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

**July 1, 2022 through June 30, 2025**

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THIS AGREEMENT is made and entered into by and between the BARKHAMSTED BOARD OF EDUCATION (hereinafter referred to as the Board), and the BARKHAMSTED EDUCATION ASSOCIATION (hereinafter referred to as the Association).

## **ARTICLE I - RECOGNITION**

**Section 1.01.** The Board recognizes the Association as the exclusive representative of all certified professional employees employed by the Board in positions requiring a teaching or other certificate (other than temporary substitutes) not included in any administrator's unit or excluded from the purview of Section 10-1 53a to 10-1 53g, inclusive, of the Connecticut General Statutes.

**Section 1.02.** The term "teacher", for both full- and part-time, as used in this Agreement, except where otherwise indicated, is applied to all professional employees whose position requires a teaching certificate pursuant to Connecticut General Statutes §10-153b.

## **ARTICLE II - MANAGEMENT RIGHTS CLAUSE**

**Section 2.01.** The Board has and will continue to retain the sole and unquestionable right, responsibility and prerogative to direct the operation of the school in all respects including, but not limited to, the following: To maintain such educational activities as in its judgment will best serve the interests of the Barkhamsted School; to employ, assign, and transfer teachers; to suspend and dismiss teachers in the manner provided by statute; to reduce teacher compensation for just cause; to prescribe rules for the management, studies, classification and discipline of the school. These rights, responsibilities, and prerogatives are not subject to derogation in whole or in part, except that the same shall not be exercised in a manner inconsistent with, or in violation of, any of the specific terms and provisions of this Agreement.

## **ARTICLE III - ASSOCIATION SECURITY**

**Section 3.01. - Deductions.** The Board agrees to deduct from each teacher's pay an amount equal to the Association membership dues by means of payroll deductions. The amount of the deduction from each paycheck for membership dues 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 prior to the opening of school each year.

**Section 3.03. - Subsequent Employment.** Those teachers whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the remaining school year.

**Section 3.04. - Forwarding of Monies.** The Board 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 from whose pay such deductions were made.

**Section 3.05. - Lists.** No later than the first paycheck in October of each school year, the Board shall provide the Association with a list of all employees of the Board and the positions held by said employees. The Board shall notify the Association monthly of any changes in said list.

**Section 3.06. - Reference to Association.** The singular reference to the "Association" herein shall be interpreted as referring to the Barkhamsted Education Association, the Connecticut Education Association and the National Education Association.

**Section 3.07. - Hold Harmless.** The Association shall indemnify and save harmless the Board and the Town of Barkhamsted against all claims, demands, suits and other forms of liability, including all attorney fees and costs incurred in the defense of same, which may arise by reason of any action the Board may take to carry out this Article.

#### **ARTICLE IV - GRIEVANCE PROCEDURE**

**Section 4.01. - Definitions.** The term "Grievance" is defined as a complaint by a teacher that this Agreement has been violated. The term "Day", except as otherwise noted, is defined as any day when school is in session and any business day when school is not in session during the summer recess.

**Section 4.02. - Statute of Limitations.** Failure by the teacher to file a grievance within fifteen (15) days after he knows, or should have known, of the act or conditions upon which the grievance is based, shall mean that the grievance has been waived. Failure at any procedural level to appeal a grievance to the next procedural level within the time limit shall be deemed to be acceptance of the decision rendered at that level.

**Section 4.03. - Procedure.** The following procedure may be followed as far as deemed necessary in the order as indicated:

1. The Board and the Association agree that most grievances can be resolved at the informal level as a result of open and honest communication between the principal and teacher. It is to this end that the parties agree, in most cases, that the teacher should be encouraged to meet with the principal without Association representation. In the event the teacher chooses to have Association representation at any stage of the procedure, nothing herein contained shall be construed as a relinquishment of that right. When appropriate, a grievance may be initiated at the Superintendent's level.

Prior to filing a formal grievance, the teacher shall meet with the principal in an attempt to resolve the problem. If the matter cannot be resolved informally, the teacher and/or the Association shall submit the grievance to the principal in writing. The principal shall meet with the teacher (and representative if the teacher so desires) within five (5) days. A decision shall be given to the teacher in writing within five (5) days.

2. If the aggrieved teacher is not satisfied with the disposition of the grievance or in

the event no decision has been rendered within five (5) days after the informal meeting with the principal, the teacher and/or the Association may submit the grievance in writing to the Superintendent within five (5) days.

3. Within ten (10) days after the receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved teacher and/or an Association representative in an effort to resolve the grievance. Within five (5) days after the meeting, the Superintendent shall notify the teacher in writing of his decision.
4. In the event the aggrieved teacher is not satisfied with the disposition of the grievance or in the event no decision has been rendered within fifteen (15) days after receipt of the grievance by the Superintendent, the Association may submit the grievance to the Board. The Association shall also provide a copy of the original grievance, a copy of the Superintendent's decision or a statement that the Superintendent has taken no action. To be timely, the grievance must be submitted to the Board within five (5) days of the date a written decision was due from the Superintendent.
5. Within ten (10) days of its receipt of the grievance, the Board or the Superintendent shall notify the Association of the time and place of a meeting to consider the grievance. The Association shall be given at least two (2) days' notice of the meeting.
6. Within ten (10) days of the completion of the meeting, the Board shall notify the Association in writing of its decision.
7. The Association may, within ten (10) days of notification of the disposition of the grievance by the Board, proceed to arbitration of the grievance by filing the grievance with the American Arbitration Association. The rules of the arbitration agency shall govern all subsequent proceedings.

