item C **Procedures for Parenthood, Adoption, Care of Spouse, Parent(s)**

1. The written application for a general leave of absence must be submitted to the Superintendent at least thirty (30) days in advance of when the need for such leave is foreseeable. However, when the urgency of general leave requires that the leave begin in less than thirty (30) days, the employee shall provide such advance notice of the requested leave as is practicable.

2. An applicant shall have served as a certified employee of Amity Regional School District No. 5 for a minimum of at least one (1) school year.

3. A written statement of intent to return as an employee of the school district must be sent by registered mail to the Superintendent by March 1st of the school year during which the leave of absence occurs. Failure to comply with this stipulation shall cause that teacher to lose the right to return under this plan. If the request for leave is made after March 1st, the application shall indicate the intended date of return as an employee of the school district for the following school year.

4. An employee returning from a leave of absence granted under this policy shall be assigned an equivalent position to that which he/she held at the time the leave was granted provided his/her contract is not terminated.

APPENDIX B

Amity Regional School District No. 5 Bethany • Orange • Woodbridge, CT

2018-2019 Teacher Salaries

Step	BA	MA	6th Year	PhD.
1	$45,928	$48,297	$50,076	$51,821
2	$48,036	$50,876	$52,705	$54,490
3	$50,240	$53,593	$55,472	$57,296
4	$52,547	$56,455	$58,384	$60,247
5	$54,958	$59,470	$61,449	$63,350
6	$57,481	$62,645	$64,675	$66,612
7	$60,119	$65,991	$68,071	$70,043
8	$62,879	$69,515	$71,645	$73,650
9	$65,765	$73,227	$75,406	$77,443
10	$68,784	$77,137	$79,365	$81,431
11	$71,941	$81,256	$83,531	$85,625
12	$75,243	$85,595	$87,917	$90,034
13	$78,681	$90,163	$92,573	$94,658

Two (2) steps have been added to the previous salary schedule. Additionally, step one (1) from the 2017-2018 salary schedule was removed, and each of the steps from the 2017-2018 salary schedule have been renumbered. Effective July 1, 2018, teachers will not move up one (1) step from their 2017-2018 step, except for:

- teachers who were on step 11 in 2017-2018 shall move up to step 12; and
- teachers who were on step 12 in 2017-2018 shall move up to step 13.

With respect to teachers hired during the period from July 1, 2018 through June 30, 2019, the following shall apply for purposes of placement on the salary schedule:

1 = 0–1 years previous experience
2 = 2 years previous experience
3 = 3-4 years previous experience
4 = 5 years previous experience
5 = 6-7 years previous experience
6 = 8 years previous experience
7 = 9-10 years previous experience
8 = 11 years previous experience
9 = 12-13 years previous experience
10 = 14 years previous experience
11 = N/A
12 = 15 years previous experience
13 = 16+ years previous experience

APPENDIX B (Continued)

Amity Regional School District No. 5 Bethany • Orange • Woodbridge, CT

2019-2020 Teacher Salaries

Step	BA	MA	6th Year	PhD.
1	$45,928	$48,297	$50,076	$51,821
2	$48,036	$50,876	$52,705	$54,490
3	$50,240	$53,593	$55,472	$57,296
4	$52,547	$56,455	$58,384	$60,247
5	$54,958	$59,470	$61,449	$63,350
6	$57,481	$62,645	$64,675	$66,612
7	$60,119	$65,991	$68,071	$70,043
8	$62,879	$69,515	$71,645	$73,650
9	$65,765	$73,227	$75,406	$77,443
10	$68,784	$77,137	$79,365	$81,431
11	$71,941	$81,256	$83,531	$85,625
12	$75,243	$85,595	$87,917	$90,034
13	$79,664	$91,291	$93,730	$95,841

In accordance with Article VIII, Section E. 3, effective July 1, 2019, teachers not at the maximum step shall move up one (1) step from their 2018-2019 step.

With respect to teachers hired during the period from July 1, 2019 through June 30, 2020, the following shall apply for purposes of placement on the salary schedule:

1 = 0 years previous experience
2 = 1-2 years previous experience
3 = 3 years previous experience
4 = 4-5 years previous experience
5 = 6 years previous experience
6 = 7-8 years previous experience
7 = 9 years previous experience
8 = 10-11 years previous experience
9 = 12 years previous experience
10 = 13-14 years previous experience
11 = 15 years previous experience
12 = N/A
13 = 16+ years previous experience

APPENDIX B (Continued)

