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AGREEMENT

between the

Manchester Board of Education

and the

Manchester Education Association

Affiliated with the
Connecticut Education Association
and the
National Education Association

Covering the Period

July 1, 2023 to June 30, 2027

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AGREEMENT
BETWEEN THE
MANCHESTER BOARD OF EDUCATION
AND THE
MANCHESTER EDUCATION ASSOCIATION

THIS AGREEMENT MADE AND ENTERED INTO as of the lst day of July, 2023, by and between the MANCHESTER BOARD OF EDUCATION (hereinafter referred to as the "Board") and the MANCHESTER EDUCATION ASSOCIATION (hereinafter referred to as the "Association"), affiliated with the Connecticut Education and the National Education Associations.

ARTICLE I
RECOGNITION

A. The Board recognizes the Association for the purpose of professional negotiations as the exclusive representative of all employees of the Manchester school system within the "bargaining unit" as defined by Sect. 10-153B (a) (2) of the Connecticut General Statutes and with the rights and privileges as provided by sections 10-151 to 10-153 (f) of the General Statutes. Unless otherwise indicated, the employees in such unit are hereinafter generally called "teachers."

B. The Association accepts such recognition, and 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.

C. It is the intent and purpose of the parties hereto that their agreements promote and improve the quality of education in the Town of Manchester, provide for orderly professional negotiation between the Board and the Association, and secure prompt and fair disposition of grievances so as to promote positive influences upon the operation of the educational program.

D. For all purposes under this Agreement, Bennet Academy shall be considered a middle school.

E. For all purposes under this Agreement, except as otherwise specified in the Agreement, any reference to Elementary shall include Preschool. For all purposes under this Agreement, except as otherwise specified in the Agreement, and except as otherwise provided by applicable law, standards, regulations and guidelines regarding Head Start programs, any reference to Preschool shall include both Head Start Preschool and the Early Childhood Education Program.

ARTICLE II
PROFESSIONAL NEGOTIATIONS

A. Matters Not Covered by Terms of this Agreement

1. Before the Board adopts a change in personnel policies affecting conditions of employment not covered by the terms of this agreement and which has not been proposed by the Association, the Board will notify the Association in writing that it is considering such a change, and the Association shall be given an opportunity to negotiate with the Board respecting any such proposed change in policy, provided that the Board is required to negotiate such change pursuant to the provisions of Conn. Gen. Stat. Section 10-153d(e).

2. The Board agrees not to negotiate with any teachers' organization other than that designated as the representative pursuant to Sections 10-153b to 10-153f of the General Statutes of Connecticut. The Board further agrees not to negotiate with any teachers' organization other than the Association in regard to changes in salaries or other conditions of employment to become effective during the term of the Agreement.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. A *"grievance"* shall mean (1) a complaint by a certified employee that his/her rights under the specific language of this agreement have been violated or that as to him/her there is a misinterpretation or misapplication of a specific provision of this agreement, or (2) a complaint concerning an event or condition which affects the welfare or conditions of employment of a teacher or group of teachers. However, grievances defined in (2) above may only be processed as far as level three of the grievance procedure, and level four shall not apply.

2. An *"aggrieved person"* is the individual or group of individuals alleging that a grievance exists.

3. The *"grieved"* is an individual or group of individuals who are alleged to be the cause of, or who have committed, a grievance.

4. A *"teacher"* is any person who is included in the bargaining unit as defined in Article I.

5. *"Days"* shall mean business days on which Central Office is open.

B. Purposes

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers.

2. Both parties agree that these proceedings shall be kept as informal as may be appropriate at any level of the procedure. Furthermore, both parties agree that there may be circumstances under which a confidential hearing is essential to protect the welfare of the individual or individuals concerned (subject to the provisions of the Freedom of Information Act).

3. Nothing herein contained shall be construed as limiting the right of any teacher having a problem to discuss the matter informally with any appropriate member of the administration or with any appropriate representative of the Association.

4. Any teacher or group of teachers shall have the right at any time to present any grievance to such persons and through such channels as are designated for that purpose in this Article.

C. Time Limits

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

2. In the event a grievance is filed on or after June 1, all parties will attempt to exhaust the grievance procedure prior to the end of the school term.

3. If a teacher does not file a grievance in writing as provided herein within thirty (30) days after the alleged act or condition occurred, then the grievance shall be considered as waived.

D. Informal Procedures

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

2. If, after such discussion, the teacher is not satisfied with the disposition of the matter, he/she shall have the right to have the Association assist him/her in further efforts to resolve the problem informally with the principal.

3. An employee not having a principal as an administrative superior, shall follow the procedures indicated herein with that administrator or supervisor to whom the employee is directly responsible.

E. Formal Procedure

1. Level One - School Principal

a) If not satisfied with the disposition of the problem through informal procedures, the aggrieved person may submit the claim as a formal grievance in writing to that person's principal, within the time limit set forth in Section C.3.

b) The principal shall within ten (10) days render his/her decision and the reasons therefore in writing to the aggrieved person with a copy to the Association.

2. Level Two - Superintendent of Schools

a) If not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) days after presentation of the grievance in writing, the aggrieved person may file the written grievance with the Association within five (5) days after the decision at Level One or fifteen (15) days after the grievance was presented, whichever is sooner.

b) Within five (5) days after receiving the written grievance, the Association may refer it to the Superintendent of Schools.

c) The Superintendent of Schools or his/her designee shall represent the administration at Level Two of the grievance procedure. Within ten (10) days after receipt of the written grievance by the Superintendent or his/her designee, the Superintendent or designee shall meet with the aggrieved person in an effort to resolve the matter.

d) The Superintendent of Schools or his/her designee shall within ten (10) days render his/her decision and the reasons therefore in writing to the aggrieved person with a copy to the Association.

e) Representatives of the Association shall have the right to attend and participate in any meeting of the Superintendent with the aggrieved person relating to the grievance filed.

3. Level Three - Board of Education

a) If not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) days after the first meeting with the Superintendent, the aggrieved person may file the grievance again with the Association within five (5) days after a decision by the Superintendent, or fifteen (15) days after the first meeting with the Superintendent, whichever is sooner.

b) The Association may refer the grievance to the Board of Education. within fifteen (15) days of receiving the filed grievance from the grievant, subsequent to Level Two disposition. Should the grievance not be referred to the Board of Education within fifteen (15) days, it is considered waived.

c) No later than thirty (30) days after the Board's receipt of the grievance, the Board (or its designated committee) shall meet with the aggrieved person and with representatives of the Association for the purpose of resolving the grievance. The decision of the Board (or its designated committee) shall be rendered in writing within fifteen (15) days of such meeting.

4. **Level Four - Impartial Arbitration**

a) If not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within fifteen (15) school days after the first meeting with the Board/Committee, the aggrieved person may, within five (5) days after a decision by the Board/Committee or twenty (20) school days after the first meeting with the Board/Committee, whichever is sooner, request in writing the Association to submit his/her grievance to arbitration.

b) If the Association determines that the grievance is meritorious and that submitting it to arbitration is in the best interests of the school system, then the Association may submit the grievance to arbitration within fifteen (15) days after receipt of a request by the aggrieved person.

c) The Association may submit any grievance based upon the interpretation, meaning or application of any of the provisions of this agreement to arbitration by so notifying the Board, in writing. Within five (5) days after written notice of such arbitration, representatives of the Board and the Association shall meet to agree upon and select an arbitrator or arbitrators. If the parties cannot agree upon an arbitrator or arbitrators at this meeting, the grievance shall be submitted to the American Dispute Resolution Center, Inc. (ADRC) by the Association, by filing a demand for arbitration under the Voluntary Labor Arbitration Rules of the American Dispute Resolution Center, Inc. (ADRC) requesting arbitration, or, by mutual agreement, expedited arbitration. The arbitration shall be conducted in accordance with the administrative procedures, practices and rules of the American Dispute Resolution Center, Inc. (ADRC).

d) The arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the record of prior hearings, and shall hold such further hearings with the aggrieved teacher and other parties in interest as the arbitrator shall deem requisite.

e) The arbitrator shall be bound by the labor arbitration rules of the American Dispute Resolution Center, Inc. (ADRC). The decision of the arbitrator shall be final and binding upon all parties and shall be the exclusive remedy for breach of this agreement, except that the parties do not waive their legal right to appeal the arbitrator's award pertaining to such grievance as permitted by law.

f) 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.

g) The parties recognize that the Board is legally charged with the responsibility of operating the school system. The sole power of the arbitrators shall be to determine whether the terms of this Agreement have been misinterpreted or inequitably applied and the arbitrator shall have no power or authority to make any decision which modifies, alters or amends any terms of this Agreement or which violates the terms of this Agreement or which is violative of the terms of this Agreement. The arbitrator shall not substitute his judgment for that of the Board where the Board's action is not unreasonable except in the following circumstances:

1) Where an issue to be determined by the arbitrator is an issue of fact;

2) Where the issue before the arbitrator involves the interpretation of the terms of this Agreement.

F. Rights of Teachers to Representation

1. Any grievant, including the Association, may be represented at Levels Two, Three and Four of the formal grievance procedure by a representative of the Association. Regardless of whether or not the teacher chooses to be represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure.

G. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved persons do not wish to do so.

2. Decisions rendered at all levels of the formal grievance procedure shall be in writing setting forth the decision and the reasons therefore. Decisions rendered at

Level Four shall be in accordance with the procedures set forth in Section E, Paragraph 4.

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

4. Forms for filing and processing grievances, and other necessary documents, shall be prepared by the Superintendent or designee and made available through the Association so as to facilitate operation of the grievance procedure.

5. 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 procedure.

ARTICLE IV
TEACHING HOURS & TEACHING LOAD

A. Class Size

1. The Board and the Association recognize that the pupil-teacher ratio is an important aspect of an effective educational program. Therefore they agree that the class sizes set forth below shall be established as desirable standards for the maximum number of pupils per teacher under normal conditions, and that this policy shall be effected to the extent possible within available funds in all schools by the beginning of each school year.

   a. Preschool and Kindergarten Classes 20
   b. Elementary Classrooms 25
   c. Secondary Teachers' Load in Core Academic Areas, Grades 5-12 125
   d. District Learning Center (DLC) and Self-Contained Classrooms for Students with Multiple Disabilities (all DLCs and Self-Contained Classrooms for Students with Multiple Disabilities must also be provided with non-certified support personnel)..... 12

2. The Board shall notify the Association of any decision to create a split grade class so as to give the Association 30 days to discuss the matter with the Board, but this discussion period shall not serve to delay implementing any split grade.

3. When the class size of the elementary level exceeds 28 pupils for any classroom teacher; or, 25 at the preschool or kindergarten level and/or 26 at the grade 1 level; or, middle school level exceeds 28 pupils; or, 30 for any academic class at the high school level, the class should be divided, redistributed, or provision should be made to provide such teacher with professional or paraprofessional

assistance within 30 days. Singleton classes at the high school shall not exceed 33. A singleton class is a class for which there is only one section offered during a marking period.

4. The Board and the Association agree the Special Classes (P.E., Music and Unified Arts) pupil teacher ratio needs to be maintained at appropriate levels for effective education programming.

   The Board and the Association agree that reasonable efforts will be made by the administration to schedule classes in order that Middle School performing ensemble classes can be effectively taught and supervised.

5. Any exception to the foregoing standards shall be made only if the Superintendent of Schools determines that it is necessary and the Association shall be notified in writing of any such exception made in order to give the Association 30 days to discuss the matter with the Board, but this 30 day discussion period shall not serve to delay implementing such exceptions to the foregoing standards.

6. The Board and Association agree the guidance counselor/student ratio and that of other support staff needs to be maintained at appropriate levels for effective education programming and servicing. The Board and the Association recognize that a significant factor affecting classroom effectiveness is the number of students a teacher is assigned and that the range of learner-types of students assigned to a teacher is also a significant factor affecting classroom effectiveness. The Board and the Association recognize that the goal for workloads among teachers should be as equitable as reasonably possible and to accomplish this, administration will consider these factors when organizing classes and sections and in determining appropriate class sizes.

B. Work Year

1. The student/professional school year calendar shall be published by May 1 for informational purposes only. Each year the Superintendent or his designee shall meet with the Association president or his/her designee and mutually agree on all professional learning dates.

   Teacher 187 Pupil 182

   The parties agree that the number of pupil days set forth above reflects the current practice in the district. However, the parties acknowledge that in the event the Board returns to a school year that includes 183 pupil days, no impact bargaining shall be required.

2. The work year of teachers covered by the Teachers' Salary Schedule (other than new personnel and others who may be required to attend pre-school orientation sessions) shall begin two (2) days prior to the opening of school. The placement of

all other non-instructional days shall be in accordance with C.G.S. 10-153. In no event shall the total number of instructional and non-instructional days be more than the agreed upon teacher work year.

3. Guidance personnel may be required to work up to ten days beyond the teacher's schedule, with additional compensation paid at the applicable per diem rate. After consultation and input from the guidance personnel, the scheduling and staffing of said extra work days shall be at the discretion of the Board.