The arbitrator's jurisdiction shall be limited to those matters which involve the application and interpretation of this Agreement. The arbitrator shall have no power to add to, delete from or modify any terms of this Agreement.

The arbitrator's decision shall be in writing and shall contain an opinion and conclusion on the issues. The decision of the arbitrator shall be accepted as final and binding by the Association and the Board and both will abide by it, except as either party may elect to exercise any right of appeal to the courts as may be provided by law.

The arbitrator's fee(s) shall be shared equally by the Board and the Association.

## **ARTICLE V - WORKING CONDITIONS**

**Section 5.01. - Teacher Assignment.** The Superintendent of Schools shall be ultimately responsible for the assignment and transfer of professional personnel. By January 15 of

each school year, the principal shall distribute to all teachers a form on which the teachers may indicate a desire to change grade level and/or subject area, or to remain in his/her present grade, for the next school year, and the grade and/or subject area to which he/she wants to change. Teachers shall return the completed forms to the principal by February 15. Whenever feasible, any transfer or reassignment will be made known to the teacher concerned by May 15 preceding the next school year. The administration has the ultimate decision making authority regarding teacher assignments and/or transfers. The principal shall meet with the teacher who is being transferred at least forty-eight (48) hours before the transfer is announced. The teacher shall have the right to have an officer and/or representative of the bargaining agent present.

**Section 5.02. - Preparation Time.** Teachers will use, for preparation, all time during which their classes are receiving instruction from teaching specialists, except when their presence is necessary, as determined by the principal. Additional time for preparation may be formally scheduled by the administration, when necessary. Teachers of music, art, physical education, library/media and Spanish shall be provided with preparation time proportionate to their teaching assignment.

**Section 5.03. - Lunch.** Teachers will have a minimum of twenty-five (25) minutes of uninterrupted guaranteed lunch time.

**Section 5.04. - Teacher Meetings.**

a. Meetings called by the Board or Administration shall normally be preceded by no less than forty-eight (48) hour notice and shall not normally be held more frequently than two times per month, excluding meetings held in the case of emergencies. Prior to the last day of school, teachers will be notified of the normal day of the week for staff meetings during the following school year. No regular staff or curriculum meetings shall be scheduled by the administrators for before school or during the lunch period, except in emergency situations.

b. Grade level curriculum meetings shall not exceed sixty (60) minutes. The date will be chosen by each grade level team and will be reviewed and approved by the principal.

**Section 5.05. - Parent Conferences/Open House.** Unless excused by the appropriate school administrator, teachers are required to attend up to six (6) parent-teacher conference days scheduled for half-days and one (1) open house meeting per school year. Each scheduled parent-teacher conference session shall not exceed three and one half (3 1/2) hours.

**Section 5.06. - Work Year.** The teacher work year is 186 days of which four (4) days are non-teaching days. Three (3) non-teaching days are used for the purpose of in-service education, the dates and content of such days to be jointly agreed to and planned by the administration and staff. In the event such in-service days are scheduled before the first day of school, they shall be scheduled immediately prior to the day before school opens. The day immediately preceding the opening of school shall constitute one (1) non-teaching day used for faculty and grade level meetings, consulting with support staff,

distribution of materials and textbooks, preparation of classroom and other similar tasks.

**Section 5.07. - Work Day.** Except as otherwise modified by this Agreement, all teachers shall report to work by 8:15 a.m. and shall be free to leave the building at 3:30 p.m., provided the needs of the students have been met and all of the buses have left the school. Instructional time will be 8:25 a.m. until 3:20 p.m.

**Section 5.08. - Curriculum Committee Meetings.** Curriculum committees requested by the administration to meet outside of the regular school day shall be compensated in accordance with Article XI, Section 11.01. In addition, curriculum committees may meet during the hours of the regular school day for curriculum work with prior approval from the administration.

**Section 5.09. - Materials and Supplies.** No later than thirty (30) days after acceptance of the educational budget, all teachers will be notified, in writing, of the actual dollar amount available to each grade level for the purchase of materials and supplies.

## **ARTICLE VI - REDUCTION IN FORCE PROCEDURE**

**Section 6.01. - Reasons for Elimination of Certified Staff Position.** Elimination of certified staff positions may result from decreases in student enrollment, changes in curriculum, severe financial conditions or other circumstances as determined by the Board.