Amity Regional School District No. 5 Bethany • Orange • Woodbridge, CT

2020-2021 Teacher Salaries

Step	BA	MA	6th Year	PhD.
1	$45,928	$48,297	$50,076	$51,821
2	$48,036	$50,876	$52,705	$54,490
3	$50,240	$53,593	$55,472	$57,296
4	$52,547	$56,455	$58,384	$60,247
5	$54,958	$59,470	$61,449	$63,350
6	$57,481	$62,645	$64,675	$66,612
7	$60,119	$65,991	$68,071	$70,043
8	$62,879	$69,515	$71,645	$73,650
9	$65,765	$73,227	$75,406	$77,443
10	$68,784	$77,137	$79,365	$81,431
11	$71,941	$81,256	$83,531	$85,625
12	$75,243	$85,595	$87,917	$90,034
13	$80,461	$92,203	$94,668	$96,800

In accordance with Article VIII, Section E. 3, effective July 1, 2020, teachers not at the maximum step shall move up one (1) step from their 2019-2020 step.

With respect to teachers hired during the period from July 1, 2020 through June 30, 2021, the following shall apply for purposes of placement on the salary schedule:

1 = 0 years previous experience
2 = 1 years previous experience
3 = 2-3 years previous experience
4 = 4 years previous experience
5 = 5-6 years previous experience
6 = 7 years previous experience
7 = 8-9 years previous experience
8 = 10 years previous experience
9 = 11-12 years previous experience
10 = 13 years previous experience
11 = 14-15 years previous experience
12 = 16 years previous experience
13 = 17+ years previous experience

ADDENDUM TO APPENDIX B
SALARY DIFFERENTIAL FOR GUIDANCE, MEDIA AND SCHOOL PSYCHOLOGISTS

Counseling Personnel

The base salary for each counselor (Guidance, Outreach, Career) shall be determined by his/her actual placement on the Salary Schedule for Teachers.

In addition to such base salary, each counselor may be accorded $4,321.00 for the 2018-19 school year if the workday for counselors is extended forty-five (45) minutes beyond the teachers' work day. Effective in 2019-20 this amount shall increase to $4,375.00 and in 2020-21 it shall increase to $4,419.00.

Each counselor will be notified prior to the start of the school year whether or not they will be scheduled for the extended forty-five (45) minutes. In the case where the extended day will be required of one or more but not all counselors, the administration will give good faith consideration to individual requests.

For work beyond the school calendar year, each counselor shall be paid on a per diem basis, computed at 1/185th of the individual total contracted salary for the current school year. Summer work hours for the counselors shall be the same as those established for the school calendar year.

All compensated work for counseling personnel beyond the school calendar year shall be approved in advance by the Building Administrator and the Superintendent/designee.

Media Specialists

The base salary for each media specialist shall be determined by his/her actual placement on the Salary Schedule for Teachers.

In addition to such base salary, each media specialist may be accorded $3,404.00 for the 2018-19 school year if the workday for media specialists is extended forty-five (45) minutes beyond the teachers' work day. Effective in 2019-20 this amount shall increase to $3,447.00 and in 2020-21 it shall increase to $3,481.00.

Flexibility in the scheduling of a media specialist's work day may be arranged by the Superintendent in consultation with the media specialist. Each media specialist will be notified prior to the start of the school year whether or not they will be scheduled for the extended forty-five (45) minutes. In the case where the extended day will be required of one or more but not all media specialists, the administration will give good faith consideration to individual requests.

For work beyond the school calendar year, each media specialist shall be paid on a per diem basis, computed at 1/185th of the individual total contracted salary for the current school year. Summer work hours for the media specialist shall be the same as those established for the school calendar year.

All compensated work for media specialists beyond the school calendar year shall be approved in advance by the Building Administrator and the Superintendent/designee.

SCHOOL PSYCHOLOGISTS

The base salary for each school psychologist shall be determined by his/her actual placement on the Salary Schedule for Teachers.

In addition to such base salary, each school psychologist may be accorded $4,877.00 for the 2018-19 school year if the workday for school psychologists is extended forty-five (45) minutes beyond the teachers' work day Effective in 2019-20 this amount shall increase to $4,938.00 and in 2020-21 it shall increase to $4,987.00.

Each school psychologist will be notified prior to the start of the school year whether or not they will be scheduled for the extended forty-five (45) minutes. In the case where the extended day will be required of one or more but not all school psychologists, the administration will give good faith consideration to individual requests.

For work beyond the school calendar year, each school psychologist shall be paid on a per diem basis, computed at $1/185^{th}$ of the individual total contracted salary for the current school year. Summer work hours for the school psychologist shall be the same as those established for the school calendar year.

All compensated work for school psychologists beyond the school calendar year shall be approved in advance by the Building Administrator and the Superintendent/designee.