4. Library Media specialists may be required, at the discretion of the Administration, to work up to ten days beyond the teacher's schedule, with additional compensation paid at the applicable per diem rate. Should the need arise for a Library Media specialist to work beyond the ten additional days, the Administration shall request that the teacher work additional days, and if the teacher agrees he/she shall be compensated at the applicable per diem rate.

5. Department Heads, Curriculum and Instructional Leaders, Team Leaders and Middle School Facilitators may be required, at the discretion of the Administration, to work up to three (3) days beyond the teacher's schedule each year for purposes of leadership development, with additional compensation at the applicable per diem rate. Such leadership development days shall be scheduled at least six (6) months in advance, absent extraordinary circumstances.

6. Personnel required to work beyond the scheduled work year shall receive additional compensation on a per diem basis, as established in Appendix C. subsection J.

C. School Day

1. The starting and dismissal times of all schools shall be established for any succeeding year by no later than August 1.

2. Exceptions to the foregoing provisions or changes during the school year shall be made on the same basis and subject to the same provisions as stated in Article IV, Section D, below.

3. Elementary School teachers shall be in their classrooms at least thirty (30) minutes before the start of the student school day and shall not be required to remain longer than thirty (30) minutes after the end of the student school day. However, if the Principal of an elementary school and all members of the faculty at that school agree, the starting and ending times for teachers at that school can be modified, provided that the teachers shall be required to be present at work for a total of sixty (60) minutes before and after school (combined) on each work day. Any such modification of the starting and ending times shall be determined no later than June 30th for the following school year, and shall remain in effect for that school year only, unless the Principal and all members of the faculty agree to an

extension for the following school year. Middle School teachers shall be in their classrooms at least thirty (30) minutes before the start of the student school day, and shall not be required to remain longer than thirty (30) minutes after the end of the student school day. High School teachers shall be in their classrooms fifteen (15) minutes before the start of the student school day, and shall not be required to remain longer than forty-five (45) minutes after the end of the student school day. Any teacher who has been assigned bus duty shall remain until such time as the last bus has departed. However, the bus schedule as created shall provide that all buses shall arrive within the time limits stated above. The length of the regularly required work day shall not be more than a maximum of 7 and 1/2 hours of continuous time or 8 hours for teachers whose duties take them to more than one building or to work stations outside the school. The length of the regularly scheduled work day where D. 1 and D. 2 are applicable shall not be more than 7 and 3/4 hours of continuous time or 8 hours for teachers whose duties take them to more than one building or to work stations outside the school. All teachers shall have an uninterrupted daily duty-free lunch period. The lunch period for high school and middle school teachers shall be the same length as the students. The lunch period for elementary school teachers shall be no shorter than thirty-five (35) minutes. On one-session days in the fall, during which parent conferences are scheduled, other than those referred to in Article V, Section C.3., teachers shall remain for scheduled conferences, but the work day shall not exceed 7 and 1/2 consecutive hours.

D. Before and After School Meetings

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

    a) Superintendent of Schools' General Staff Meeting or other meetings called by the Superintendent of Schools.

    b) General Faculty Meetings called by the school principal.

    c) Meetings involving curriculum or in-service education as authorized by the Superintendent of Schools or a designated representative.

    d) Department meetings, PPT meetings, EIP meetings, grade level meetings and meetings involving special areas as authorized by the appropriate official.

    e) Any meeting called by Administration.

2. It is expected that the total of such meetings shall not exceed five (5) meetings per month. Meetings will begin ten (10) minutes after the end of the student school day and will not exceed one (1) hour. All teachers shall be attendance for the full

duration of each meeting, unless otherwise approved in advance by a building administrator.

3. A change in scheduling of meetings to a before school time shall be subject to staff approval and shall be incorporated into the guidelines of the school day. Article IV, C.3. Before school meetings shall begin no earlier than one (1) hour before the start of classes and will not exceed one (1) hour.

4. Notwithstanding the provisions set forth below, the parties recognize that the Board has the statutory right to determine the student school day and the student school year. In the event that the Board modifies the student school day and/or student school calendar such that parent conferences are scheduled on full school days in a manner that varies from the provisions set forth below, the parties shall engage in impact bargaining to the extent that such bargaining is required by the Teacher Negotiation Act.

   Appropriate security shall be provided by the Manchester Board of Education on such evenings. Appropriate security should not impose an additional cost to the Board of Education. Administrative coverage shall be provided during the established evening conference periods.

   It is understood that should any parent be unable to attend a scheduled conference, the teacher will accommodate the parent and schedule an appointment at a mutually convenient day and time.

   It is understood that the teacher shall schedule sufficient time with parent(s) to fully explain the academic progress and/or academic needs of the student.

   Teachers will schedule their parent conferences, subject to the approval of the building-level administrators.

   a) Elementary Schools: Elementary school teachers shall, annually, have two established conference periods, one in the fall and one in the spring. A teacher is allowed to leave after his/her last scheduled conference.

      The fall conference period shall consist of three (3) shortened student days when teachers shall schedule conferences with parents to discuss the student's academic needs and/or progress. On one of such days, the conference period will take place during the evening. The evening conference period shall end no later than 8:00 p.m.

      The spring conference period shall consist of three (3) shortened student days. These shortened days shall be followed by afternoon/evening parent-teacher conferences. On one of such days, the conference period will take place during the evening. The evening conference period shall end no later than 8:00 p.m.

Any teacher without conference-scheduling responsibilities shall work the full regular teacher work day.

b) Middle Schools and High School: Middle School and High School teachers shall, annually, have one (1) evening conference period and one (1) non-evening conference period in the fall one (1) evening conference period and one (1) non-evening conference period in the spring. All of such conference periods shall take place on early release days. The conference periods shall end no later than 8:00 p.m. A teacher is allowed to leave after his/her last scheduled conference. Each teacher shall use his/her best efforts to meet with the parents of all students in the teacher's classes.

On conference days, any teacher who does not have any conferences shall work the full regular teacher work day.

E. Preparation and Planning Periods

1. All middle and high school teachers shall have, in addition to their lunch period, an average of at least one individual and/or collaborative preparation period per day. A maximum of two (2) collaborative planning periods may be scheduled each week for the purposes of scheduling Professional Learning Communities (PLC) that are teacher-led with support from specialists and administrators, as needed, requiring a flexible agenda created by teachers and aligned with school and district goals. Over three four-day rotations, a maximum of five collaborative periods may be scheduled.

   If the administrators of the High School determine that 9th grade teachers must attend team meetings; and if said team meetings are held during a teacher's preparation period; then the 9th grade teachers affected shall be scheduled with another 9th grade teacher for one duty period and shall not be required to attend to that duty for the period of time that the planning period was used for a team meeting and shall use such time as a planning period or portion thereof.

2. Full-time middle and high school teachers normally may not be assigned classes requiring more than three (3) different teaching preparations (except in the high school business department, family and consumer science, art, music, physical education and special education when it becomes necessary in order to avoid a reduction in force).

3. Middle school teachers shall have team planning periods. The administration agrees to make a reasonable effort to schedule teachers to achieve the desired goal of a minimum of three team planning periods per week.

4. Individual principals shall arrange for individual planning time for elementary school teachers of at least two hundred (200) minutes per week under normal circumstances and this shall be in effect unless staff cuts in special areas must be

made due to budget constraints. In no event shall there be less than one hundred thirty-five (135) minutes per week of individual planning time. In addition, a maximum of two (2) collaborative planning periods may be scheduled per week for the purposes of scheduling Professional Learning Communities (PLC) that are teacher-led with support from specialists and administrators, as needed, requiring a flexible agenda created by teachers and aligned with school and district goals.

5. When teachers of special areas, such as art, music and physical education, conduct a class, the elementary classroom teacher will not be required to remain in the room on a regular basis.

6. The Board will make a reasonable effort to prevent the interruption of teachers' preparation and planning periods. This includes infringement for PPT's, and the period of time designated as preparation time is reserved for teachers' use in preparation of instruction.

7. Individual planning periods are those periods in which teachers shall primarily utilize the allotted time in the preparation of classroom materials and plans.

F. Teacher's Administrative Responsibilities

No teacher shall be involuntarily assigned to assume the responsibilities of a member of the administrator's bargaining unit. Teachers that voluntarily assume the responsibilities of a member of the administrator's bargaining unit shall not evaluate or participate in the evaluation of any member of the teacher's bargaining unit.

G. Teaching Load

Classroom teachers at the middle school level shall be assigned no more than an annual average of 25 class periods of teaching assignments per week based on a seven (7) or eight (8) period day.

Within a seven/eight period schedule, when a teacher teaches five classes, if a middle school teacher agrees to teach an additional class, the teacher shall be compensated at a rate of .2 of the teacher's per diem pay rate for each day on which the teacher teaches the additional class. Such compensation includes the time required for planning and all other teacher responsibilities for the additional class. The teacher's additional class shall be in lieu of the teacher's assigned duty for each day on which the teacher teaches the additional class.

Classroom teachers at the high school level, with a four-day alternating schedule, will work a six (6) period day consisting of three (3) or four (4) classes, up to one (1) assigned duty and one (1) or two (2) individual or collaborative planning/conference periods.

Within an eight-period schedule in which a class meets three (3) or four (4) times per week in the course of a regular week, if a middle school or high school teacher agrees to teach an additional class, the teacher shall be compensated at a rate of twenty percent (20.0%) of their yearly salary on a per week basis. Such payment shall apply to class periods of a regular length. Such compensation includes the time required for planning and all other teacher responsibilities for the additional class. The teacher's additional class shall be in lieu of the teacher's assigned duty for each day on which the teacher teaches the additional class.

If a related service provider is on a leave of absence, or if a related service position is vacant, and another related service provider is assigned to cover a portion of the affected caseload, the Superintendent and the President of the Association will meet to determine by mutual agreement: 1) whether the covering related service provider should receive additional compensation as a result of the increased caseload; and 2) if so, the amount of such compensation (which shall be applied in increments of one-tenth of the covering related service provider's per diem compensation). The covering related service provider will be included in the meeting.

A teaching assignment is any situation in which a student or group of students is regularly scheduled to meet a teacher for the purpose of instruction. Excluded from the intent of this statement would be: study hall, voluntary instruction or independent study, labs designed for extra help for students, which are not part and parcel of a course, corridor duty, cafeteria duty, door duty, and being on call.

No member of the bargaining unit shall be required to cover for a cooperating/mentor/ assessor teacher, unless there is an emergency. Emergency is defined as an unforeseen circumstance that requires immediate action.

ARTICLE V
NON-TEACHING DUTIES

A. The Board and the Association agree that a teacher's primary responsibility is to teach and that his/her energy should be utilized to this end. Therefore, within the limitations imposed by the budget as approved, the Manchester Board of Education shall provide for:

1. relieving teachers of supervising playgrounds during noontime, supervising sidewalks, distributing milk, and collecting money from students for non-educational purposes.

2. assisting professional staff in the supervision of pupils in cafeterias and corridors and when boarding or leaving buses on school grounds.

3. assisting teachers in each school for the following:

a) scoring of standardized tests and examinations where suitable
b) stamping and numbering of books
c) typing and duplicating of instructional materials and examination of a departmental, grade, or level nature as directed by the teacher council or similar group in each secondary school
d) origination of cumulative records and maintaining records
e) scheduling of PPT meetings
f) copying of materials for PPT meetings

4. wherever the hiring of non-certified is approved, efforts will be made to obtain them. However, the principals of the various schools shall have the authority to use professional staff members to perform the foregoing duties when non-certified staff are not available.

B. Teachers shall not be required to drive pupils to activities which take place away from the school buildings.

C. The supervisory duties for school-sponsored events listed below, occurring on a morning, afternoon, evening, weekend or holiday, will be compensated as follows, provided that a teacher is designated as having supervisory responsibilities at such events:

a. dances
b. athletic events
c. graduation
d. concerts
e. plays/talent shows
f. rallies
g. overnight school-sponsored events

1. These duties are voluntary and will be compensated at the rate of $50.00 per duty; except for those occurring during a vacation or on a holiday, which will be compensated at the rate of $55.00. In order to qualify as a vacation period, any given period must be greater than 3 calendar days. Such compensation shall not apply when a teacher is performing supervisory functions at a school-sponsored event in connection with an extra duty position for which the teacher is receiving a stipend (e.g., a class advisor attending a prom).

2. In the event an assignment must be made and extends beyond 3 ½ hours, twice the base compensation rate shall be paid.

3. For overnight school-sponsored events with student supervisory responsibilities in which hotel and transportation costs are paid on behalf of the teacher, teachers shall be paid at twice the base compensation rate per night.

4. It is expected that teachers will attend the annual Elementary, Middle School and High School Open House meeting without compensation.