### **Section 6.02. - Procedure.**

a. Prior to commencing action to terminate teacher contracts under this procedure, the Board will give due consideration to its ability to effectuate position elimination and/or reduction in staff by:

- i. Voluntary retirements.
- ii. Voluntary resignations.
- iii. Transfer of existing staff members.
- iv. Voluntary leaves of absence.

b. A teacher's contract of employment may be terminated if his/her position is eliminated, but only if there is no other position available in the school system for which the teacher is certified and qualified. Determination of those to be released should be considered in the following order:

- i. Non-tenured teachers holding temporary, initial or provisional certification.
- ii. Non-tenured teachers holding professional certification.
- iii. Tenured teachers holding provisional certification.
- iv. Tenured teachers holding professional certification.

c. All of the following criteria will be used to select those employees who are to be considered for termination within the broad tenure and certification categories established

under 6.02 b.; however, total years of teaching experience in the Barkhamsted School System shall be the determining criterion provided that there is relative equality in the areas listed below:

- i. Areas of certification.
- ii. Qualifications and ability as determined by objective evaluation of the teacher's performance.
- iii. Teaching experience in other positions which may be available.
- iv. Advanced graduate study in areas related to the available position.

d. For the purpose of determining seniority, and /or the total years of teaching experience, one year's service will be credited for each year worked by a full-time teacher. Service for the purpose of determining seniority by a part-time teacher will be calculated on a prorated basis. Seniority will be determined on the basis of continuous years of service. Approved leaves of absence, although not credited for placement on the salary schedule, or for seniority, shall not be considered a break in service.

**Section 6.03. - Recall Procedure.** If the contract of employment of a teacher is terminated because of the elimination of a position, the name of that teacher shall be placed on a reappointment list and shall remain on such list for a period of two years. If a position becomes open during such period, the teacher on the Recall List who is certified and most qualified to hold that position, will be notified in writing by registered or certified mail, and sent to his/her last known address at least thirty (30) days prior to the anticipated date of employment. The teacher shall accept or reject the appointment in writing within ten (10) days after he/she should have normally received the notification. If appointment is accepted, the teacher shall receive a written contract within twenty (20) days of receipt of the teacher's reply to the Board. If the teacher rejects the appointment offer, or does not respond according to this procedure within ten (10) days after notification, the name of the teacher will be removed from the Recall List.

## **ARTICLE VII - RESIGNATIONS**

**Section 7.01. - Notification.** Any teacher shall provide written notice to the Board of Education as soon as practical of his or her intent not to return to his or her position for the upcoming school year. Any teacher employed through the end of the work year and enrolled in a Board-sponsored medical insurance plan who provides such written notice to the Board by August 1<sup>st</sup> shall continue to receive medical insurance through August 30<sup>th</sup>.

## **ARTICLE VIII - PART-TIME TEACHERS**

**Section 8.01. - Definition.** A part-time teacher is a certified teacher hired for less than full-time for a teaching position or any position covered by this Agreement.

**Section 8.02. - Salary.** Part-time teachers shall be paid on a pro-rata basis.



**Section 8.03. - Benefits.** Part-time teachers are eligible for the following benefits:

- a. Leave. Sick and childbearing leave and personal and bereavement leave shall be prorated based upon the ratio of the part-time teachers' contracted teaching days to the actual school year.
- b. Insurance. The amount of life insurance provided to part-time teachers shall be a pro-rata share of the amount of life insurance provided to full-time teachers. For part-time teachers enrolled in medical and dental insurance, the Board shall pay a pro-rata share of the insurance premiums which is the same as the proportion of a full-time work year for which the part-time teachers are employed.

## **ARTICLE IX - LEAVE PROVISIONS**

**Section 9.01. - Sick Leave.** Each full-time teacher shall be entitled to fifteen (15) days sick leave per year, accumulative to 186 days for personal sickness, personal injury or sickness in the immediate household. For absences due to illness in excess of allowable leave, the teacher shall receive the difference between the substitute teacher's pay and the teacher's regular pay up to thirty (30) days per year. Said thirty (30) days are noncumulative.

**Section 9.02. - Childbearing Leave.** Teachers shall be granted leave for the birth or adoption of a child for up to six (6) weeks in order to care and bond with the child. Said leave shall be unpaid but the employee's insurance and other benefits shall be maintained provided the employee pays all portions of their premiums.

**Section 9.03. - Childrearing Leave.** Any certified professional employee may request of the Board an extended leave without pay for the purpose of childrearing, apart from any period of childbirth disability leave without pay. Such leave, if granted, shall be for either a full semester or for a full school year in which the child is born, adopted or fostered. Employees requesting the leave shall submit, except in an emergency, not less than thirty (30) days written notice of the anticipated date of ending performance of duties. During such leave the employee may continue his/her insurance benefits at the group rate at his/her own expense. Upon return, the employee shall be assigned to his/her former position or its equivalent. Tenure, salary step and sick leave accumulation will be maintained at the level held previous to the leave. For any teacher opting for childrearing leave, the Board shall credit such leave against his or her Family and Medical Leave Act benefits.

**Section 9.04. - Jury Duty Leave.** A teacher who is called to jury duty shall promptly notify the Superintendent of Schools. If the Superintendent is unable to get the teacher excused from such duty when school is in session, the teacher shall receive his/her full pay for such period, but the amount received for such jury duty served during the school year shall be turned over to the Superintendent for deposit with the Town of Barkhamsted treasurer.

**Section 9.05. - Personal and Bereavement Leave.** Full-time teachers are allowed three

(3) annually with full pay, for personal business that cannot be transacted other than during the workday. Days taken for personal business should not be taken by more than one teacher at the same time, if possible, nor in a manner which would restrict or prohibit the normal operation of the school program. Personal days may not be taken on any day immediately prior to or immediately following a vacation or a vacation day except with prior approval. Personal days may be used for personal business that cannot be completed at times other than regular school hours, for example, care of ill members of the immediate family, subject to Section 9.01 above, attendance at graduation exercises or travel to graduation for self- or an immediate family member, marriage of self or a member of the immediate family and compulsory legal matters or an emergency situation.