APPENDIX C
STIPEND COMPENSATION SCHEDULE
DEPARTMENT HEADS – MIDDLE SCHOOL TEAM LEADERS – EXTRACURRICULAR ACTIVITIES

The parties recognize that the Board has the right to create and eliminate (or fill or not fill) positions in the District, as the Board deems appropriate. Accordingly, to the extent that the Agreement lists stipend positions in the Agreement, or indicates the number of positions currently in effect, such listings shall not affect in any way the Board's right to create or eliminate (or fill or not fill) stipend positions.

EXTRACURRICULAR ACTIVITIES	STIPEND 2018-2019	2019-2020	2020-2021
DISTRICT			
Chemical Hygiene Officer	$2,222.00	$2,250.00	$2,273.00
Staff Development Coordinator(s)	$912.00	$923.00	$932.00
Staff Development Trainer(s)	$442.00	$448.00	$452.00
Overnight Chaperone (per night) (if the trip arrives at the school after midnight it shall be considered overnight and the teacher(s) shall be eligible for the enumerated stipend)	$94.00	$95.00	$96.00
Tier 1 (> 400 hours)			
Director of Musical - Spring (HS)	$4,413.00	$4,468.00	$4,513.00
Tier 2 (>300 hours < 400)			
Asst. To Director of Musical - Spring (HS)	$3,277.00	$3,318.00	$3,351.00
Band/Marching Band Director (HS)	$3,277.00	$3,318.00	$3,351.00
Tier 3 (>200 hours < 300)			
Director- Fall Production (HS)	$2,768.00	$2,803.00	$2,831.00
Music in Motion Director (HS)	$2,768.00	$2,803.00	$2,831.00
Varsity Color Guard Choreographer	$2,768.00	$2,803.00	$2,831.00
Tier 4 (>50 hours < 200)			
Bermuda Program Director (HS)	$1,677.00	$1,698.00	$1,715.00
Choir Director (HS)	$1,677.00	$1,698.00	$1,715.00
Color Guard (HS)	$1,677.00	$1,698.00	$1,715.00
Color Guard (HS) - Winter	$1,677.00	$1,698.00	$1,715.00
Debate Club (HS)	$1,677.00	$1,698.00	$1,715.00
Drama Club Assistant (HS)	$1,677.00	$1,698.00	$1,715.00
Drama Club Business Manager (HS)	$1,677.00	$1,698.00	$1,715.00

Drama Club (HS)	$1,677.00	$1,698.00	$1,715.00
Junior States of America (HS)	$1,677.00	$1,698.00	$1,715.00
Link Crew (5) (HS)	$1,677.00	$1,698.00	$1,715.00
Marching Band - Drill (HS)	$1,677.00	$1,698.00	$1,715.00
Math Team (HS)	$1,677.00	$1,698.00	$1,715.00
National Art Honor Society (HS)	$1,677.00	$1,698.00	$1,715.00
National Honor Society (HS)	$1,677.00	$1,698.00	$1,715.00
Orchestra Conductor (HS)	$1,677.00	$1,698.00	$1,715.00
PLAHD (HS)	$1,677.00	$1,698.00	$1,715.00
Science Research Sponsor (HS)	$1,677.00	$1,698.00	$1,715.00
Senior Class Sponsor (HS)	$1,677.00	$1,698.00	$1,715.00
Strings Instructor (HS)	$1,677.00	$1,698.00	$1,715.00
Student Council (HS)*	$1,677.00	$1,698.00	$1,715.00
Ultimate Frisbee (HS)	$1,677.00	$1,698.00	$1,715.00
Yearbook Advisor (HS)*	$1,677.00	$1,698.00	$1,715.00
Art Director Musical (1) (MS)	$1,677.00	$1,698.00	$1,715.00
Asst. Director Musical (1) (MS)	$1,677.00	$1,698.00	$1,715.00
Band Director (2) (MS)	$1,677.00	$1,698.00	$1,715.00
Choir Director (2) (MS)	$1,677.00	$1,698.00	$1,715.00
Choreographer (1) (MS)	$1,677.00	$1,698.00	$1,715.00
Drama Sponsor (2) (MS)	$1,677.00	$1,698.00	$1,715.00
Intramural Coordinator (2) (MS)	$1,677.00	$1,698.00	$1,715.00
Jazz Band (2) (MS)	$1,677.00	$1,698.00	$1,715.00
Nature's Classroom (B-1); 8th Gr Trip (O-1) [(2) (MS)]	$1,677.00	$1,698.00	$1,715.00
Sound Director (1) (MS)	$1,677.00	$1,698.00	$1,715.00
Strings Instructor (2) (MS)	$1,677.00	$1,698.00	$1,715.00
Student Activity Coordinator (2) (MS)	$1,677.00	$1,698.00	$1,715.00
Yearbook (2) (MS)	$1,677.00	$1,698.00	$1,715.00
Varsity Color Guard Show Designer	$1,677.00	$1,698.00	$1,715.00
Junior Varsity Show Designer	$1,677.00	$1,698.00	$1,715.00
Junior Varsity Color Guard Choreographer	$1,677.00	$1,698.00	$1,715.00
Color Guard (HS) Fall/Music In Motion	$1,677.00	$1,698.00	$1,715.00
American Legion Oratorical Contest Advisor	$1,677.00	$1,698.00	$1,715.00
World Language Honor Societies Advisor	$1,677.00	$1,698.00	$1,715.00
Tier 5 Positions (< 50 hours)			
Asst. Bermuda Program Director (2) (HS)	$969.00	$981.00	$991.00
Asst. Senior Class Sponsor (2) (HS)	$969.00	$981.00	$991.00
Chess (HS)	$969.00	$981.00	$991.00
Computer Club (HS)	$969.00	$981.00	$991.00
FBLA (2) (HS)	$969.00	$981.00	$991.00