5. Any event not covered in items 1-3 shall be considered of a voluntary nature and not be compensated or assigned.

6. No teacher will be assigned a duty on a day of religious observation to the teacher.

7. Following is a recommended procedural format for the assignment of teachers to supervisory duties:

   a) The Administration, at the opening of school, shall post all assignments for that academic year, giving approximate dates and numbers of teachers needed for each event. It is understood that the dates and conditions of these assignments are subject to change.

   b) Teachers may have the opportunity to select the events at which they would prefer to serve. The Administration may choose from any of the group of possible volunteers for any particular assignment. The Administration is not bound by any rules of job security, tenure or equalization in the awarding of these duties.

   c) In the event that there are no volunteers, the Administration must make assignments in an equitable manner for these duties.

   d) The school administration shall forward time sheets to the Payroll Department on a schedule suggested by the Payroll Department according to the time reporting schedule.

   e) The school administration shall determine the number of teachers needed at a particular event but understands that the Association reserves the privilege to make recommendations concerning this matter.

   f) It is understood that the Administration need not fill these duty assignments with members of the Manchester faculty but can, if it so wishes, utilize the services of other people.

D. No teacher shall be required to make a visit to a student's home alone. Home visits outside the regular teacher work day may only be done when a teacher voluntarily agrees to do so. Mileage reimbursement shall be paid for any home visits. Home visits shall be done within the work day whenever possible. In the event that a teacher conducts a home visit outside the regular teacher work day, the teacher shall be compensated at a rate equal to the summer school rate.

ARTICLE VI
ADDITIONAL PERSONNEL

The Board shall notify the Association upon the establishment of any additional bargaining unit positions and/or upon the elimination of any bargaining unit positions.

ARTICLE VII
TEACHING ASSIGNMENTS, PROMOTIONS AND SPECIAL POSITIONS

A. The assignment of teachers within the school system is the responsibility of the Superintendent of Schools and shall be made in accordance with the provisions of the collective bargaining agreement and state law.

Teachers assignments for the coming school year shall be finalized and teachers shall be notified of their assignment(s) as soon as practicable but in any case no later than the last day of school except in emergencies. Notification of such assignments shall be made by the principal of the school(s) to which the teacher is assigned. Notification shall include the grade and/or subjects that they will teach, and any special or unusual classes that the teacher will have for the coming year. No change in the teacher(s) assignment(s) shall occur after the first day of school without the teacher(s) consent except in the case of an emergency. Emergency is defined as an unforeseen circumstance that required immediate action, including, but not limited to, unanticipated enrollment fluctuations or actions required to satisfy the provisions of the Every Student Succeeds Act (ESSA).

B. In arranging schedules for teachers who were assigned to more than one school, an effort shall be made to limit the amount of interschool travel. Such teachers shall be notified of any changes in their schedules as soon as possible.

C. Each teacher shall have the right to accept the assignment of a student teacher or student observer.

D. Assignments shall be made without discrimination in regard to race, creed, color, religion, national origin, genetic information, age, gender, disability, marital status, sexual orientation or gender identity or expression.

E. All job descriptions for positions in the teachers' bargaining unit will be clearly posted on the Board website.

ARTICLE VIII
VACANCIES, TRANSFERS OR REASSIGNMENTS

A. Posting of Positions

1. All openings for positions covered by: the Teachers' Salary Schedule shall be listed in the Job Posting Notice and a job description and statement of qualifications posted in each school as far in advance of the appointment as possible. Postings will be for ten (10) weekdays (unless such time period is shortened by Agreement between the Board and the President of the Association) during which Manchester teachers must state in writing their interest in the opening. During the ten-day

internal posting period, outside applicants may also be sought. However, Article VIII A.4 will still prevail.

The administration shall have the right to replace the Job Posting Notice with an "electronic mailbox" that provides the teacher the same opportunities as stated above.

For vacancies published between June lst and the opening of school, applications should be received within eight (8) calendar days after the publishing of the existing vacancy.

Internal applications received after ten (10) days during the school year, or after eight (8) days between June 1st and the opening of schools, will still be considered, but will not be given preference according to Article VIII.A.4.

2. For published vacancies, applications shall be directed in writing to the Central Administration.

3. No new employee shall be hired into the bargaining unit for any vacancy if a member of the bargaining unit has applied for said vacancy and is certified and meets all written qualifications for that position.

   In all instances, the overriding consideration is what will be in the best interests of the students and needs of the school system. If a new employee is to be hired into the bargaining unit for any vacancy for which a current member of the bargaining unit has applied, prior to the announcement or hiring to be effective, a personal conference between the teacher involved and the Superintendent of Schools/designee shall occur, unless the teacher declines the opportunity. The teacher shall have the right of Association representation at any meeting regarding the hiring.

4. It is appropriate that principals grant interviews to current Manchester teachers seeking transfer. Note: Only Manchester teachers have bidding rights.

5. All internal candidates shall be notified regarding the disposition of their application.

6. Interviewing committees will include at least one bargaining unit employee.

7. Appointments shall be made without discrimination in regard to race, creed, color, religion, national origin, genetic information, age, gender, disability, marital status, sexual orientation or gender identity or expression.

8. When a school is temporarily closed for renovations or other reasons, the following process shall be used to transfer teachers from that school. Once students have been placed out of the school being temporarily closed, affected teachers shall be placed in a vacant position that is the same position that the teacher held in the closed

school, if such a vacancy exists. After teachers have been so placed, the remaining teachers shall choose a vacancy for which they are certified in order of seniority, provided that they have taught in the applicable certification area within the last five (5) school years. As soon as the school reopens, teachers transferred under this section shall have the right to return to the school, provided that there are sufficient positions available at the school. The teachers' assignments upon return to the school shall be determined in accordance with Article VII.

9. When a school is permanently closed, the following process shall be used to transfer teachers from that school. Once students have been placed out of the school being closed, affected teachers shall be placed in a vacant position that is the same position that the teacher held in the closed school, if such a vacancy exists. After teachers have been so placed, the remaining teachers shall choose a vacancy for which they are certified in order of seniority, provided that they have taught in the applicable certification area within the last five (5) school years.

10. Any teacher without a position at the end of the process outlined in Section 8 or 9 above shall be subject to Article IX, Layoffs.

B. Involuntary Transfers

1. An involuntary transfer is defined as a change in subject area (e.g., English to Social Studies) and/or a change to another building initiated by Administration. Seniority shall not be used as a factor in making involuntary transfer decisions.

2. Involuntary transfers shall be to a comparable position, if possible.

3. Involuntary transfers shall not be effected or announced without a prior personal conference between the teacher involved and the Superintendent of Schools or a Central Office administrator designated by the Superintendent at which time the teacher shall be notified of the reasons for the transfer. The teacher shall have the right of Association representation at any meeting regarding the involuntary transfer.

4. No member of the bargaining unit shall be involuntarily transferred to make room for a cooperating/mentor/assessor teacher.

5. Involuntary transfers that are deemed to be arbitrary or capricious shall be subject to the grievance procedure.

6. No member of the bargaining unit shall assume the responsibility for deciding to involuntarily transfer a teacher.

7. Teachers shall normally be notified of an involuntary transfer by June 15, and in no event later than the last day of school, except in an emergency. Emergency is

defined as an unforeseen circumstance that requires immediate action, including unanticipated enrollment fluctuations.

C. Voluntary Transfers

1. Reassignments and transfers shall be determined by the Administration.

2. Teachers who desire a change in assignment in their own building shall file a written statement with their principal no later than August 1. Those who desire a transfer outside of their own building shall file a written statement with the office of the Central Administration and the principals of the buildings involved no later than August 1.

ARTICLE IX
LAYOFFS

A. Layoffs

1. In the event of a reduction in the number of teachers in Manchester, the following procedure shall be followed:

   (a) A list of the names and certification of teachers who are presently in elementary positions according to their grade level or departmental positions at the elementary and/or secondary level shall be established. This list shall have the names and certifications of teachers ranked on the basis of last date of hire. Copy of said list should be sent to the Association.

   (b) The least senior teacher shall be terminated if no other position exists in any other instructional area in which the person may be placed based upon certification and length of service.

   (c) Certification and qualifications are synonymous for the purpose of teacher layoffs. Therefore, no teacher shall be RIFed when he/she is certified in an area that is occupied by a less senior teacher.

   (d) No tenured teacher (as defined in section 10-151b of the Connecticut General Statutes) shall be laid off when a position exists which is either vacant or occupied by a non-tenured employee and for which the tenured employee is qualified and immediately certifiable.

2. Service shall be defined as continuous service in the Manchester School System under a contract of employment.

3. In the event of a tie in the length of service for a position, the following criteria shall be applied in the order listed:

   (a) Previous regular teacher experience in Manchester.

   (b) Previous regular teacher experience elsewhere.

   (c) Administrative judgment based on work record, academic preparation and other related experiences.

   (d) Previous long-term substitute service

4. Seniority shall be determined on the basis of last date of hire as a certified teacher, except as provided in subsection A.7.

5. Teachers to be laid off after the school year has begun shall receive sixty (60) days notice. If the layoff is to be effective at the end of the school year, tenured teachers shall be notified by June 15 of that school year or one calendar week prior to the students' last day, whichever shall be earlier, that they will not be continued for the coming year.

6. The name of any teacher who has been laid off shall be placed upon a reappointment list in order of seniority and remain on such list for one year provided such teacher does not refuse a reappointment to a comparable, permanent assignment and provided such teacher applies in writing by certified mail for retention of his/her name on said list on or before June lst of each year subsequent to his/her dismissal.

   The name of any less than half-time teacher who has been laid off shall be placed upon the reappointment list in order of seniority for any position comparable in time to the position from which he/she is laid off. Such teacher shall have recall rights for one year.

   Failure to file such application with the Superintendent of Schools or failure to accept a comparable position as provided in this subsection shall automatically remove such teacher's name from the reappointment list. Teachers on the reappointment list who qualify for vacancies shall be given prime consideration in order of seniority. During the period of layoff, the teacher shall retain seniority he/she had at the onset of the layoff. Any active teacher may apply for a vacancy provided that he/she doesn't deny the recall person(s) right to a position/re-employment.

7. Upon reappointment the teacher shall return with the seniority, accumulated sick leave, and all other accrued benefits under the Agreement he/she had at the onset of the layoff.

B. Elimination of Positions

1. If a position is eliminated, the teacher in said position will be displaced. In a case of teachers within an elementary townwide department, within an individual school department, and within an individual elementary school grade level, the teacher with the least system seniority shall be displaced.

2. If a vacancy occurs throughout the system, any placed or displaced teacher has equal option of applying for that position. The application for and appointment to such positions shall be made exclusively through the Central Administration.

3. Within 30 days from the date of the notification of the elimination of the position or no later than June 15 or one calendar week prior to the students' last day, whichever shall be earlier, the displaced teacher shall have the following options:

   (a) Should a building principal with a displaced teacher have other openings in his/her school for which the displaced teacher is qualified and certified, the displaced teacher may be placed in that open position as long as there is agreement between the teacher, the principal, and the Association.

   (b) Assuming the position of the least senior teacher in the displaced teacher's school building if the displaced teacher is certified and qualified for such position (such qualification as determined by administrative decision and subject to the grievance procedure): or

   (c) Assuming a vacant position throughout the system according to subsection B.2. Should no position be vacant, the displaced teacher shall assume the position of the least senior teacher presently in a position in the system for which the displaced teacher is certified and qualified.

4. All positions in which displaced teachers are placed shall be no less in time than the displaced teacher's previous position. Exceptions to this practice will be in the event that the only position available to a displaced teacher is different in time from the position the teacher was displaced from.

5. Should layoffs and/or elimination of positions occur within the Head Start/Early Readiness programs, the provisions of this Article shall apply within the Head Start/Early Readiness programs.

ARTICLE X
OTHER COMPENSATION

A. Extracurricular and Cocurricular Programs

1. Statements for extracurricular positions giving the point value and the salary shall be issued by June of the preceding school year for sports and clubs beginning in the fall. Statements for the winter and spring positions shall be issued prior to the beginning of those seasons.

2. A master list of all extracurricular positions which have been filled, giving the names of the coaches and advisors, shall be posted in each secondary school by June of the preceding school year. A copy of said posting shall be sent to the Association.

3. All openings for positions covered by the Point Compensation Schedule shall be listed in the Job Posting Notice and a job description or statement of qualifications posted in each school, as far in advance of the appointment as possible and at least ten (10) days in advance. The posting requirement is waived for any coaching position becoming vacant less than one (1) month before the official C.I.A.C. start of the fall, winter and spring seasons.

4. All teachers shall be given adequate opportunity to make application for such positions. The following provision shall apply to the selection of an individual for a position listed in Appendix B involving responsibilities within a single building: If in the determination of the Superintendent the qualifications of applicants are substantially equivalent, preference shall be given to qualified teachers currently assigned to the building in which the extracurricular activity will take place. All applicants will be notified of the decision in writing as soon as practicable but within fourteen (14) days of appointment.

5. All appointments to positions in Appendix E shall be annual appointments. The district shall have the right to select the most qualified applicant, from within or outside the district, for each such position. Upon request from an unsuccessful internal applicant for any such position, the district shall provide that applicant with the reason(s) that the individual was not appointed to the position.

6. All assignments for shall be paid in accordance with Appendix B and Appendix E of the Agreement.

B. Special School Programs

These provisions apply to such programs as summer school, homebound instruction, and curriculum development.

1. Positions in these programs requiring teaching certificates shall be filled first by teachers regularly employed in the Manchester School System. The requirement of this subsection shall not apply to summer curriculum development.

2. In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the system, and prior experience in these programs, if any. Whenever possible, all teachers regularly employed in the Manchester School System will be given first opportunity to serve as homebound instructors to their students.