Up to five (5) days total are allowed for bereavement in the immediate family. The immediate family is defined as: Spouse, Parents, Grandparents, Brothers, Sisters, Children, Grandchildren of the teacher or spouse, as well as others legally dependent upon the employee and living with the employee at the time of death. Exceptions to the definition of "immediate family" will be considered and acted upon by the Superintendent. All days of Personal and Bereavement Leave are non-cumulative. Any Personal/Bereavement Leave not covered by the foregoing must be applied for in advance, in writing, stating the reason for such leave. Such leave may be granted if it does not restrict or prohibit the normal operation of the school program. A deduction in an amount equal to the pay of the substitute shall be made from the salary of the employee for each day of allowable leave as agreed to by the Board in excess of the stated limits.

## **ARTICLE X - INSURANCE**

### **Section 10.01. - Medical Insurance.**

For the 2022 and 2023 contract years, the Board will offer the High Deductible Health Insurance Plan with the Health Savings Account described in Appendix B. For the 2022 and 2023 contract years, the Board shall fund fifty percent (50%) of the Two thousand two hundred and fifty Dollars (\$2,250) individual deductible or fifty percent (50%) of the Four thousand five hundred Dollars (\$4,500) family deductible, with co-pays for post-deductible prescription drug coverage of \$5/\$15/\$30. For the 2024 contract year, the Board shall fund 45% of the individual and family deductible. The Board's contribution of the deductible will be paid in two equal installments, with the first installment payable on the first scheduled pay date and the second installment on January 1 of each contract year.

**Section 10.02. - Vision Coverage.** The Board shall provide a full family vision rider.

**Section 10.03. - Dental Insurance.** The Board shall provide dental insurance for the individual employee only comparable to the Blue Cross Full Service Dental Plan with Riders A and C.

**Section 10.04. - Life Insurance.** The Board shall provide each teacher group term life insurance in the amount of \$70,000. Upon a teacher reaching age 65, the life insurance benefit shall be reduced in accordance with the insurance policy.

### **Section 10.05. - Payment of Insurance Premiums.**

- a. Medical Insurance. The teachers shall pay, by payroll deduction, a percentage of the premium cost for medical insurance coverage as follows: (1) 24% for the 2022-23 year; (2) 24.5% for the 2023-24 year; and 24.5% for the 2024-25 year.
- b. Dental Insurance. The teachers' premium share for dental insurance shall be (1) 22% for the 2022-23 year; (2) 22.5% for the 2023-24 year; and (3) 23% for the 2024-25 year.
- c. Life Insurance. The Board shall pay one hundred percent (100%) of the premium for teacher life insurance.

**Section 10.06a. - Reimbursement for Waiver of Medical Insurance Coverage.** Any individual qualified for two person coverage who elects to waive coverage will be reimbursed \$1,050. Any individual qualified for family coverage who elects to waive coverage will be reimbursed \$1,700. Any individual qualified for single coverage who elects to waive coverage will be reimbursed \$550. All waiver payments are contingent on the teacher submitting written notification that he or she has elected to waive coverage and proof of alternate medical insurance coverage.

**Section 10.06b. - "Section 125" Plan.** The Board shall maintain a "Section 125" Salary Reduction Agreement which shall be designed to permit exclusion from taxable income of the employees' share of health insurance premiums. The Board makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Association nor any teacher covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.

**Section 10.07. - Change in Insurance Carriers.** The Board reserves the right to change insurance carriers at any time as long as it gives prior notice to the Association and as long as the insurance coverage under the substitute insurance carrier's policy is substantially equal to the existing plan.

## **ARTICLE XI - SALARY AND OTHER COMPENSATION**

### **Section XI - Wages.**

Yr. 1 – ½ step, plus .41% GWI to step and 1.77% GWI to maximum step;

Yr. 2 – ½ step, plus .42% GWI to step and 1.77% GWI to maximum step; and

Yr. 3 – Insert Penultimate step; then step, plus 1.0% GWI to maximum step only.

### **Section 11.01. - Salary.**

- a. Teachers Salary Schedule. The salaries of all teachers covered by this Agreement are as set forth in Appendix A attached hereto and made a part of this Agreement.
- b. Salary Schedule Placement. All teachers shall be placed on the appropriate step of the salary schedule based upon public and military dependency school teaching experience provided that such experience shall have been continuous service of at least one-half of any school year. Teachers must submit all official transcripts for a salary lane change to the Superintendent's office by August 15<sup>th</sup> of each year in order to be placed on the proper salary lane. Failure to submit paperwork by this date will result in a delay in the disbursement of the total increase. Said increase shall be paid over the remaining pay periods based on the date of submission, except for teachers hired after August 15<sup>th</sup> in any school year. Credit for teaching experience shall be determined by the Superintendent, subject to approval by the Board.
- c. Degree Definitions. For employees hired on or after July 1, 2019, salary schedules shall be applied in accordance with the following definitions:

BA - A baccalaureate degree earned at an accredited college or university.