Freshmen Class Sponsor (HS)	$969.00	$981.00	$991.00
Infinite Possibilities (3) (HS)	$969.00	$981.00	$991.00
Intramural Coordinator (HS)	$969.00	$981.00	$991.00
Junior Class Sponsor (2) (HS)	$969.00	$981.00	$991.00
Literary Magazine (HS)	$969.00	$981.00	$991.00
Marine Biology (HS)	$969.00	$981.00	$991.00
Model UN (HS)	$969.00	$981.00	$991.00
Newspaper (HS)*	$969.00	$981.00	$991.00
Peer Tutor Coordinator (2) (HS)	$969.00	$981.00	$991.00
HS Flag Football/Powderpuff (2) (HS)	$969.00	$981.00	$991.00
Robotics Club (2) (HS)	$969.00	$981.00	$991.00
SADD (HS)	$969.00	4981.00	$991.00
Science Mentorship (2) (HS)	$969.00	$981.00	$991.00
Sophomore Class Sponsor (HS)	$969.00	$981.00	$991.00
Teen Teaching (2) (HS)	$969.00	$981.00	$991.00
Unified Theater (HS)	$969.00	$981.00	$991.00
Video Club (HS)	$969.00	$981.00	$991.00
Yearbook Business Manager (HS)	$969.00	$981.00	$991.00
Young Adult Book Club (HS)	$969.00	$981.00	$991.00
Computer Club (2) (MS)	$969.00	$981.00	$991.00
Engineering/Technology Club (2) (MS)	$969.00	$981.00	$991.00
Literary Magazine (2) (MS)	$969.00	$981.00	$991.00
Math Team (2) (MS)	$969.00	$981.00	$991.00
Newspaper (2) (MS)	$969.00	$981.00	$991.00
School Store (2) (MS)	$969.00	$981.00	$991.00
Student Council (2) (MS)	$969.00	$981.00	$991.00
Debate Club (2) (MS)	$969.00	$981.00	$991.00
Debate Team Club	$969.00	$981.00	$991.00
Winter Color Guard Director	$969.00	$981.00	$991.00
CMEA Coordinator/Chaperone	$969.00	$981.00	$991.00
TEAMS/STEM Club HS (2)	$969.00	$981.00	$991.00
Assistant Science Research Sponsor	$969.00	$981.00	$991.00

*Release time (1) period per day in the current schedule and under the "8 drop 2 schedule" release time of one-fifth (1/5) of a regular teaching load.

Appendix: The high school orchestra (pit band), choreographer, lighting director, sound director, costumer, set construction/demo and any other drama-related positions will be compensated at one of the following rates. The assignment of levels to these positions will be recommended to the Superintendent with rationale by the High School Principal. The Superintendent will have final determination. Once determined, these positions will be

posted to the AEA membership. If no AEA member is willing and/or no one in the membership possesses the requisite skills, the position may be filled by an outside vendor.

Level 1: $2,000.00
Level 2: $1,500.00
Level 3: $1,000.00
Level 4: $500.00

ADDENDUM TO APPENDIX C
DEPARTMENT HEADS, TEAM LEADERS AND CONTENT LEADERS

The following provisions shall apply to Department Heads, Team Leaders and Content Leaders:

1. **Department Heads**

A) **Selection**

All Department Head positions will be posted and filled in accordance with the provisions of Article VII of the collective bargaining agreement. Individuals appointed to Department Head positions will hold such positions for a term of one (1) year.

B) **Differential**

The annual differential for these positions for 2018-19 shall be $6,847.00.
The annual differential for these positions for 2019-20 shall be $6,933.00.
The annual differential for these positions for 2020-21 shall be $7,002.00.

C) **Additional Work Days**

The Superintendent shall have the right, at the Superintendent's discretion, to require Department Heads to work up to ten (10) additional work days per year. Department Heads shall be compensated at their per diem rates for any such additional days.