3. All teachers shall be given adequate opportunity to make application for such positions. The following provision shall apply to the selection of an individual for a position listed in Appendix B involving responsibilities within a single building or for a student from a single building: If in the determination of the Superintendent the qualifications of applicants are substantially equivalent, preference shall be given to qualified teachers currently assigned to the building in which such programs will take place or where the relevant student is assigned. All applicants will be notified of the decision in writing as soon as practicable but within fourteen (14) days of appointment.

4. All openings for these positions, except homebound instruction and curriculum development, shall be listed in the Job Posting Notice as early as possible so interested teachers may apply.

5. Compensation for these positions shall be determined in accordance with the amounts set forth in Appendix B.

C. Class Coverage

Due to the lack of substitute coverage, PK-12 teachers providing class coverage will be paid at the hourly curriculum rate per class. Such teachers should be required to submit weekly timesheets identifying the date, time period, and class covered. Such payment shall apply to class periods of a regular length. For block classes, mid-year exams and final exams, a payment of two (2) times the hourly curriculum rate shall apply, based on the extended length of such periods.

In the event that a full class needs to be split between other classrooms for a full day due to a lack of substitute coverage, teachers in classrooms where the students are relocated to will split $150.00 evenly. Such teachers should be required to submit weekly timesheets identifying the date, time period, the class that was split and the amount that should be paid.

This compensation does not apply to situations where a small number of students who remain in school is split due to field trips or other events. In order to receive compensation, teachers must have at least five additional students in their classroom.

ARTICLE XI
TEACHER FACILITIES AND DRESS CODE

A. The Board and the Association agree that it is desirable that each school building have the following facilities:

1. Space in each classroom in which teachers may safely store instructional materials and supplies.

2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.

3. An appropriately furnished room which shall include a telephone, to be used as a faculty lounge, said room to be in addition to the aforementioned teacher work area.

4. Well-lighted and clean teacher rest rooms, with separate facilities for men and women.

5. A communication system so that teachers can communicate with the building office from their classrooms.

6. Adequate parking space for all teachers.

B. The Board and the Association agree that student performance, achievement, and preparation for lifetime success are positively affected by the professional appearance of the Board's staff. The Board and the Association further agree that Teachers should wear clothing that demonstrates their high regard for education and presents an image consistent with their job responsibilities. Therefore, the Board and the Association agree that during the work day and anytime employees attend school-sponsored events as part of their teaching responsibilities or as part of their responsibilities in an extracurricular position, employees shall appear in professionally appropriate attire.

All funds generated by individuals participating in dress-down days shall be collected and deposited into the school's student activity account. All funds collected must be used to fund student activity expenditures or donated to charitable causes as designated by the principal or his/her designee.

ARTICLE XII
TEXTBOOKS AND SUPPLIES

A. To the extent possible within the limitations of available funds the Board agrees to provide sufficient textbooks and supplies to insure that each pupil in a classroom has such materials for his own use.

B. Recognizing the statutory responsibility of the Board for the provision of textbooks and also the professional competence and skills of the staff in relation to textbook selection, the Association and the Board agree that the determination of textbooks to be used in the schools shall continue to be cooperatively arrived at through joint consultation among teachers and administrators subject to final approval by the Board. In the event of a disagreement between the Board and the Association, the Board has the final authority to select textbooks. This Article is not subject to the grievance procedure.

ARTICLE XIII
NEW PROGRAMS

The parties recognize the Board's unilateral right to alter the scheduling of the student day, including block scheduling. If the Board exercises such rights, the parties will bargain over impact for which impact bargaining is required under CGS 10-153f.

The Board shall have the right to designate the Sixth Grade Academy as an elementary school and/or a middle school for the purposes of the various sections of this Agreement that refer expressly to such designations.

ARTICLE XIV
SALARIES

For the school years covered by this Agreement, the salaries of all members of the bargaining unit shall be in accordance with the salary schedule and other provisions set forth in the Appendices which are attached hereto and made a part hereof.

ARTICLE XV
SALARY CONTRACTS

The Board agrees to inform individual teachers annually in writing of the step, schedule, pay salary, longevity pay, and any additional pay to which the teacher is entitled.

ARTICLE XVI
PROTECTION OF TEACHERS (PERSON AND PROPERTY)

A. Teachers shall report immediately in writing to their principal and to the central office all cases of assault suffered by them in connection with their employment.

B. Protection, indemnification and counsel shall be provided to a teacher as provided by law.

C. Whenever a teacher is absent from school as a result of personal injury caused by an assault arising out of and in the course of his employment, full salary shall be paid for the period of such absence in accordance with State law 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 award for temporary disability due to the said assault injury 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; and, in the event that there is no adjudication in the appropriate Workers' Compensation proceeding for the period of temporary disability, the opinion of the said physician as to the said period shall control.

D. The Board will reimburse a teacher for any personal property damaged or destroyed as a result of documented student negligence or malicious activity occurring on school property. The Board's liability for such reimbursement shall not exceed $5,000 per school year. Reimbursement will be paid each June and, if the total claims exceed $5,000, they will be paid on a prorated basis. A teacher must first submit the claims to his/her own personal insurance carrier and the Board will reimburse the teacher for the remainder of the claim, pro-rated, if necessary.

ARTICLE XVII
BENEFITS

A. Accident & Sickness Benefits

1. If a teacher suffers an injury, other than an assault, arising out of and in the course of his/her employment any absence caused by the injury will not be charged against sick leave. Any teacher suffering such injury, if qualified, will receive compensation under the workers' compensation laws. Such continued compensation shall terminate after one year from the start of the compensable period for workers' compensation or when the teacher returns to his/her teaching position, whichever occurs first.

2. Upon the discovery of any illness within the school system that may reasonably constitute a danger to the fetus of a pregnant teacher, which danger cannot be eliminated by transfer of the teacher, the teacher shall be placed on leave with

full pay and benefits and without loss of accumulated sick leave. Such leave will continue until: (1) medical testing has established that the teacher is immune to the illness, or (2) the illness is no longer present in the school system, whichever occurs first. In no event, however, shall such leave exceed ten (10) working days.

B. Sick Leave

1. (a) All certified professional employees shall be granted annually 15 days of sick leave with full pay. The accumulation of unused sick leave shall be subject to a maximum accumulation of one hundred eighty-seven (187) days. Notwithstanding the foregoing, any teacher who has accrued more than one hundred eighty-seven (187) sick days as of June 30, 2007 shall be permitted to retain such accumulated sick days, but shall not be permitted to accumulate any additional sick days on or after July 1, 2007 unless and until such time as such teacher's total sick leave accumulation falls below one hundred eighty-seven (187) days. In addition, if a teacher is eligible for leave under the federal Family & Medical Leave Act, the teacher may use accumulated sick leave for up to fifteen (15) days of such leave. Additional sick leave for such purpose may be granted by the Superintendent or his/her designee.

(b) The fifteen (15) days of sick leave listed above will be issued annually upon the first school day to each teacher. For teachers hired during the school year, the allocation of sick days shall be pro-rated as follows:

Month of Hire	Number of Sick Days Issued
August/September	15
October	13.5
November	12
December	10.5
January	9
February	7.5
March	6
April	4.5
May	3
June	1.5

2. Disability leave shall begin when in the opinion of her doctor the teacher is no longer physically able to work. Any disability resulting from pregnancy shall be considered sickness for the purpose of this Agreement and deducted from the teacher's sick leave. It is understood that teachers disabled under the provisions of this article shall return to the school system at the end of said disability.

3. (a) Beginning July 1, 1998, teachers may no longer accrue sick days for the purpose of severance benefits upon retirement except to replace sick days used after July 1, 1998.

(b) In no event shall the number of accumulated sick days exceed the number of sick days accumulated as of July 1, 1998 for the purpose of computing severance benefits in section (c) below. No teacher hired on or after July 1, 1998 shall be eligible for compensation for unused sick leave.

(c) Upon a retirement under the Connecticut State Teachers Retirement System, a certificated professional employee shall be compensated for one-half of all accumulated unused sick days up to a limit of 120 days of such accumulation, or, if the employee had rendered 15 or more years of service in Manchester, for all unused sick leave accumulated up to a maximum of 60 days. Compensation for unused sick days shall be determined by multiplying said number of days by a per diem amount equal to (i) the average of the three (3) highest full years' salaries of said person divided by (ii) the length of the teachers' work year in the year of retirement. Salary is defined as including Schedule A, longevity, and payments for co-curricular activities as found in Appendix B. In order to receive the entire amount of compensation for accumulated sick leave in accordance with the provisions of this section, an eligible teacher must provide written notice of retirement to the Superintendent of Schools no later than January 1 for a June 30 retirement, and at least six months prior to the effective date of all other retirements. Failure to provide such notice shall result in a five percent (5%) reduction in the amount of compensation for unused sick leave under the provisions of this section. Such notice requirements may be waived by the Superintendent of Schools or his/her designee in the case of an unanticipated medical condition or other extraordinary circumstance that makes it impossible to provide such notice.

For each eligible retiring teacher who has reached the age of fifty-five (55) during the calendar year in which the teacher retires, the Board shall contribute the applicable compensation amount under the provisions of this section into a 401(a) plan established by the Board. Such contribution into the 401(a) plan shall be mandatory for each such eligible retiring teacher. The Board shall make such contributions within

sixty (60) days after the effective date of the teacher's retirement. For any eligible retiree who has not reached the age of fifty-five (55) as of the calendar year in which the teacher retires, the Board shall pay directly to the teacher the dollar amount applicable to such teacher for the payment for unused sick leave, with such amount to be determined in accordance with the provisions of this contract section. Such payments shall be made within the same time period applicable to 401(a) contributions under the provisions of this section.

(d) At the death of a teacher on active status, the Board of Education shall pay the decedent's estate for all unused sick days of the employee to a limit of 125 days. Payment for each unused sick day so provided shall be at the rate of one hundred eighty-fifth (1/185) of the employee's annual salary as of the date of death.

4. In the event of absence of a teacher for illness in excess of five (5) consecutive working days, the Superintendent or his/her designee may request the filing of a doctor's certificate, or may, if he/she has reasonable cause to believe that there is an abuse of sick leave policy, require an examination by an independent physician, such examination to be at the Board's expense. A doctor's certificate shall also be required if a teacher takes a sick leave day on any of the following days: a) the last work day before or the first work day after a school vacation period; or b) any day which was originally scheduled to be a school vacation day, but which is used as a school day due to excessive snow days or other factors.

5. Time spent at medical or dental appointments which cannot be made at other than school times, shall be charged against sick leave either as a full day or as a portion of a day, based on the percentage of the day during which the teacher is absent from work.

6. Sick leave shall be charged either as a full day or as a portion of a day, based on the percentage of the day during which the teacher is absent from work.

7. It is agreed between the parties that a Sick Leave Bank shall be established and shall operate according to the following guidelines. The Board agrees to participate only to the degree specified in this document.

   a. <u>Purpose</u>

      The Sick Leave Bank shall be established for the following reasons, in order to assist teachers who have exhausted their accumulated sick leave:

      1. Disability leave, as verified by the Sick Leave Committee, related to childbirth (typically 6-8 weeks of leave); or

2. Catastrophic illness or injury (including catastrophic illness or injury related to childbirth beyond the 6-8 weeks), as verified by the Sick Leave Committee, suffered by the teacher; or

3. Catastrophic illness or injury, as verified by the Sick Leave Committee, suffered by the teacher's spouse or child.

b. Eligibility for Participation

In order to be eligible to participate in withdrawals from the Bank, a teacher must meet all of the following criteria:

1. The teacher must have an approved leave of absence for disability related to childbirth (typically six to eight weeks of leave), as verified by the Sick Leave Committee, or a catastrophic illness or injury related to childbirth beyond six to eight weeks, as verified by the Sick Leave Committee; or the teacher or immediate family member (spouse or children) must have a catastrophic illness or injury, as verified by the Sick Leave Committee. A catastrophic illness or extended injury is life threatening or very severe and typically will require an inpatient hospital stay or stay in a residential medical care facility or hospice. A catastrophic illness or injury may occur suddenly without warning or after a period of illness that is long term due to the medical condition and can have serious, long-term effects on the individual. The Sick Leave Committee may, in its discretion, require medical or other information to facilitate its ability to verify the teacher's or immediate family member's illness or injury.

2. The teacher must have exhausted all of his/her accumulated sick leave days.

3. The teacher must have donated one (1) to three (3) days from his/her accumulated sick leave to be eligible to participate in the Sick Leave Bank. This donation must occur by September 30 of the ensuing school year. The days donated by each teacher will be subtracted from his/her accumulated sick leave. To be eligible, new teachers and teachers returning from leave may contribute one (1) to three (3) days immediately upon hiring or returning.

c. Procedure

1. The eligible teacher, as determined by the above criteria, must submit a letter to the Sick Leave Committee explaining how he/she meets the eligibility criteria and request permission to draw upon the Sick Leave Bank. The Sick Leave Committee shall consist of three (3) teachers designated by the Association and three (3) representatives designated by the Superintendent. The eligible teacher must receive four (4) affirmative votes from the Sick Leave Committee to obtain permission to draw upon the Sick Leave Bank. In the event of a tie vote, the Superintendent shall determine whether Sick Leave Bank days should be granted to the teacher.