MA - A master's degree earned at an accredited college or university.

MA + 15 - A master's degree plus fifteen (15) hours earned at an accredited college or university and approved by the Superintendent.

6th Year - A second master's degree or sixth year certificate earned at an accredited college or university and approved by the Superintendent.

For employees hired before July 1, 2019, salary schedules shall be applied in accordance with the following definitions:

BA - A baccalaureate degree earned at an accredited college or university.

MA - A master's degree or the completion of thirty (30) hours beyond the baccalaureate degree in a planned program earned at an accredited college or university and approved by the Superintendent.

MA + 15 - A master's degree plus fifteen (15) hours or the completion of forty-five (45) hours beyond the baccalaureate degree earned at an accredited college or university and approved by the Superintendent.

6th Year - A second master's degree, sixth year certificate, or the completion of thirty

credits beyond the master's degree or sixty credits beyond the bachelor's degree in a program earned at an accredited college or university and approved by the Superintendent.

- d. Withholding Increment. Annual increments (step increase) shall be granted for satisfactory teaching services in the Barkhamsted Elementary School. Whether satisfactory service is performed shall be based on the judgment and recommendation of the school principal. In the event unsatisfactory service is indicated, evidence shall be presented to verify that recommendations have been made to help the teacher correct the areas of unsatisfactory performance. Such assistance shall be forthcoming prior to March 1st and final decision on withholding the increment by May 1st. Said increments shall not be denied for arbitrary or capricious reasons. Only the Board approved evaluation instrument shall be used for withholding increments.
- e. Pay Period Options. If the teacher's authorization has been received prior to June 15, he/she shall be paid on either of the following two options: otherwise he/she shall be paid on Option II.

Option I: Teachers shall be paid 1/21st of their salary every two weeks for twenty-one (21) payments. Said payments shall be on every other Friday commencing no later than the second Friday in September.

Option II: Teachers shall be paid 1/26th of their salary every two weeks for twenty-one payments. Said payments shall be on every other Friday commencing no later than the second Friday in September. With the twenty-first payment, they shall receive another check for 5/26th of their salary.

- f. 403b Plans. Teachers shall have the option of contributing to one of those Board-approved companies offering 403b plans unless otherwise mutually agreed to by the Association and the Board. The Board will provide the Association with an approved list of companies within thirty (30) days of the effective date of this Agreement.
- g. Direct Deposit. There will be electronic direct deposit of paychecks to the banks or credit unions of a teacher's choice, not to exceed two different financial institutions per teacher.
- h. Extended Work Year. If the Board mandates that a teacher work any additional days over the 186 day work year, such teacher shall be paid a per diem of his/her salary per day.
- i. Curriculum Work. If the Board operates a program, including curriculum development, during the summer or a vacation period that a faculty member can apply for voluntarily, the rate of pay shall be \$40.00 per hour for each of the 2019-2020, 2020-2021 and 2021-2022 years. Any posting for development of curriculum shall include a description of the duties to be performed, time involved and schedule of payment date.

- j. Kindergarten Bus Ride and Kindergarten Orientation. If the Board provides Kindergarten Orientation outside of the teacher's contracted work day and the teacher is required to attend, the teacher shall be compensated at the hourly curriculum work rate.

If the teacher is required by the principal to attend the Kindergarten Bus ride orientation on a non-contracted teacher work day, the teacher shall be compensated at the teacher's pro-rated individual per diem salary.

**Section 11.02. - Longevity.** For all teachers hired before July 1, 2006, a longevity payment of \$575 per year will be paid for fifteen (15) through eighteen (18) consecutive years in Barkhamsted School, and \$700 per year for nineteen (19) or more consecutive years in Barkhamsted School.

**Section 11.03. - Stipends.** Teachers may notify the principal in writing by no later than May 30 if they wish to be considered for a stipend position for the following school year. The principal shall have the final and non-appealable decision as to which teachers shall fill the stipend positions.

Teachers shall receive the following stipends for duties outside their regular teaching responsibilities:

\$1560	Head Teacher
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\$1560	Head Teacher
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\$1560	Head Teacher
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Except in an emergency or unusual circumstances when the principal has less than 24 hour notice of his/her need to be absent from the building, every effort will be made to schedule a paraprofessional assistant to assist the head teacher for the total instructional time that the principal is out of the building and administrative responsibilities are given to the head teacher. In addition, the head teacher shall chair a school-wide committee as assigned by the principal.

\$250 per night	Overnight field study instructor (White Memorial, etc.)
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\$200 per field study	Coordinator of extended field study involving an overnight experience
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\$350 per annum	Student Council Advisor (maximum of two)
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\$230 per annum	SOAR Leader Advisor (maximum of two)
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\$40 per hour	Faculty advisor for club; however all clubs must be
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approved by the administration and the clubs may be cancelled at any time due to lack of enrollment or for any other valid reason as determined by the administration.