D) **Regular Daily Schedule**

Based on the current structure of the regular student school day, Department Heads will teach three (3) classes and have one (1) preparation period on each regular student school day. Department Heads will not have duty assignments. Under the 8 drop 2 schedule, Department Heads will teach 3/5 of a regular teaching load and have at least one (1) preparatory period on each regular school day. Department Heads will not be assigned any duty sessions.

2. **Middle School Team Leaders**

A) **Selection**

Team Leader positions will not be posted district-wide under the provisions of Article VII of the collective bargaining agreement. Any member of the grade-level Team may apply for appointment as the Team Leader. The Team shall make a recommendation to the principal, who will make a recommendation to the Superintendent, who shall make all Team leader appointments. The Team

Leader holds the position for one (1) year. One person shall serve as Team Leader during the year unless circumstances prevent a one (1) year term.

B) Differential

The annual differential for Team Leader positions for 2018-19 shall be $4,330.00.
The annual differential for Team Leader positions for 2019-20 shall be $4,384.00.
The annual differential for Team Leader positions for 2020-21 shall be $4,428.00.

C) Additional Work Days

The Superintendent shall have the right, at the Superintendent's discretion, to require Team Leaders to work up to five (5) additional work days per year. Team Leaders shall be compensated at their per diem rates for any such additional days.

D) Regular Daily Schedule

Team Leaders will have the same teaching load as other teachers. Team Leaders for academic teams and Life Arts teams will have duty assignments to the same extent as other academic and Life Arts teachers, respectively. In accordance with the present practice regarding duty assignments for pupil services teachers, Team Leaders for pupil services teams will not have duty assignments.

3. Middle School Content Leaders

A) Selection

Content Leader positions will not be posted district-wide under the provisions of Article VII of the collective bargaining agreement. Individuals appointed to Content Leader positions will hold such positions for a term of one (1) year.

B) Differential

The annual differential for Middle School Content Leader positions for 2018-19 shall be $4,330.00.

The annual differential for Middle School Content Leader positions for 2019-20 shall be $4,384.00.

The annual differential for Middle School Content Leader positions for 2020-21 shall be $4,428.00.

C) **Additional Work Days**

The Superintendent shall have the right, at the Superintendent's discretion, to require Content Leaders to work up to five (5) additional work days per year. Content Leaders shall be compensated at their per diem rates for any such additional days.

D) **Regular Daily Schedule**

Content Leaders will have the same teaching load as other teachers. Content Leaders for academic teams and Life Arts teams shall have duty assignments to the same extent as other academic and Life Arts teachers, respectively.

4. **High School Content Leaders**

A) **Selection**

High School Content Leader positions will not be posted district-wide under the provisions of Article VII of the collective bargaining agreement. Individuals appointed to Content Leader positions will hold such positions for a period of one (1) school year.

B) **Differential**

The annual differential for High School Content Leader positions for 2018-19 shall be $4,330.00.

The annual differential for High School Content Leader positions for 2019-20 shall be $4,384.00.

The annual differential for High School Content Leader positions for 2020-21 shall be $4,428.00.

C) **Additional Work Days**

The Superintendent shall have the right, at his/her discretion, to require High School Content Leader(s) to work up to five (5) additional work days beyond the regular teacher work year per contract year. A High School Content Leader shall be compensated at his/her per diem rate for each additional day worked (of the five (5) days set forth herein) beyond the regular teacher work year.

D) **Regular Daily Schedule**

Based on the current structure of the regular student school day, High School Content Leaders will teach, under the 8 drop 2 schedule, four-fifths (4/5) of a regular teaching load and have at least one (1) preparatory period on each

regular school day. High School Content Leaders will not be assigned any duty sessions.

5. **PLC Facilitators**

PLC facilitators shall be released from one (1) duty period per cycle.

WORK BEYOND THE SCHEDULED SCHOOL CALENDAR

All work beyond the scheduled school calendar, with the exception of curriculum study and/or writing, shall be compensated on a per diem basis computed at $1/185^{th}$ of the individual's Appendix B contracted salary for the current school year. All compensated work for teachers beyond the scheduled school calendar shall be approved in advance by the Administrator and the Superintendent/designee. In order to be eligible for per diem pay for all work beyond the school calendar, a teacher must work at least a six-hour day.

Curriculum study and/or writing will be compensated at an hourly rate of $50.01 in 2018-19, $50.64 in 2019-20 and $51.15 in 2020-21.

Any Amity teacher who teaches/presents a single workshop on a single staff development day shall be paid a stipend of $155.00.

SUMMER SCHOOL "COURSES FOR CREDIT" PROGRAM

The Amity Region No. 5 Summer School "Courses for Credit" Program is a voluntary employment opportunity. The program will run for thirty (30) days or approximately six weeks. The courses to be taught will be either half-year (three (3) weeks) or full-year (six (6) weeks).