2. The Sick Leave Committee shall, within fifteen (15) school days of receipt of the letter, render a decision as to the use of the Sick Leave Bank days.

3. In the event the Sick Leave Committee concludes that the Bank days should be granted to the teacher, a determination shall be made regarding the date from which such days shall be credited. This date may be retroactive to the date of the expiration of the teacher's accumulated sick leave days.

4. Sick Leave Bank days may not exceed thirty-five (35) for any one application. If the teacher's illness or injury extends beyond the number of Sick Leave Bank days granted, he/she may apply for additional days, up to a maximum of one hundred and eighty-seven (187) days. Unused granted days will be returned to the Sick Leave Bank at the end of the current school year. The Sick Leave Bank shall have a minimum of 250 days in reserve. If the number of days falls below 250, the provisions of b.3 shall be reapplied. Decisions of the Sick Leave Committee are final and are not subject to the grievance procedure. In the event the Superintendent determines whether the teacher should be granted Sick Leave Bank days, decisions of the Superintendent are final and are not subject to the grievance procedure.

5. The Sick Leave Committee shall be responsible for keeping records regarding contributions to and withdrawals from the Sick Leave Bank and shall advise the Superintendent or his/her designee of days contributed by individual staff members. The Superintendent or his/her designee shall adjust records to reflect transfer of days between individual teachers and the Sick Leave Bank. The Association agrees to save the Board of Education and all of its members, employees and/or agents harmless from any and all claims,

lawsuits, damages, attorneys; fees and/or liability of any kind arising out of the operation of the Sick Leave Bank.

6. Days contributed will not be returned to the teacher in any form.

ARTICLE XVIII
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Full-time teachers who hold a valid Professional Educators Certificate, may make application to the Board of Education for reimbursement of 85% tuition cost and lab fees of courses taken to enhance their teaching skills. These courses must have prior approval of the Administration and must be directly related to the teacher's academic area. The Administration shall not approve any application unless it has been received at least two (2) weeks prior to the start of the requested course.

B. It is understood that all other expenses related to these courses are to be borne by the teacher and that credit obtained in these courses may not be applied to salary advancement, with the sole exception of courses taken in a Master's Degree program in a shortage area in accordance with the provisions of Section E.2 below.

C. Any teacher may apply for reimbursement for up to six (6) credits for computer-related courses. This would conform with the central administrative philosophy that teachers prepare themselves for the future use of computers in the classroom.

D. "Directly related to teacher's academic area" shall include:

1. Specific subject matter courses, including Internet courses at accredited institutions, subject to the approval of the Administration.

2. Education courses (subject to administrative approval);

3. Courses that enhance teaching skills (subject to administrative approval). Such courses may include Internet courses at accredited institutions, subject to the approval of the Administration.

E.

1. The Administration has the authority to limit an individual teacher to reimbursement for no more than one course per year. As set forth in Section A above, teachers will only be eligible for reimbursement for courses designed to enhance teaching skills.

2. No course that is part of a degree program will be accepted for reimbursement. However, teachers who: a) are enrolled in a Master's Degree program in a State Department of Education identified shortage area; and b) provide verification that they have taken all applicable steps to obtain cross endorsement certification in that area,

shall be eligible for tuition reimbursement as set forth in this Article, provided that they agree to remain employed by the Board for at least five (5) full school years following the payment of any such reimbursement, and provided further that they actually remain employed by the Board for at least five (5) school years following the payment of any such reimbursement. Such agreements shall be executed in writing on forms provided by the Board. In the event that such a teacher separates from employment by the Board prior to the expiration of such five-year period (other than involuntary separation initiated by the Board), the teacher shall be required to repay to the Board the full amount of any such reimbursement paid by the Board, at the time of such separation.

3. No course that is taken for certification or licensing requirements for the position the teacher currently holds will be acceptable for reimbursement.

4. Courses taken to prepare a teacher for administration, supervision, guidance or other non-classroom related responsibilities are subject to prior administrative approval. As the Intermediate Administrator certification (092) is outside the scope of the teachers' contract, courses taken toward such certification and/or toward a 6th Year Certificate in Administration are not eligible for tuition reimbursement (but are eligible for movement on the salary scale in accordance with the applicable provisions of this Agreement).

5. In addition to the Board's rights regarding transfer and assignment of teachers under Articles VII and VIII of this Agreement, if a teacher has obtained certification in an additional certification area based in part on the receipt of tuition reimbursement under this Article, the Board shall have the right to transfer or reassign the teacher to a position in that certification area.

F. The Board shall pay, within the limits of appropriations, the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions at the request and with the advance approval of the principal and Superintendent or his/her designee for particular purposes of special benefit to the school system and the individual participating.

ARTICLE XIX
LEAVES OF ABSENCE

A. Professional Leave

1. Each teacher may be permitted one day each year for attendance at recognized educational meetings or for visiting some outstanding school system or for the purpose of obtaining C.E.U./C.E.U. equivalents. The arrangements for visiting must be made in advance and the completed plans approved by the principal and Superintendent or his/her designee.

2. With advance approval of the Superintendent, any teacher holding office in a professional organization or invited to participate in a program of that organization

may be excused from duty because of such obligations. Absences for other professional obligations of a similar nature may also be approved.

B. Personal Leave

1. The following leaves of absence with pay and not chargeable against the teacher's sick leave allowance shall be granted under the following conditions, with the approval of the Superintendent or his/her designee: The teacher submits a request in writing on the mutually agreed upon form for such absence to his/her immediate supervisor at least ten (10) days in advance, except in the case of an emergency. All personal leave requests must be approved in advance by the Superintendent or his/her designee.

   a) A maximum of four (4) days in any school year to be used for discretionary reasons of the teacher. Requests to take three (3) or more days of personal leave consecutively will be approved only in extraordinary circumstances, as determined by the Superintendent.

   b) Five (5) days for performance of religious obligations.

   c) Personal days are not intended to be used to extend a vacation or holiday or to create a vacation. Requests to use a personal day before or after a school holiday or vacation will be approved only in extraordinary circumstances, as determined by the Superintendent.

   d) Personal days may not be taken on any day which was originally scheduled to be a school vacation day, but which is used as a school day due to excessive snow days or other factors, unless prior approval is granted by the Superintendent. Such requests will be approved only in extraordinary circumstances, as determined by the Superintendent.

   e) The four (4) days of personal leave listed in subparagraph (a) above, will be issued annually upon the first school day to each teacher. For teachers hired during the school year, the allocation of personal days shall be pro-rated as follows:

Month of Hire	Number of Personal Days Issued
August/September	4
October	3.5
November	3
December	2.5
January	2.5
February	2
March	1.5
April	1.5

May	1.0
June	1.0

C. Bereavement Leave

1. A maximum of three (3) days for a death in the immediate family. Immediate family is defined as an employee's spouse (or person considered by the employee to be like a spouse), child, parent, sibling, grandparent, spouse's parent, child, sibling, or grandparent, or any other relative of the employee or employee's spouse who at the time of his/her death was domiciled in the employee's household. Additional days may be granted at the discretion of the Superintendent.

D. Leaves Without Pay

1. Leaves of absence without pay and without insurance benefits may be granted for the following reasons:

   (a) For the purpose of further study;
   (b) For health reasons, upon advice of a physician;
   (c) Childrearing;
   (d) For other valid reasons subject to the review and recommendation of the Central Office.

2. Application for such leaves of absence must be made in writing and the leave is subject to approval by the Board of Education. Any request for leave of absence should be made prior to April 1.

3. It is expected that, as far as possible, leaves will be so arranged as to begin or end at the close of one of the quarterly marking periods.

4. Notwithstanding the foregoing, any teacher granted such leave may continue such insurance benefits during such leave by reimbursing the Board for the cost of such benefits.

5. An employee who fails to file a notice of intent to return with the Superintendent by the required date shall be deemed to have resigned from the employ of the Board of Education effective on the notice to return date and will forfeit any and all recall rights.

E. Childrearing Leave

1. Any teacher, male or female, shall be entitled, upon written request submitted to the Superintendent of Schools or his/her designee, to an extended leave without pay for purposes of childrearing. This leave shall be separate from any period of sick leave or disability leave with pay related to childbirth. Such teacher shall be entitled to such leave for any school year, or reasonably requested portion of a

school year, in which the child is born or adopted, and for one additional school year if requested by the teacher. If a teacher's childrearing leave extends beyond the period of leave provided under the federal Family and Medical Leave Act, the teacher shall return to work either at the start of the contract year or at the mid-year point of the contract year, unless otherwise agreed between the teacher and the Superintendent of Schools or his/her designee prior to the start of the leave.

2. Childrearing leave shall be subject to the following provisions:

   (a) A written request for childrearing leave must be submitted not less than thirty days in advance of the initial sick leave or intended childrearing leave.

   (b) All insurance benefits shall continue in effect with the employee paying the entire cost of the benefit, except as otherwise required by the federal Family and Medical Leave Act.

   (c) If the teacher's childrearing leave ends at the end of the school year that it started, the teacher is entitled to return to his/her same position, or similar position if the position is eliminated, assuming all notice requirements are complied with. If the teacher is granted additional childrearing leave, the teacher may be assigned to any open position that matches his/her certification.

   (d) Any person employed by the Board of Education to fill the position of any certified professional employee on leave shall be notified in writing by the Superintendent of Schools at the time of employment that said person's long-term substitute contract shall terminate upon the return to active service of the employee on leave whose position is being temporarily filled.

F. Return After Leave of Absence

1. Teachers who have been granted leaves of absence shall notify the Superintendent or his/her designee in writing on or before the first day of February of their intention to resume work at the beginning of the ensuing year. A teacher returning from a childrearing leave at a time other than the start of the next school year shall notify the Superintendent or his/her designee at least sixty (60) days prior to the anticipated return.

2. Any teacher not providing the Superintendent or his/her designee with the appropriate notice is not guaranteed return to a position as stated in Section E.2(c).

3. All teachers returning from leaves of absence (other than leave of absence with specific provisions for placement of returning teachers, if any) granted under this Article shall be restored to a teaching position equivalent in time and at the same

level (elementary or secondary) that they had at the time of the granting of the leave, as follows:

(a) To the specific position he/she held when he/she took the leave of absence if said position is open.

(b) If the specific position is not open, but another position in the same level (elementary or secondary) is open for which the teacher is certified, he/she shall be placed in said open position.

(c) If no open position exists in the same level and area of certification, the returning teacher shall be assigned a position to be made available by removing the teacher with the latest date of hire as a teacher in Manchester within the same level and an area of certification of the returning teacher.

(d) A displaced teacher certified in other areas or another level, shall be assigned a position to be made available by removing the teacher with the latest date of hire in Manchester with such area(s) of certification or level.

(e) Any teacher so displaced shall be retained on the Reappointment List, as if he/she had been laid off.

(f) Any teacher so removed shall be referred to as a "displaced teacher."

(g) Notwithstanding the foregoing, a returning teacher or a displaced teacher may elect to accept a position at a different level.

(h) If the Board can document that a teacher is critical to a particular program in the school system, said teacher may be exempt from this procedure.

G. Deductions for Non-Allowable Absences

Deductions for non-allowable absences shall be made at the rate of 1/187th of the annual salary for each day deducted.

H. Jury Duty and Military Leave

If a teacher is called to serve on jury duty, he/she shall continue to receive the difference between his/her full salary and the per diem payment (but not reimbursed expenses) received by said teacher for such jury duty.

If a teacher is ordered to serve in the military and must serve during school time, the teacher will receive the difference between his/her full salary and the per diem

payment (but not reimbursed expenses) received by said teacher on such military leave, for a period of up to one year.

ARTICLE XX
HEALTH INSURANCE

Teachers who were hired prior to July 1, 2004 on a half-time or greater basis, their spouses and dependents, shall have the insurance plan set forth below provided for them by the Board of Education. Teachers employed on or after July 1, 2004, for more than .5, and their spouses and dependents, shall have the insurance plan set forth below provided for them by the Board of Education.

High deductible/HSA health insurance plan ("HSA Plan")

The HSA plan will include the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	$2,000/4,000	
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Co-insurance Maximum (individual/aggregate family)	N/A	$3,000/$6,000
Cost Share Maximum (individual/aggregate family)	$5,000/10,000	
Lifetime Maximum	Unlimited	
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense, subject to post-deductible drug co-payments as set forth below.	

Following exhaustion of the deductible, prescription drugs shall be subject to post-deductible co-payments of $10/25/40 (retail), and a two times co-payment for mail order.

For each eligible full-time teacher, the Board contribute the following amounts into the teacher's HSA, as applicable:

	2023-24	2024-25	2025-26	2026-27
Individual Coverage	$1,000	$1,000	$900	$800
Family Coverage	$2,000	$2,000	$1,800	$1,600

One-half of the Board's contribution toward the HSA plan deductible will be deposited into the HSA accounts in September, and the remaining one-half of the Board's contribution will be deposited into the HSA accounts in January. The Board's contribution toward the funding of the deductible shall not be deemed an element of the underlying insurance plan. Rather, the Board's contribution toward the funding of the deductible shall relate solely 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 deductible for retirees or other individuals upon their separation from employment.