\$500 per annum	TEAM Mentor (per mentor per mentee)
\$440 per annum	Professional Development Committee Chairperson
\$330 per annum	Professional Development Committee Members (maximum of 4, exclusive of chairperson)
\$700 per annum	Curriculum Coordinators (as determined by administration based on school goals and curriculum needs)

#### **Section 11.04. - Retirement and Severance Pay.**

a. A teacher who intends to retire shall give the Superintendent written notice of his/her intent by February 15 of the teacher's final school year.

b. For all teachers hired before July 1, 1999, upon retirement from the Barkhamsted School System, or upon death while still employed by the Barkhamsted Board of Education, a teacher shall receive a severance benefit of one day's pay for each year served in the Barkhamsted School System. For part-time teachers this benefit shall be prorated. If the severance pay amount exceeds three thousand dollars (\$3,000), the benefit shall be paid in three equal annual installments in the month of September, commencing the first school year after the teacher's death or retirement. Effective July 1, 2009, the severance pay shall be capped at a total payment of fourteen thousand dollars (\$14,000).

**Section 11.05. - Professional Development Reimbursement.** Each full-time and part-time teacher shall be granted professional development reimbursements up to \$300 per year to be used for the payment of professional development fees approved by the Principal. Part-time teachers who are eligible to receive a reimbursement from another school district shall be eligible for a prorated amount from this Board.

### **ARTICLE XII - GENERAL PROVISIONS**

**Section 12.01. - Copies of the Contract.** The Board shall provide the Association with 25 copies of the complete text of this Agreement or any successor Agreement within fifteen (15) days after final adoption.

**Section 12.02. - Savings Clause.** In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason, by an authority of established legal

or other competent jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

**Section 12.03. - Alteration of Agreement.** If a change in the existing Agreement is deemed necessary by the Board or the Association, the Board and the Association agree to the following procedures: This Agreement contains the full and complete Agreement between the Board of Education and the Association on all bargainable issues, and neither party shall be required during the term hereof to negotiate or bargain upon any issue, whether it is covered or not in this Agreement. This Agreement may be amended or modified by the mutual agreement of the parties although it is recognized that neither party has any obligation to negotiate such amendment or modification during the life hereof. It is understood and agreed that the Board or its representatives will not, without prior notification and discussion with the Association, take any action affecting working conditions not encompassed within the terms and provisions of this Agreement which affect teachers.

**Section 12.04. - Personnel Policies.** If the Board of Education deems it necessary to modify any of its personnel policies affecting teachers, the Superintendent shall notify the president of the Association at least thirty (30) days prior to the suggested change(s) coming before the Board of Education for action. The Superintendent shall provide the Association with a copy of the recommended change at the time of the notification. The Superintendent shall meet with the Association within one (1) week to review the proposed change and have a full discussion of the matter with the Association. If the parties cannot reach agreement on recommended language to be provided to the Board of Education, the Association may, if it so desires, present its recommended language to the Board of Education when the recommended change is placed on the Board of Education's agenda for action. The Association shall have the right to speak at the Board of Education meeting when the agenda item comes up for discussion. The Association shall notify the Superintendent of this desire at least three (3) days prior to the meeting.

**Section 12.05. - Separate Agreements.** No individual employee in the bargaining unit or representative agent or employee of the Board may enter into any separate agreement or understanding which will be inconsistent with the terms of this Agreement unless such agreement has been reduced to writing and approved by the Board and the Association.

**Section 12.06. - Teacher Protections.**

a. **Hold Harmless.** The Board shall hold the teachers harmless pursuant to Section 10-236a of the Connecticut General Statutes.

b. **Complaints Against a Teacher.** In the event a signed complaint against a teacher prompts an investigation, the teacher shall be given an opportunity to meet with the investigator and to present statements regarding the complaint in question.

c. **Just Cause.** No teacher will be reprimanded in writing or suspended without pay without just cause.



d. Personnel Files. Teachers have the right to inspect their personnel files. No letters of reprimand shall be placed in a teacher's personnel file without written notice to the teacher. The letter of reprimand shall be deemed the teacher's written notice.

### **ARTICLE XIII - DURATION**

**Section 13.01. - Term of Agreement.** This Agreement shall be effective as of July 1, 2022 and continue and remain in full force and effect through June 30, 2025.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 13<sup>th</sup> day of January, 2022.

BARKHAMSTED BOARD OF  
EDUCATION

Cynthia Shaw

BARKHAMSTED EDUCATION  
ASSOCIATION

Laura Hedenberg

**APPENDIX A**  
**2022-23 SALARY SCHEDULE**

<b>STEP</b>	<b>BA</b>	<b>MA</b>	<b>MA+15</b>	<b>6th</b>
1.5	42,096	46,903	48,536	52,169
2.5	44,121	49,328	51,003	54,658
3.5	46,245	51,879	53,594	57,266
4.5	48,472	54,562	56,318	59,998
5.5	50,805	57,383	59,180	62,860
6.5	53,250	60,351	62,186	65,859
7.5	55,813	63,472	65,346	69,001
8.5	58,500	66,740	68,666	72,293
9.5	61,315	70,191	72,156	75,741
10.5	64,266	73,836	75,823	79,355
11.5	67,827	77,654	79,675	83,140
12	69,876	79,611	81,648	85,076
12.5		81,670	83,723	87,106
13.5		89,375	91,530	94,924
14		95,021	97,263	100,711

All teachers not on max shall advance ½-step on the salary schedule.