Any teacher who teaches a full-year summer school course for credit shall be paid a stipend of $4,819.00 in 2018-19, $4,879.00 in 2019-20 and $4,928.00 in 2020-21. Any teacher who teaches a half-year summer school course for credit shall be paid a stipend of $2,410.00 in 2018-19, $2,440.00 in 2019-20 and $2,464.00 in 2020-21. Payment shall be made on a bi-weekly basis.

Any teacher who teaches a summer school credit course outside of the "Course for Credit" program will be paid $39.56 per hour in each contract year.

APPENDIX D
ATHLETIC DEPARTMENT
and COACHES' SALARIES

1. All appointments in the Athletic Department are made on a one (1) year basis and are subject to the yearly recommendation of the Athletic Director and approval by the Superintendent.

2. The salary for each of the varsity coaches and the business manager are as indicated in the Appendix D salary schedule.

3. The salary for each of the assistant/freshman coaches for each sport shall be sixty-five percent (65%) of the salary of the varsity coach of the same sport.

4. The salary for each of the Middle School coaches shall be fifty percent (50%) of the salary of the varsity coach of the same sport.

5. Sports will be grouped in the following manner:

   Group 1: Football (including Spring Football)

   Group 2: Basketball, Wrestling, Swimming, Hockey, Cheerleading, Dance, and Indoor Track.

   Group 3: Volleyball, Soccer, Field Hockey, Baseball, Softball, Track, Lacrosse.

   Group 4: Cross Country, Golf, Tennis and Ski Racing.

Coaching stipends will be included in the last payroll of December for all middle school and high school fall sports; the last payroll in March for all middle and high school winter sports; and the last payroll in June for all middle and high school spring sports.

APPENDIX D

ATHLETIC DEPARTMENT and COACHES' SALARIES

Group 1	2018-19	2019-20	2020-21
Varsity Coach	$7,884.00	$7,983.00	$8,063.00
Assistant/Freshman Coach	$5,125.00	$5,189.00	$5,241.00
Group 2			
Varsity Coach	$6,902.00	$6,988.00	$7,058.00
Assistant/Freshman Coach	$4,486.00	$4,542.00	$4,587.00
Middle School Coach	$3,451.00	$3,494.00	$3,529.00
Group 3			
Varsity Coach	$5,476.00	$5,544.00	$5,599.00
Assistant/Freshman Coach	$3,560.00	$3,605.00	$3,641.00
Middle School Coach	$2,737.00	$2,771.00	$2,799.00
Group 4			
Varsity Coach	$5,056.00	$5,119.00	$5,170.00
Assistant/Freshman Coach	$3,287.00	$3,328.00	$3,361.00
Business Manager	$4,211.00	$4,264.00	$4,307.00

OTHER	2018-19	2019-20	2020-21
MS Athletic Liaisons (2)	$1,390.00	$1,407.00	$1,421.00
HS Unified Sports Coordinator	$1,649.00	$1,670.00	$1,687.00
MS Unified Sports Coordinator	$1,649.00	$1,670.00	$1,687.00
Assistant Unified Sports Coordinator	$1,057.00	$1,070.00	$1,081.00
MS Volleyball (2)	Group 3	Group 3	Group 3

The weight room supervisor shall be paid $31.24 per hour for 2018-19, $31.63 per hour for 2019-20 and $31.95 per hour for 2020-21.

APPENDIX E
SABBATICAL LEAVE

I. Purposes and Objectives

The primary purpose of the sabbatical leave plan is the improvement of the educational program through providing opportunity for extended graduate study and research by the individual staff member. This graduate study and research must be directly related to the area(s) of existing professional certification of the individual and may be of the following types:

1. An institutionally approved program leading toward an advanced degree or certificate (above Master's level).

2. An individually planned program approved by the Sabbatical Advisory Committee designed to enable the individual to attain further depth and competency in specialized fields.

3. Research, study and writing directly related to the development and improvement of the educational program of Regional School District No. 5.

II. Eligibility

Any member of the professional staff may apply for sabbatical leave subject to the following requirements:

1. The individual must hold a proper valid Connecticut certification for his/her current assignment.

2. The individual must have been employed in the Amity system for a minimum of six (6) complete and consecutive school years.

3. The individual must agree to return to the Amity system for a minimum period of two (2) complete school years after completing sabbatical.

III. Administration and Procedure

A. General

1. The maximum number of professional staff members on sabbatical at one time shall be one (1) for each one hundred (100) members or major fraction thereof.

2. The period for a sabbatical leave shall be a continuous half school year or a continuous full school year.

3. The approval of a sabbatical leave shall be contingent upon finding a qualified replacement for the period involved.

4. The grantee shall agree to make initial, interim and final reports to the Board during the leave period and to keep the Board continuously informed of his/her address and location.