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

The insurance contribution for dental and medical insurance shall be the following, unless otherwise specified in the collective bargaining agreement.

2023-24	2024-25	2025-26	2026-27
21.0%	21.5%	21.5%	21.5%

The Board shall have the right to self-insure for any of the insurance benefits described in this Article and/or to change administrators/carriers/plans for any of the insurance benefits, provided that the overall level of benefits, when considered as a whole, remains substantially equivalent to the overall level of benefits in effect immediately preceding any such change.
The Board will adopt an Internal Revenue Code Section 125 which allows teachers to pay insurance contributions with pre-tax dollars.

A. Health insurance benefits will be provided to members of the bargaining unit whose spouses are also employed by the Board in accordance with state law.

   Active teachers who fall under Article XXI Section A may voluntarily elect, subject to Section 125 of the Internal Revenue code, to waive all health insurance benefits.

B. The Board of Education shall provide and pay for each teacher $25,000 group life and accident insurance coverage. The teacher shall have the option to increase coverage by $10,000 additional insurance with the full cost of said additional insurance to be paid by the teacher receiving the additional insurance. Retiring teachers may convert such group insurance to individual life insurance policies at the expense of the teacher, to the extent permitted by the carrier.

C. Full Service Dental Plan - individual and family plan including the rider for unmarried children will be provided by the Board of Education. Dental riders A, B, and C will be made available to teachers. Teachers shall pay the entire premium for riders A, B, and C.

D. Upon the death of a teacher, the Board shall afford the surviving spouse the opportunity to purchase health benefits through the Board group plan. Dependent children may also be included until the age of 25 years.

E. Benefits for Retiring Teachers

1. Teachers initially hired on or after July 1, 1998, and who retire under the Connecticut Teachers' Retirement System (Charter 167a of the General Statutes), shall be permitted to participate in the health insurance plan(s) offered to actively employed teachers in accordance with the provisions of Section 10-183t of the Connecticut General Statutes. Such retired teachers shall pay the full costs for such health insurance, less the subsidy provided by the State Teachers' Retirement Board.

2. Any teacher, initially hired on or before June 30, 1998, who retires on or after July 1, 1998, and who qualifies for Board-provided post-retirement health insurance, shall be permitted to participate in the health insurance plan(s) offered to actively employed teachers in accordance with the provisions of Section 10-183t of the Connecticut General Statutes. Such retired teachers shall pay two (2) times the percentage contribution paid by actively employed teachers (as may be amended from time to time) for individual coverage for the retiree. Such retired teachers shall pay one hundred percent (100%) of the additional costs of coverage for any eligible dependents of the retired teacher.

   Included in the cost of such health insurance shall be the base dental insurance that is provided for active teachers.

   The Manchester Board of Education shall be contractually entitled to retain State payments under C.G.S. Section 10-183t to offset or defray the cost of health insurance.

3. When teachers retire and become eligible for Medicare, they may acquire their health benefits through the health plan maintained by the State Teachers' Retirement System or enroll in the Board's Medicare Supplement plan and pay 100% of the premium in accordance in with 10-183t.

4. Teachers hired starting with the 1995-96 school year must have a minimum of fifteen (15) years of service in the Manchester Public Schools as a contracted teacher, in order to receive contract benefits, as provided to active teachers, as described in subsection (b) or (c) above. For teachers receiving a disability allowance, the minimum years of service provision shall be waived.

5. If both husband and wife were employed by the Manchester Board of Education at the time of their respective retirements, each shall be covered separately upon retirement and/or in accordance with C.G.S. Section 10-183t.

6. Upon the death of a retired teacher, the surviving spouse may purchase health benefits through the Board group plan in accordance with the provisions of Section 10-183t of the Connecticut General Statutes, with the surviving spouse paying the entire cost of the premiums (less the subsidy provided by the State Teachers' Retirement Board). The surviving spouse may purchase such benefits only if he/she does not have other health insurance coverage.

F. Teachers employed on less than a half-time basis shall receive no benefits provided by the Board but shall have the option of buying said benefits at the group rate.

G. Section 125 Flexible Benefits Plan

The Manchester Board of Education agrees to establish a Section 125 Flexible Benefits Plans subject to Federal and State Law and IRS Rules and Regulations. The Board will modify its Section 125 Plan to:

1. Provide for pre-tax treatment of dependent care expenses, subject to the provisions of Section 125 of the Internal Revenue Code.

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

H. The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. Should any Federal statute or regulation pertaining to IRC §4980I and/or any material amendment to IRC §4980I and/or any related and/or similar federal law be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will reopen the health insurance provisions of Article XX for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

ARTICLE XXI
PAYROLL DEDUCTIONS

A. 1. Deductions - Upon the submission of a voluntary written authorization signed by a teacher, the Manchester Board of Education agrees to deduct from the teacher an amount equal to the Association membership dues by means of payroll deductions. The amount of the deduction from each paycheck shall be equal to the total Association membership dues divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The amount of Association membership dues shall be certified by the Association to the Board of Education prior to the opening of school each year.

2. **Subsequent Employment** - Subject to the provisions of Section 2 above, those teachers whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the remaining school year, unless the Association notifies the Administration otherwise.

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

4. **Save Harmless** - The Association agrees to indemnify and save the Board harmless from any claim or lawsuit arising from the Board's fulfillment of its obligations under this section. The Board agrees that the Association shall assume the exclusive legal defense of any such claim or lawsuit. In assuming such defense on the Board's behalf the Association will hire and compensate legal counsel. Legal counsel hired by the Association shall confer with the Board or its representatives concerning the defense of claims and lawsuits against the Board. The Association shall have the right to compromise or settle any claim or lawsuit against the Board under this section.

B. Other payroll deductions may be provided for as agreed to in cooperation with the central office.

ARTICLE XXII
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. It is understood that teachers shall continue to serve under the direction of the Superintendent of Schools and in accordance with Board and administrative policies,

rules and regulations, provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.

C. There shall be no reprisals of any kind taken against any teacher by reason of membership in a professional education organization or participation in its activities.

D. Teachers shall have the opportunity to review the contents of any reports originated in this system which are contained in their personal files as maintained by building principals, supervisors or the Superintendent. One personnel file used for employment-related matters will be designated as the central office (Superintendent's) file. No material originating after original employment shall be placed in a teacher's personnel file unless the teacher has been notified and has had an opportunity to review the material. Teacher initials or signature will not indicate approval of content. The teacher will also have the option of attaching a response to any material(s) in the personal or personnel file.

E. 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.

F.

1. The President of the Manchester Education Association shall have his/her teaching assignment reduced to a half-time assignment during the period of his/her term(s) as President, at the option of the Association. The President's half-time teaching assignment will be the same position he/she taught prior to serving as President.

2. The President, during said term(s), shall receive all benefits, rights and privileges of a full-time teacher and the Board shall be solely responsible for all fringe benefits for said President.

3. The President shall be paid as a full-time teacher by the Board on his/her proper step level and degree level on the salary schedule and the Association shall contribute the salary for the teacher assuming the MEA President's teaching duties to the Board.

4. The official representatives of the Association shall be granted release time without loss of pay when necessary in the performance of their duties. Such released time is subject to the approval of the Superintendent or his designee and will be requested in accordance with established administrative procedures. The Association and its officers recognize and agree that this privilege will not be abused.

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

H. 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. A copy of any written policy of the Board shall be forwarded to the Association at the same time as a copy thereof is sent to the principals.

I. Any substantive complaint made against a teacher or person for whom the teacher is administratively responsible, by any parent, student, or other person, shall promptly be called to the attention of the teacher. In no case shall any anonymous and/or unsubstantiated complaint be placed in any teacher's file.

ARTICLE XXIII
JUST CAUSE

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, denied an increment, or suspended without reasonable and just cause. If a teacher is to be formally disciplined such action shall be in accordance with Progressive Discipline.

ARTICLE XXIV
BOARD RIGHTS

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation of the schools, and the direction of the professional staff are vested exclusively in the Board or in the Superintendent when so delegated by the Board. Such rights include, but are not limited to the following:

1) To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Board.

2) To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices, or procedures, subject to the Association's rights under the Teacher Negotiation Act.

3) To discontinue processes or operations or to discontinue their performance by employees.

4) To select and to determine the number and types of employees required to perform the Board's operations, and to create, modify and/or eliminate positions accordingly.

5) To employ, transfer, or to lay off or otherwise relieve employees from duty for legitimate reasons when it shall be in the best interests of the Board.

6) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them. Nothing in the preceding sentence shall be construed to prevent the Board from taking disciplinary action against an employee for conduct not prohibited by a specific rule or regulation if the employee should reasonably have known that such conduct was improper. Disciplinary action shall be subject to the just cause provision set forth in this Agreement.

7) To create job specifications and revise existing job specifications, subject to the Union's right to negotiate the assigned salary rates.

8) To determine the work schedules for employees.

ARTICLE XXV
DURATION

The provisions of this agreement shall be effective as of July 1, 2023 and shall continue and remain in full force and effect until June 30, 2027.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 5th day of December, 2022

Manchester Board of Education

Christopher Pattacini, Chairperson
Manchester Board of Education

Manchester Education Association

Shelley Carlson, President
Manchester Education Association

APPENDIX A

MANCHESTER BOARD OF EDUCATION

Teachers entering the Manchester School System with previous experience shall be placed on the salary schedule in accordance with the following:

Years of Experience

2022-23		2023-24			2024-25			2025-26			2026-27			06/30/2027	
STEP	***EXP***	**STEP**	**EXP**		**STEP**	**EXP**		**STEP**	**EXP**		**STEP**	**EXP**		**STEP**	**EXP**
2	*1*	**2.5**	1		~~**2**~~	~~0~~		~~**2.5**~~	~~0~~		~~**2**~~	~~0~~		1	1
3	*2-5*	**3.5**	2		**3**	1		**3.5**	1		~~**3**~~	~~0~~		2	2
4	*6*	**4.5**	3-6		**4**	2		**4.5**	2		**4**	1		3	3
5	*7-9*	**5.5**	7		**5**	3		**5.5**	3		**5**	2		4	4
6	*10*	**6.5**	8-10		**6**	4-7		**6.5**	4		**6**	3		5	5
7	*11*	**7.5**	11		**7**	8		**7.5**	5-8		**7**	4		6	6-9
8	*12-14*	**8.5**	12		**8**	9-11		**8.5**	9		**8**	5		7	10
9	*15-16*	**9.5**	13-15		**9**	12		**9.5**	10-12		**9**	6-9		8	11-13
10	*17*	**10.5**	16-17		**10**	13		**10.5**	13		**10**	10		9	14
11	*18*	**11.5**	18		**11**	14-16		**11.5**	14		**11**	11-13		10	-
12	*19-20*	**12.5**	19		**12**	17-18		**12.5**	15-17		**12**	14		11	15+
13	*21+*	**13**	20+		**13**	19+		**13**	18+		**13**	15+			

2023-24 SALARY SCHEDULE

Step	B.A.	B.A. + 15	B.A.+30 Master's	M.A.+30	Doctorate
2.5	51,328	52,703	54,536	59,119	67,827
3.5	53,160	54,536	56,598	61,181	69,889
4.5	54,994	56,370	58,889	63,473	72,180
5.5	56,827	58,203	61,409	65,993	74,701
6.5	58,661	60,035	64,160	68,742	77,450
7.5	61,182	62,556	67,140	71,721	80,428
8.5	64,617	65,993	70,348	75,159	83,865
9.5	68,240	69,808	74,701	79,742	88,448
10.5	71,172	73,012	79,492	84,771	93,327
11.5	73,458	75,457	83,509	89,210	97,629
12.5	76,493	78,675	88,329	94,463	102,993
13	80,149	82,484	93,225	99,751	108,572

Each teacher shall move up one and a half steps on the salary schedule, effective July 1, 2023.

2024-25 SALARY SCHEDULE

Step	B.A.	B.A. + 15	B.A.+30 Master's	M.A.+30	Doctorate
~~2~~	~~50,412~~	~~51,786~~	~~53,620~~	~~58,203~~	~~66,910~~
3	52,243	53,620	55,452	60,034	68,744
4	54,076	55,452	57,743	62,327	71,034
5	55,911	57,287	60,034	64,618	73,325
6	57,743	59,118	62,784	67,368	76,076
7	59,579	60,952	65,535	70,116	78,823
8	62,784	64,159	68,744	73,325	82,032
9	66,450	67,827	71,951	76,993	85,698
10	70,029	71,789	77,450	82,491	91,198
11	72,315	74,234	81,534	87,050	95,455
12	74,600	76,680	85,483	91,370	99,803
13	81,752	84,134	95,090	101,746	110,743

Each teacher shall move up one and a half steps on the salary schedule, effective July 1, 2024.