**APPENDIX A**  
**2023-24 SALARY SCHEDULE**

<b>STEP</b>	<b>BA</b>	<b>MA</b>	<b>MA+15</b>	<b>6th</b>
2	43,265	48,286	49,948	53,608
3	45,348	50,783	52,486	56,166
4	47,531	53,410	55,153	58,846
5	49,819	56,171	57,955	61,654
6	52,216	59,076	60,901	64,594
7	54,730	62,132	63,994	67,676
8	57,365	65,345	67,246	70,905
9	60,125	68,694	70,663	74,288
10	63,019	72,277	74,255	77,831
11	66,053	76,015	78,027	81,545
12	71,113	79,945	81,991	85,433
13		84,080	86,157	89,510
14		96,703	98,985	102,494

All teachers not on max shall advance ½-step on the salary schedule.

**APPENDIX A**  
**2024-25 SALARY SCHEDULE**

<b>STEP</b>	<b>BA</b>	<b>MA</b>	<b>MA+15</b>	<b>6th</b>
2	43,265	48,286	49,948	53,608
3	45,348	50,783	52,486	56,166
4	47,531	53,410	55,153	58,846
5	49,819	56,171	57,955	61,654
6	52,216	59,076	60,901	64,594
7	54,730	62,132	63,994	67,676
8	57,365	65,345	67,246	70,905
9	60,125	68,694	70,663	74,288
10	63,019	72,277	74,255	77,831
11	66,053	76,015	78,027	81,545
12	71,824	79,945	81,991	85,433
13		84,080	86,157	89,510
14		90,875	93,066	96,515
15		97,670	99,975	103,519

All teachers not on max shall advance 1 step on the salary schedule.

### **MEMORANDUM OF UNDERSTANDING**

**The parties agree that they will work together for the purpose of and with the goal of developing a flex schedule for art, music, physical education, Spanish and/or Library/Media teachers, although their standard number of work hours will be as set forth at Article 5.07 of the Agreement. An individual teacher, the Association, and the school administration may agree upon a flexible schedule with an early start time or a later end time than as set forth in Article 5.07, as well as any other working conditions which may be necessary as part of the agreed upon flexible schedule. The teacher shall not be entitled to any additional wages or compensation, or other benefits, as a result of work done for or during the flexible schedule.**

# Your summary of benefits



Anthem Blue Cross and Blue Shield,

Your Plan: Anthem Century Preferred PPO Barkhamsted BOE Teachers, Secretaries, Para's, Custodians,  
Non Union Plan 15

Your Network: Century Preferred

*This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Certificate of Insurance or Evidence of Coverage (EOC), the Certificate of Insurance or Evidence of Coverage (EOC), will prevail.*

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Overall Deductible</b> <i>See notes section to understand how your deductible works. Your plan may also have a separate Prescription Drug Deductible. See Prescription Drug Coverage section.</i>	\$2,250 person / \$4,500 family	
<b>Out-of-Pocket Limit</b> <i>When you meet your out-of-pocket limit, you will no longer have to pay cost-shares during the remainder of your benefit period. See notes section for additional information regarding your out of pocket maximum.</i>	\$4,500 person / \$9,000 family	
<b>Preventive care/screening/immunization</b> <i>In-network preventive care is not subject to deductible, if your plan has a deductible. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.</i>	No charge	20% coinsurance after deductible is met
<b>Doctor Home and Office Services</b>  <b>Primary care visit to treat an injury or illness</b>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<b>Specialist care visit</b>	0% coinsurance after deductible is met	20% coinsurance after deductible is met



# Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Routine Prenatal Care</b>	No Charge	20% coinsurance after deductible is met
<b>Routine Postnatal Care</b>	No Charge	20% coinsurance after deductible is met
<b>Other practitioner visits:</b> Retail health clinic  On-line Medical Visit <i>Live Health Online is the preferred telehealth solutions</i> ( <a href="http://www.livehealthonline.com">www.livehealthonline.com</a> )  Acupuncture <i>Coverage is limited to Pain Management.</i>	0% coinsurance after deductible is met  0% coinsurance after deductible is met  0% coinsurance after deductible is met	20% coinsurance after deductible is met  20% coinsurance after deductible is met  20% coinsurance after deductible is met
<b>Other services in an office:</b> Allergy testing  Chemo/radiation therapy  Dialysis/Hemodialysis  Prescription drugs <i>For the drugs itself dispensed in the office thru infusion/injection.</i>	0% coinsurance after deductible is met  0% coinsurance after deductible is met  0% coinsurance after deductible is met  0% coinsurance after deductible is met	20% coinsurance after deductible is met  20% coinsurance after deductible is met  20% coinsurance after deductible is met  20% coinsurance after deductible is met

# Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Diagnostic Services</b> <b>Lab:</b> Office  Freestanding/Site-of-Service Lab  Outpatient Hospital	0% coinsurance after deductible is met  0% coinsurance after deductible is met  0% coinsurance after deductible is met	20% coinsurance after deductible is met  20% coinsurance after deductible is met  20% coinsurance after deductible is met
<b>X-ray:</b> Office  Freestanding/Site-of-Service Radiology Center  Outpatient Hospital	0% coinsurance after deductible is met  0% coinsurance after deductible is met  0% coinsurance after deductible is met	20% coinsurance after deductible is met  20% coinsurance after deductible is met  20% coinsurance after deductible is met
<b>Advanced Diagnostic Imaging:</b> <i>Imaging services include MRI, MRA, CAT, CTA, PET, and SPECT scans</i> Office  Freestanding/Site-of-Service Radiology Center  Outpatient Hospital	0% coinsurance after deductible is met  0% coinsurance after deductible is met  0% coinsurance after deductible is met	20% coinsurance after deductible is met  20% coinsurance after deductible is met  20% coinsurance after deductible is met



# Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Emergency and Urgent Care</b> <b>Urgent Care</b>  <b>Emergency Room Facility Services</b>  <b>Emergency room doctor and other services</b>  <b>Ambulance Transportation</b>	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	Covered as In-Network Covered as In-Network Covered as In-Network Covered as In-Network
<b>Outpatient Mental Health and Substance Use Disorder</b> <b>Doctor office visit and Online Visit</b>  <b>Facility visit:</b> Facility fees  Doctor Services	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
<b>Outpatient Surgery</b> <b>Facility fees:</b> Hospital  Freestanding Surgical Center	0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met

# Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Doctor and other services</b>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<b>Hospital Stay (all Inpatient stays including Maternity, Mental/Behavioral Health, Substance Abuse, Infertility, Hospice and Human Organ and Tissue Transplant services):</b> <b>Facility fees (for example, room &amp; board)</b>  <b>Doctor and other services</b>	0% coinsurance after deductible is met  0% coinsurance after deductible is met	20% coinsurance after deductible is met  20% coinsurance after deductible is met
<b>Recovery &amp; Rehabilitation</b>  <b>Home health care</b> <i>Coverage is limited to 200 visits per benefit period (80 of those visits can be Home Health Aide visits). Limit is combined In-Network and Non-Network.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<b>Rehabilitation services (for example, physical/speech/occupational therapy/chiropractic):</b> <b>Office</b> <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, chiropractic and speech therapy combined is limited to 50 visits per benefit period. Limit is combined across professional visits and outpatient facilities. Limit is combined In- Network and Non-Network</i>  <b>Outpatient hospital</b> <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, chiropractic and speech therapy combined is limited to 50 visits per benefit period. Limit is combined across professional visits and outpatient facilities. Limit is combined In- Network and Non-Network</i>	0% coinsurance after deductible is met  0% coinsurance after deductible is met	20% coinsurance after deductible is met  20% coinsurance after deductible is met



# Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Cardiac rehabilitation</b> Office  Outpatient hospital	0% coinsurance after deductible is met  0% coinsurance after deductible is met	20% coinsurance after deductible is met  20% coinsurance after deductible is met
<b>Skilled nursing care (in a facility)</b> <i>Coverage for In-Network Provider and Non-Network Provider combined is limited to 120 days per benefit period.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<b>Hospice</b>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<b>Durable Medical Equipment</b> <i>Coverage for hearing aids is limited to 1 per ear every 2 years.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<b>Prosthetic Devices</b> <i>Mandatory coverage of a wig if prescribed by a licensed oncologist for a patient who suffers hair loss as a result of chemotherapy. Member cost share for prosthetic arms, legs and microprocessors is 0% coinsurance after deductible when In-Network.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met

# Your summary of benefits

Covered Prescription Drug Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Pharmacy Deductible</b>	Combined with medical deductible	Combined with medical deductible
<b>Pharmacy Out of Pocket</b>	Combined with medical out of pocket maximum	Combined with medical out of pocket maximum
<b>Prescription Drug Coverage</b> <i>National Drug List</i> <i>This product has a 34-day supply is available at a Retail Pharmacy. A 100 day supply is available through Home Delivery.</i>		
<b>Tier 1 - Typically Generic</b> <i>Covers up to a 34 day supply (retail pharmacy). Covers up to a 100 day supply (home delivery program).</i>	After deductible is met \$5 Copay retail \$10 Copay mail order	20% coinsurance after deductible (retail and home delivery).
<b>Tier 2 – Typically Preferred Brand</b> <i>Covers up to a 34 day supply (retail pharmacy). Covers up to a 100 day supply (home delivery program).</i>	After deductible is met \$15 Copay retail \$30 Copay mail order	20% coinsurance after deductible (retail and home delivery).
<b>Tier 3 - Typically Non-Preferred Brand</b> <i>Covers up to a 34 day supply (retail pharmacy). Covers up to a 100 day supply (home delivery program).</i>	After deductible is met \$30 Copay retail \$60 Copay mail order	20% coinsurance after deductible (retail and home delivery).

# Your summary of benefits

## Notes:

- The family deductible and out-of-pocket maximum are non-embedded; the deductible can be met individually or accumulatively.
- Your coinsurance, copays and deductible count toward your out of pocket amount.
- For additional information on this plan, please visit [sbc.anthem.com](http://sbc.anthem.com) to obtain a "Summary of Benefit Coverage".
- If your plan includes out of network benefits, all services with calendar/plan year limits are combined both in and out of network.
- If your plan includes out of network benefits and you use a non-participating provider, you are responsible for any difference between the covered expense and the actual non-participating providers charge. When receiving care from providers out of network, members may be subject to balance billing in addition to any applicable copayments, coinsurance and/or deductible. This amount does not apply to the out of network out of pocket limit.