5. An employee returning from a leave of absence granted under this policy shall be assigned an equivalent position to that which he/she held at the time the leave was granted, provided his/her contract is not terminated.

6. When such action appears in the best interests of the school system, the Board reserves the right to reject any and all applications for sabbatical leave or to exceed the maximum limitations set in Section III, A-1 above.

B. Approval

1. Approval of applications for sabbatical leave shall be granted by the Board upon the recommendation of the Superintendent.

2. All applications shall be studied and evaluated by the Sabbatical Advisory Committee. The Superintendent shall report the findings of this Committee at the time he/she makes his/her recommendation(s) to the Board.

3. The Sabbatical Advisory Committee shall consist of the following members: the Superintendent/designee, a school administrator appointed by the Superintendent, a member of the counseling staff appointed by the Superintendent and four (4) teachers appointed by the President of the Association with representation from each separate school. The Committee shall establish such regulations pertaining to officers' meetings and terms of membership as it may consider necessary and desirable.

C. Applications and Reports

1. Written applications shall be submitted to the Sabbatical Advisory Committee by December 1st of the current school year to be considered for the following school year.

2. This date may be waived at the discretion of the Superintendent when an unusual or unique opportunity for a sabbatical program arises at a later date.

3. Applications shall include the following:

   a. Purpose of sabbatical leave.

   b. Outline of planned program including projected courses and names of institutions involved.

c. Value to the individual and to the school system.

4. Applications shall be evaluated by the Sabbatical Advisory Committee on the basis of the following factors:

a. Stated purpose as supported by the projected program of study.

b. Potential benefit to the school system and to the individual.

c. Evidence, through quality of service, that the individual will benefit from a sabbatical grant.

d. Seniority of service in the Amity system.

e. Other factors considered important.

5. During the sabbatical period, the following reports shall be made to the Superintendent by the grantee and in turn reviewed by the Sabbatical Advisory Committee:

a. Initial Report: To be made not later than two (2) weeks after the beginning of the sabbatical period. This report will describe the actual program of study in progress and the projected program.

b. Interim Report: To be made at midpoint of the sabbatical period. This report will briefly confirm progress with the approved plan of study.

c. Final Report: To be made not later than one (1) month following the termination of the sabbatical period. This report will summarize the period of study and research and will include, as appropriate: names of institutions attended, courses or activities pursued, transcripts of credit and audit work completed, experience gained and an appraisal of the value of the program followed during the leave period. An employee shall not be considered as having completed the requirements of the sabbatical leave until this report has been approved by the Superintendent.

d. Other Reports: Substantial changes in the planned program as defined in the application will be the subject of an immediate report to the Superintendent and must receive approval by him/her to maintain the validity of the granted sabbatical leave.

IV. Pay and Benefits

A. Salary and Compensation

1. Sabbatical pay shall be at the rate of seventy-five percent (75%) of the pay which the individual would receive if he/she were employed full-time on an active staff status during the sabbatical period, adjusted to proportionately correspond to the length of the sabbatical period.

2. Pay periods shall be the same as that of the teaching staff.

3. Fringe benefits, as established for the active professional staff, shall be authorized for the grantee.

4. Teachers' retirement deductions shall be made from sabbatical salaries according to State Statutes.

5. For purposes of salary increments, sabbatical periods shall be considered the equivalent of full active staff status.

6. The Superintendent must be notified promptly of accident, illness or other condition which may affect the progress of the individual in his/her planned program of study.

B. Breach of "Two-Year Agreement"

In the event a staff member does not fulfill his/her agreement to serve, following completion of the school year of the sabbatical period, on the professional staff of Regional School District No. 5 on a full-time active staff basis and for two (2) full years, as such years are defined for his/her position, the following shall apply and serve as part of the written and declared sabbatical leave agreement between the member and the Board.

1. For service, as defined above, of less than one (1) full year, the grantee shall reimburse the Board the full sabbatical pay received and the monetary value of all fringe benefits received during the sabbatical period.

2. For service, as defined above, of more than one (1) year but less than two (2) full years, the grantee shall reimburse the Board one-half (½) the sabbatical pay received and one-half (½) the monetary value of all fringe benefits received during the sabbatical period.

3. Such reimbursement shall be made to the Board in one lump sum within sixty (60) days of such breach of agreement.

4. The Board may, under unusual and exceptional circumstances such as prolonged illness or death, waive the above requirements for reimbursement either in whole or in part.

C. Fellowships, Scholarships, Grants, and Earnings

If, during the sabbatical period, the grantee receives compensation from other and outside sources such as a fellowship, grant or scholarship, and if he/she receives earnings from other employ, the sabbatical pay or grant will be reduced by an amount equal to the excess of the total of such other compensation and sabbatical pay over the annual salary he/she would have received if he/she had remained on active staff status.