2025-26 SALARY SCHEDULE

Step	B.A.	B.A. + 15	B.A.+30 Master's	M.A.+30	Doctorate
~~2.5~~	~~51,328~~	~~52,703~~	~~54,536~~	~~59,119~~	~~67,827~~
3.5	53,160	54,536	56,598	61,181	69,889
4.5	54,994	56,370	58,889	63,473	72,180
5.5	56,827	58,203	61,409	65,993	74,701
6.5	58,661	60,035	64,160	68,742	77,450
7.5	61,182	62,556	67,140	71,721	80,428
8.5	64,617	65,993	70,348	75,159	83,865
9.5	68,240	69,808	74,701	79,742	88,448
10.5	71,172	73,012	79,492	84,771	93,327
11.5	73,458	75,457	83,509	89,210	97,629
12.5	76,493	78,675	88,329	94,463	102,993
13	83,387	85,817	96,992	103,781	112,958

Each teacher shall move up one and a half steps on the salary schedule, effective July 1, 2025.

2026-27 SALARY SCHEDULE

Step	B.A.	B.A. + 15	B.A.+30 Master's	M.A.+30	Doctorate
~~2~~	~~50,412~~	~~51,786~~	~~53,620~~	~~58,203~~	~~66,910~~
~~3~~	~~52,243~~	~~53,620~~	~~55,452~~	~~60,034~~	~~68,744~~
4	54,076	55,452	57,743	62,327	71,034
5	55,911	57,287	60,034	64,618	73,325
6	57,743	59,118	62,784	67,368	76,076
7	59,579	60,952	65,535	70,116	78,823
8	62,784	64,159	68,744	73,325	82,032
9	66,450	67,827	71,951	76,993	85,698
10	70,029	71,789	77,450	82,491	91,198
11	72,315	74,234	81,534	87,050	95,455
12	74,600	76,680	85,483	91,370	99,803
13	85,055	87,533	98,932	105,857	115,217

Each teacher shall move up one and a half steps on the salary schedule, effective July 1, 2026.

Retention Bonus: A $500 retention bonus will be paid to teachers who are on the maximum step of the salary schedule as of June 30, 2023 and who are employed by the Board for the 2023-2024 school year. Such payment shall be paid in the second payroll of the 2023-2024 school year as a lump sum payment (subject to all applicable withholding), subject to each teacher's right (to the extent permitted by the Internal Revenue Code and IRS regulations) to have such money made as a pre-tax contribution to the teacher's HSA or 403b account.

Effective June 30, 2027:

- The Board and the Association agree to split the bubble between the penultimate step and the maximum step by adding a step in between those steps (that is the average of the penultimate step and the maximum step).
- The steps will be renumbered, as set forth in the schedule below.
- No step advancement will occur on June 30, 2027, and no teacher's actual salary will change on June 30, 2027. Teachers who were on the maximum step immediately prior to June 30, 2027 will remain on the maximum step, effective June 30, 2027.

The parties agree that the salary schedule set forth below will be used as the basis for the parties' negotiations for a successor collective bargaining agreement. The actual salaries and/or step advancement for the period July 1, 2027 forward will be subject to those negotiations for the successor collective bargaining agreement.

EFFECTIVE JUNE 30, 2027

YOE	Step	BA	BA+15	BA+30/ Masters	MA+30	PhD
1	1	54,076	55,452	57,743	62,327	71,034
2	2	55,911	57,287	60,034	64,618	73,325
3	3	57,743	59,118	62,784	67,368	76,076
4	4	59,579	60,952	65,535	70,116	78,823
5	5	62,784	64,159	68,744	73,325	82,032
6-9	6	66,450	67,827	71,951	76,993	85,698
10	7	70,029	71,789	77,450	82,491	91,198
11-13	8	72,315	74,234	81,534	87,050	95,455
14	9	74,600	76,680	85,483	91,370	99,803
-	10	79,828	82,107	92,208	98,614	107,510
15+	11	85,055	87,533	98,932	105,857	115,217

APPENDIX B

OTHER SALARY SCHEDULES

(1) Certified Teachers of Homebound Children and Certified Teachers providing tutorial instruction after school:

Rate Per Hour			
2023-24	**2024-25**	**2025-26**	**2026-27**
$36.16	$36.88	$37.62	$38.37

(2) Summer School and Curriculum Development

A. Teachers employed teaching summer school shall be paid at the rate of:

Rate Per Hour			
2023-24	**2024-25**	**2025-26**	**2026-27**
$41.64	$42.47	$43.32	$44.19

B. Teachers employed to develop curriculum, etc. shall receive:

Rate Per Hour			
2023-24	**2024-25**	**2025-26**	**2026-27**
$30.68	$31.29	$31.92	$32.56

C. Teachers employed in the summer to perform duties associated with his/her instruction during the school year (i.e. PPT's, EIP's) shall be compensated at their hourly per diem rate.

(3) Extracurricular Pay and Co-curricular Pay Schedule:

A. Point compensation:

Rate Per Point			
2023-24	**2024-25**	**2025-26**	**2026-27**
$308.92	$315.10	$321.40	$327.83

B. The point schedule for extracurricular pay is set forth in Appendix E. Changes in the current point schedule will only be addressed during contract negotiations. Extracurricular or Co-curricular assignments of certified personnel shall not occur without the opportunity for negotiations upon request for fair and equitable compensation for such assignments.

C. It is understood by the Manchester Education Association and the Manchester Board of Education that the number of teachers is exclusive of the facilitator or the representative.

D. High School Curriculum and Instructional Leader (Language Arts, World Language, Math, Science, Social Studies, Business, Family/Consumer Science, Physical Education, Technology, Library Media and Health):

			Release Time from Teaching
Class I	1-4 teachers	8 pts.	0
Class II	5-8 teachers	12 pts.	20%
Class III	9-12 teachers	14 pts.	40%
Class IV	13-16 teachers	17 pts.	40%
Class V	17 and over teachers	20 pts.	40%

Any presentation outside of the normal work day that is required by an Administrator shall be compensated at a rates below per hour or for any portion thereof.

Rate Per Hour			
2023-24	**2024-25**	**2025-26**	**2026-27**
$30.68	$31.29	$31.92	$32.56

E. Pre-K-12 Curriculum Leaders, Art, Music/Performing Arts

			Release Time For Teachers
Class I	1-4 teachers	12 pts.	40%
Class II	5-8 teachers	16 pts.	40%
Class III	9-12 teachers	20 pts.	40%
Class IV	13-16 teachers	23 pts.	40%
Class V	17 and over teachers	26 pts.	40%

F. Library Media Department Head 17 pts. 40%

G. ELL Coordinator 15 pts. 0%
Literacy Facilitator Coordinator 15 pts. 0%

H. High School Special Education Head

Class I	1-4 teachers	6 pts.	40%
Class II	5-8 teachers	10 pts.	40%
Class III	9-12 teachers	14 pts.	40%
Class IV	13-16 teachers	17 pts.	40%
Class V	17 and over teachers	20 pts.	40%

I. High School Driver Training Head/Treasurer 17 pts.

J. MRA Head Teacher 20 pts.

K. Academy Lead Teachers/Middle School Team Leaders

4-8 Teachers	7 pts.

L. PLC Leader PreK-12

5 or more teachers	2 pts.

M. In counting middle school teachers for the purpose of compensating the middle school facilitator, a teacher will be counted in each department for which he/she teaches. For example: a 6th grade teacher .40 science and .60 language arts would be counted as a "whole person" in each of the science and language arts departments. This method replaces a previous method by which 6th grade teachers were assigned on a percentage basis to various departments.

In counting middle school teachers for the purpose of compensating the middle school team leader, any teacher assigned to a team shall be counted as part of the team. For example: a special education teacher assigned, or on, Team A shall be considered part of the team.

Middle School Facilitator

		Old	New
Class I	1-4 teachers	6 pts.	4 pts.
Class II	5-8 teachers	10 pts.	8 pts.
Class III	9-12 teachers	14 pts.	12 pts.
Class IV	13-16 teachers	17 pts.	15 pts.
Class V	17 teachers and above	20 pts.	18 pts.

N.	Gr. K-5 Math/Science/Technology Specialists	4 pts.
O.	SIT Coordinator	10 pts.
P.	Public Relations Stipend (1 per school)	2 pts.
Q.	Grade 7 & 8 Algebra and Geometry Mathematics Chairperson	6 pts.
R.	Neuropsychological Examiner	20 pts.
S.	Early Intervention Program Chair	2 pts.
T.	Positive Behavior Support Chair	2 pts.
U.	Webmaster	4 pts.
V.	MRA Cafeteria Manager Department Head	10 pts.

W. World Language Liaison 6 pts.

X. Bennet Academy Team Leaders

Class I	1-4 Teachers	3 pts.
Class II	5-8 Teachers	7 pts.

Y. Chemical Hygiene Officer

Grades 9-12	13 pts.
Grades K-8	9 pts.

Z. Bilingual Youth and Family Support Facilitator 14 pts.

AA. Elementary and Middle School Club Advisor Stipend(s) 12 pts per school distribution to be determined annually by building principal in consultation with the MEA building representatives.

BB. Illing Middle School Guidance Department Facilitator 10 pts.

CC. Illing Middle School Climate Resources Coach 15 pts 40% release time

DD. Illing Middle School Science Lab:

Lead Teacher(s)	6 pts.
Assistant Teacher(s)	4 pts.

EE. High School Club Advisor Stipend(s) 20 pts per school distribution to be determined annually by building principal in consultation with the MEA building representatives.

FF. District-Wide Restorative Practices Coordinator 20 pts.

(4) Longevity Service Recognition

Years 6 through 10 after maximum	$150
Years 11 through 15 after maximum	$300
Years 16 and greater after maximum	$500

Teachers hired on or after July 1, 1998 shall not be eligible for longevity payments.

(5) Elementary Music Teachers

Elementary music teachers who are required to teach music groups, such as band or orchestra, before the start of school, and who are not released from any other required

duties, will receive a total of three points per year for each school at which such requirements apply to a teacher.

(6) Travel Reimbursement

Any teacher who uses his/her personal vehicle to travel between schools or perform Board of Education business will be reimbursed at the current I.R.S. rate. Payment will be monthly.

(7) Compensation for Staff Development Presenters

A. Presentations by teachers during a staff development day.

Teachers will not be compensated for the presentation itself. However, teachers will be compensated for their preparation time up to a maximum of two hours of preparation time for each hour of presentation time at the rates of:

Rate Per Hour			
2023-24	**2024-25**	**2025-26**	**2026-27**
$21.91	$22.35	$22.80	$23.26

For example: A teacher presents a three-hour workshop and would be reimbursed for up to six hours of preparation time.

Rate for up to 6 hours			
2023-24	**2024-25**	**2025-26**	**2026-27**
$131.46	$134.10	$136.80	$139.56

B. Presentation by teachers beyond school hours at a workshop that benefits Manchester teachers shall be compensated for the preparation and presentation of the workshop.

Such compensation shall be up to a maximum of 2:1 for preparation time and a ratio of 1:1 for presentation time at the rates of:

Rate Per Hour			
2023-24	**2024-25**	**2025-26**	**2026-27**
$21.91	$22.35	$22.80	$23.26

For example: A teacher presenting a two-hour workshop after school would be compensated for up to four hours of preparation time and two hours of presentation time (6 hours).

Rate for up to 6 hours			
2023-24	**2024-25**	**2025-26**	**2026-27**
$131.46	$134.10	$136.80	$139.56

C. In lieu of compensation for preparation, Administration may opt to have teachers prepare for the workshop by hiring a substitute. The teacher shall only be compensated for the presentation at:

Rate Per Hour			
2023-24	**2024-25**	**2025-26**	**2026-27**
$21.91	$22.35	$22.80	$23.26

(8) National Board Certification: Teachers who attain the National Board Certification shall receive an annual stipend of $1000.

(9) Online Learning Facilitator and Mentor: The Online Learning Facilitator and Mentor will facilitate all external online learning programs and coordinate student and mentor assignments. The stipend for this position is 15 points

(10) New Horizons Alternative Education Program

Teachers employed in the New Horizons Program shall be compensated at their per diem hourly rate up to a maximum of $55 per hour. Teachers will be compensated for one-half hour preparation period per day worked.

All teachers regularly employed in the Manchester School System will be given the opportunity for an interview for open positions in the program. Overriding consideration is what will be in the best interest of the students and the needs of the program.

(11) Summer Advantage Academy of Manchester (SAAM) Program Planners

SAAM Program Planners shall receive a stipend of $2,800. Initial planning two (2) or more times a week after school from 3:45 p.m. – 6:00 p.m. or 6:30 p.m.

(12) CTE College Pathways/Perkins Coordinator

CTE College Pathways/Perkins Coordinator shall receive a stipend of $4,000 quarterly with release from 2 classes. Oversees, revises and coordinates the Perkins Grant Distribution. In addition, administers CTE assessment, including concentrator survey, composes Continuous Improvement Plan (CIP) report and coordinates College Career Pathways Program (CCP).

(13) Coordinator of Behavioral Interventions

Coordinator of Behavioral Interventions shall receive a stipend of $10,000 with 50% release time.

(14) District-Wide Youth Empowerment Coordinator

Youth Empowerment Coordinator shall receive a stipend of $3,000 per quarter with summer work paid separately.

APPENDIX C

GENERAL CONDITIONS AFFECTING SALARIES

A. Salary payments to teachers for the school years covered by this Agreement will be made by direct deposit (except for the final paycheck for a teacher leaving the district) according to the following schedule: teachers' salary payments must follow the regular Board of Education payroll schedule but in no circumstances will the first payment of the school year be later than the second Friday of the student school year. Payments will be as nearly equal in size as possible. Teachers may elect to receive salary payments in either 21 or 26 installments. Unpaid installments, when 26 have been indicated, will be paid at the end of the school year.

B. When employing new members of the staff, the Superintendent shall place any new employee on the proper step and degree classification on the salary schedule in accordance with the employee's years of preparation and experience. The exception to this procedure may occur only when the State Department of Education has determined that a shortage area exists. Under these conditions the Superintendent, in consultation with the Association, may place a new teacher hired into that shortage area up to five (5) years above their normal placement on the salary schedule. Experience of a non-teaching nature which clearly contributes to teaching qualifications may be evaluated by the Superintendent and credited on the schedule. The Association shall be notified in writing of any such action by the Board in crediting a teacher for experience of a non-teaching nature. Any teacher who is currently employed in a shortage area that was not eligible for an advanced step placement at the time of hire, and who is now placed lower on the salary schedule than less experienced teachers who work in the same shortage area, may request a meeting with the Superintendent and a representative from the Association for the purpose of attempting to eliminate or minimize the discrepancy in step placement. Following that meeting, the Superintendent's decision regarding the teacher's step placement shall be final and shall not be subject to the grievance procedure.

The Association shall receive copies of all new hire letters.

C. All teachers whose work is satisfactory shall be advanced regularly year by year on the salary schedule from the point at which they start, unless a step freeze applies to a contract year, provided that they have actually worked at least ninety (90) days in the preceding school year (excluding all leave time). Any teacher hired mid-year from a teaching position in another district who works less than ninety (90) days in Manchester will be credited with days worked in the previous district for the purpose of calculating at least ninety (90) days of work required for step advancement.

D. The yearly increment may be withheld if the service of the preceding year is less than satisfactory, or may be granted subject to conditions established by the Superintendent, provided that if any increment is withheld, a written statement of the reasons therefore

shall be given to the teacher by April 1. A disagreement over whether such withholding or granting of an increment is justified shall be subject to the grievance procedure.

E. No teacher shall advance or be on the Master's (BA + 30) salary schedule column unless he/she has obtained an earned master's degree or 30 credits in an approved graduate program from an accredited college or university. Any employee hired on or after July 1, 2013 must earn a Master's Degree from an accredited college or university in order to be placed on the Master's schedule. For MA + 30 placement, a teacher must show a second master's degree in a discipline other than the discipline in which the initial master's degree was attained, the completion of a 6th year certificate from an accredited college or university or 30 credits in an approved graduate program. Notwithstanding the foregoing, effective at the midpoint of the 2019-20 teacher work year, teachers who have earned a Master's Degree consistent with the teacher's certification area and job assignment in which 60 credits or more are required shall be placed on the MA + 30 salary schedule column. (The parties agree that the preceding sentence shall not be applied retroactively to any date prior to the midpoint of the 2019-20 work year for any teacher). For placement on the Doctoral lane, a teacher must earn a doctorate from an accredited college or university.

F. Whenever a teacher qualifies for classification on a higher schedule, advancement to that schedule shall be made for the next school year following the completion of the requirement. The bachelor's degrees shall be required for placement on the four-year schedule. A bachelor's degree and 15 semester hours of approved work beyond shall be required for placement on the four-year plus 15 schedule. Effective July 1, 2007, any teacher who has earned a doctorate from an accredited college or university shall be entitled to placement on the Doctoral Level.

G. It is agreed that in the event that any new position is established for the employment of a certificated professional personnel in the bargaining unit, the Superintendent will discuss with the Association the establishment of the salary schedule for such position and the Association shall be given the opportunity to negotiate with regard to such salary schedule with the Board.

H. No teacher shall receive time (compensatory time) in lieu of compensation without a written agreement between the Association and the Board of Education.

I. Pro-Rated Compensation

Daily rate of the individual teacher shall be calculated on the basis of the individual's contractual salary (actual step placement on the salary schedule) for the appropriate school year divided by the number of contractual work days for said year.

APPENDIX D

MANCHESTER PUBLIC SCHOOLS
SCHOOL CALENDAR

The Manchester Public School Calendar shall be determined by the Board after input from the Association.

APPENDIX E

EXTRACURRICULAR POINT SCHEDULE

As a rule, any newly proposed club or sport must go through a one-year "probation and evaluation" period. After that period, the evaluation will be reviewed by a committee comprised of the building principal, the SAA Advisor (at the school), and a representative of the MEA.

If the committee recommends that the club be given "points," its recommendation must be forwarded to the Human Resource Office by November 1st for possible inclusion in the following year's budget. The committee may also forward to the Human Resource Office recommended deletions.

The Superintendent/designee shall adopt or reject the committee's recommendation for the following year's budget. The decision by the Superintendent/designee shall be communicated to all parties involved as soon as possible.

It is clearly understood that "between negotiations" the Administration has the legal right to eliminate and/or create positions and the Manchester Education Association has the legal right to negotiate any point compensation for newly created positions.

NAME OF POSITION	POINTS		
High School Sports	**1-3 yrs. Step 1**	**4-6 yrs. Step 2**	**7+ yrs. Step 3**
Baseball (Boys)	17	19	21
Assistant	13	14	15
J.V.	13	14	15
Freshman	13	14	15
Basketball (Boys)	22	24	26
Assistant	16	17	18
Freshman	13	14	15
Basketball (Girls)	22	24	26
Assistant	16	17	18
Freshman	13	14	15
Cheerleading Fall	12	13	14
J.V. &	9	10	11
Freshman Winter	7	8	9
(each season)			
Cross Country (Boys)	13	14	15
Assistant	9	10	11
Cross Country (Girls)	13	14	15
Assistant	9	10	11
Diving (Boys)	7	8	9
Diving (Girls)	7	8	9
Football (Boys)	25	27	29
Assistant (4)	17 ea.	18 ea.	19 ea.
Freshman	15	16	17
Assistant	10	11	12
Golf (Boys)	13	14	15
Golf (Girls)	13	14	15
Assistant Golf (Coed)	10	11	12
J.V.	10	11	12
Indoor Track (Boys)	18	19	20
Assistant (1.5)	13	14	15
Indoor Track (Girls)	18	19	20
Assistant (1.5)	13	14	15
Soccer (Boys)	16	18	20
Assistant	12	13	14
J.V.	12	13	14
Freshman	10	11	12

NAME OF POSITION	POINTS		
High School Sports	**1-3 yrs. Step 1**	**4-6 yrs. Step 2**	**7+ yrs. Step 3**
Soccer (Girls)	16	18	20
Assistant	12	13	14
J.V.	12	13	14
Freshman	10	11	12

Softball (Girls)	17	19	21
Assistant	13	14	15
J.V.	13	14	15
Freshman	13	14	15
Strength Coach	11	12	13
Fall	11	12	13
Winter	11	12	13
Spring	11	12	13
Swimming (Boys)	20	22	24
Assistant	12	13	14
Swimming (Girls)	20	22	24
Assistant	12	13	14
Tennis (Boys)	14	15	16
Tennis (Girls)	14	15	16
J.V. Tennis (Coed)	10	11	12
Track (Boys)	16	18	20
Assistant (1)	12	13	14
Freshman	11	12	13
Track (Girls)	16	18	20
Assistant	12	13	14
Freshman	11	12	13
Unified Sports	10	11	12
Volleyball (Girls)	16	18	20
Assistant (2)	12 ea.	13 ea.	14 ea.
Wrestling	19	21	23
Assistant	14	15	16

NAME OF POSITION	POINTS		
Middle School Sports	**1-3 yrs. Step 1**	**4-6 yrs. Step 2**	**7+ yrs. Step 3**
Athletic Director	20	21	22
Baseball (Boys)	8	9	10
Basketball (Boys)	8	9	10
Basketball (Girls)	8	9	10
Cheerleaders	8	9	10
Cross Country (Coed)	10		
Intramural Supervisor	3		
Intramural Coach	2		
Soccer (Boys)	8		10
Soccer (Girls)	8	9	10
Softball (Girls)	8	9	10
Track Coed	10	11	12
Assistant (2)	6	7	8
Unified Sports	10	11	12
Wrestling	8	9	10
Assistant	6	7	8

NAME OF POSITION	POINTS		
High School Clubs	**1-3 yrs. Step 1**	**4-6 yrs. Step 2**	**7+ yrs. Step 3**
Ambassador Program Advisor	4		
Activities Planning Board	13		
World Language Club	4		
FACTS	4		
American Sign Language	4		
PAWS	4		
Environment Club	4		
Girls Who Code	4		
Debate	4		
Model UN	4		
Amnesty International	6	7	8
Art Club	6	7	9

Band	16	17	18
Assistant Band Director	14	15	16
Chamber Orchestra	16	17	18

NAME OF POSITION	**POINTS**		
High School Clubs	**1-3 yrs. Step 1**	**4-6 yrs. Step 2**	**7+ yrs. Step 3**
Class Advisors: Freshman (2) Sophomore (2) Junior (2) Senior (2)	 6 ea. 6 ea. 6 ea. 8 ea.		
Color/Winter Guard	6		
Computer Club	6		
Dance Team	7	8	9
Dramatics, Director Assistant	14 8	15 9	16 10
Drill Team Steppers	7	8	9
Exploratory Jewelry Club	4		
FBLA	6		
French Club	4		
Future Health Professionals	6		
Hand Bell Choir	8		
Honor Society	4		
Student Activists	5		
Jazz Choir	8		
Jazz Combo	8		
Link Crew (7)	4		
Math Team Coach	5	6	7
Multicultural	5		
Musical, Director Assistant	10 7		
News Media	10	11	12

NAME OF POSITION	POINTS		
High School Clubs	**1-3 yrs. Step 1**	**4-6 yrs. Step 2**	**7+ yrs. Step 3**
Orchestra Pit, Musical Only	5		
Percussion Instructor	6		
Poetry Club	4		
Robotics	8		
Round Table	16	17	18
SAA Cashier	16		
Sewing Club Advisor	5		
Ski Club	4		
Summer Band	3		
Tech. Student Association	6		
West Indian Club	5		
Yearbook Advisor - Summer	9		
Choreography	6		
"G" Safe Alliance	4		
Fencing Club	4		
YMLG	4		
YWLG	4		
Chess	4		
Interact	4		
Imagine College (per mentee)	2		

Middle School Clubs	**1-3 yrs. Step 1**	**4-6 yrs. Step 2**	**7+ yrs. Step 3**
Art Club	6	7	8
Band	14	15	16
Modern Band Advisor	4		
Middle School Singers	12	13	14
Boys & Girls Choir	14	16	18
Drama Assistant	12 8	13 9	14 10
Chamber Orchestra	12	13	14
Science Club	5	6	7
Project O (Oceanology)	5	6	7

NAME OF POSITION	**POINTS**		
MRA	**1-3 yrs. Step 1**	**4-6 yrs. Step 2**	**7+ yrs. Step 3**
Student Activities Coordinator	6		
Yearbook Coordinator	3		

NAME OF POSITION	POINTS		
Middle School Clubs	**1-3 yrs. Step 1**	**4-6 yrs. Step 2**	**7+ yrs. Step 3**
Financial Literacy	5		
Future Problem Solving	5		
G-SAFE Alliance	4		
Home Economics (FACS)	6	7	8
Junior National Honor Society	4		
Illing Conservatory	6		
Latin Dance Club Advisor	2.5	**3.5**	**4**
Literacy/School Store Club	6		
Mathletes	2		
Media Production Club	5		
Multicultural	7		
Peer Mediation	7		
Poetry Club	6		
Reading All-Stars	2		
SAA Cashier	16		
Student Intervention Team Leader	10		
Ski Club	4		
Student Council	12		
Technology Student Association	6	7	8
Unified Sports	10	11	12
Yearbook	9		
Bennet Music Program	**1-3 yrs. Step 1**	**4-6 yrs. Step 2**	**7+ yrs. Step 3**
Band & Orchestra	14	15	16
Choral Director	14	16	18

Bennet Clubs	**1-3 yrs. Step 1**	**4-6 yrs. Step 2**	**7+ yrs. Step 3**
Math Olympiads (2)	4		
Robotics Club	4		
Rocket Club	4		
Running Club Advisors (2)	2		
School Store Advisor	6		

District-wide Clubs	**1-3 yrs. Step 1**	**4-6 yrs. Step 2**	**7+ yrs. Step 3**
Robotics Advisor	8		
STEAM Advisor	8		
Elementary Robotics Club	4		

NAME OF POSITION	**POINTS**		
Manchester High School	**1-3 yrs. Step 1**	**4-6 yrs. Step 2**	**7+ yrs. Step 3**
Family and Consumer Science Food Shopping/Budget Coordinator	4		

NAME OF POSITION	**POINTS**		
District-wide	**1-3 yrs. Step 1**	**4-6 yrs. Step 2**	**7+ yrs. Step 3**
Instrumental Inventory Coordinator	18		