As a condition to receiving sabbatical leave and pay, the grantee must agree to declare to the Board all other and outside compensation as defined above.

APPENDIX F
SEVERANCE

In recognition of faithful service to the Amity Regional School District as a teacher, the following severance pay program shall be available to teachers in cases of retirement under the CT Teacher Retirement System, death, or severe illness of a permanent nature which requires retirement. In cases of dismissal, the Superintendent may recommend severance pay to the Board.

Severance pay shall be determined by the following formula for teachers hired prior to July 1, 1989:

($1,680.00) x (years of Amity teaching service prior to 7/1/93) + ($840 for the 1993-94 school year).

Severance pay shall be determined by the following formula for teachers hired after June 30, 1989:

($840.00) x (years of Amity teaching service)

Teachers hired after June 30, 1993, shall not be eligible to receive severance pay under this Appendix F. All teachers who are eligible for severance pay shall have severance pay amount frozen as of June 30, 1994, and it shall not increase beyond that date.

Date of Notification

The teacher filing for retirement shall notify the Superintendent in writing by December 1st of the school year preceding retirement. In the event of a pending contract settlement, such notification date shall be extended to fifteen (15) days beyond the final settlement date.

The condition of death or severe illness of a permanent nature which requires retirement naturally eliminates any requirement of prior notification.

Payment Options

The following payment options shall be available to the teacher:

a. two (2) installments, July 1st and January 1st, immediately following severance of employment;

b. equal monthly installments spread over a two (2) to five (5) year period beginning July 1st of severance year;

c. delayed, pending six (6) months' notification of payment commencement.

Survivorship Payments

Payments go to designated beneficiary in case of death or to the estate should no beneficiary have been designated. Such beneficiary shall preferably be noted at time of severance. Should the beneficiary desire to adjust receipt of payment to other alternatives noted above, he/she/they shall be granted such an option.

APPENDIX G
DUAL CERTIFICATION ASSISTANCE PROGRAM

I. Background

The Board and the Association agree that it is desirable to retain the services of qualified teachers during a period when declining enrollments may lead to a decline in the number of teaching positions. To the extent that there are certain disciplines where the need for certified staff exceeds the supply, and other disciplines where the supply of certified personnel exceeds the need, the Board will assist teachers to obtain certification in those disciplines where there is a shortage.

II. Program

The Board shall offer partial reimbursement to teachers taking and successfully completing courses above the Bachelor's Degree at degree-granting, state-approved institutions which lead to certification in an area which is not currently held by the individual. Reimbursement shall be in the amount of one-half (½) of the tuition paid for approved courses. Approval must be granted in writing from the Superintendent/ designee prior to enrolling for the course. Payment shall be made when certification is attained.

APPENDIX H
JOB SHARING

Job sharing will be available to interested staff and will be implemented through the personnel office. Job sharing might involve dividing work day and/or work year subject to the approval of the Superintendent prior to the subsequent work year.

The implementation of this program shall be subject to approval by a joint Association - Board committee. This committee shall not convene until such time as there are applicants for this program.

APPENDIX I
TEACHER EXCHANGE

I. Purpose and Objective

The primary purpose of a teacher exchange is the enhancement of the educational program through the sharing of ideas, techniques, etc., via the exchange of an Amity teacher and a teacher from another part of the United States or some other country.

II. Eligibility

The individual must have been employed in the Amity system for a minimum of five (5) complete and consecutive years.

III. Administration and Procedure

1. The period of the exchange shall not exceed a continuous full school year.

2. Applications for teacher exchange must be submitted to the Superintendent in a timely manner. Applications must include a statement of purpose, potential benefit to the participants and respective schools, and other factors considered important.

3. Approval for the exchange may be granted by the Board upon the recommendation of the Superintendent. The decision of the Board is final and not subject to the grievance procedure.

4. The exchange candidate from the other school may be interviewed and must be acceptable to the Amity Superintendent.

5. Both teachers involved in the exchange must comply with certification requirements with the regulatory agency.

6. The teacher must keep the Superintendent informed of his/her progress during the exchange.

7. The Amity teacher on exchange must provide support as necessary to the Amity system.

8. The Amity teacher on exchange must notify the Superintendent immediately of any accident, illness, or other condition which may affect the progress of the exchange.

9. Upon return to the school system, the grantee shall be assigned the same or equivalent position, provided his/her position has not been terminated.

IV. Pay and Benefits

1. Each teacher participating in the exchange will receive pay and benefits as determined by his/her respective contractual agreement.

2. Approval for expenses incurred by the participating teachers may be granted by the Board upon recommendation of the Superintendent.