

ACES Teachers  
14-17

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

AREA COOPERATIVE EDUCATIONAL SERVICES

GOVERNING BOARD

AND THE

AREA COOPERATIVE EDUCATIONAL SERVICES

EDUCATION ASSOCIATION

2014-2017

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The Area Cooperative Educational Services, hereinafter referred to as "ACES", through its Governing Board, hereinafter referred to as the "Board" and the Area Cooperative Educational Services Education Association, hereinafter referred to as the "Association", hereby agree as follows:

## **ARTICLE I**

### **RECOGNITION AND OBLIGATIONS OF THE PARTIES**

- A. The Board hereby recognizes the Area Cooperative Educational Services Education Association as the exclusive bargaining representative of all employees in the teachers' bargaining unit as certified by the Commissioner of Education, June 11, 1990 and as defined in the Connecticut General Statutes, as amended, and of employees holding durational shortage are permits. All issues regarding the parameters of the unit shall be decided exclusively by the State Department of Education.
  
- B. It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility, and prerogative to direct the operation of ACES in all its aspects, including but not limited to the following:
  - 1. To create, abolish or maintain programs and other educational activities as, in its judgment, will best serve the interest of ACES;
  - 2. To decide the need and type of facilities;
  - 3. To determine the care, maintenance, and operation of facilities with buildings, lands, apparatus and other property in its control;
  - 4. To employ, assign, and to prescribe and enforce rules and regulations for the maintenance of employee discipline and for the performance of work;
  - 5. To prescribe rules for the student in such areas as: management, studies, classification and discipline for ACES programs;
  - 6. To decide textbooks, curriculum, and procedure to be used to implement programs;
  - 7. And, in general, to control, supervise, and manage the operations of ACES and its professional staff under governing laws, and to establish or continue policies, practices and procedures for the conduct of Board business and the management of its operations.
  
- C. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of the specific terms and provisions of this Agreement.

## **ARTICLE II**

### **FULL AND COMPLETE AGREEMENT**

- A. This Agreement contains the full and complete Agreement between the Board and the Association on all negotiable issues.
- B. Any mandatory subject of bargaining not covered in this Agreement may be governed by existing policies, rules or regulations of the Board.
- C. In the event that any provisions or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

## **ARTICLE III**

### **DEFINITIONS**

- A. In the construction of the articles of this Agreement, words and phrases shall be construed according to the commonly approved usage of the language, except that terms of art, those words which have acquired a special meaning in education or collective bargaining, shall be interpreted accordingly.
- B. As used in this Agreement, the following terms shall have the respective meaning as set forth below:
  - 1. "ACES" will mean the Area Cooperative Educational Services, a regional education service center authorized by Section 10-66a of the Connecticut General Statutes;
  - 2. "Board" and "Governing Board" will mean the Board of Directors Governing the affairs of ACES;
  - 3. "Executive Director" will mean the person designated by the Board to administer ACES and its programs;
  - 4. "Teacher" will mean a member of the teachers' bargaining unit as defined under the Recognition Article;
  - 5. "Association" will mean the ACES Education Association, the exclusive bargaining agent of the teachers' bargaining unit;
  - 6. "Association Representative" will mean a duly designated representative of the ACES Education Association. The Association President shall submit a list of officers of the Association to the Executive Director in September and shall keep this list current. Any communications from anyone on such list shall be deemed to reflect the position of the Association.

## ARTICLE IV

### TEACHING CONDITIONS

#### A. Teacher Work Day

1. Prior to any change in the length of the current work day, the parties shall negotiate the impact of such change in accordance with the procedures of the mid-term bargaining statute.
2. ACES may adjust the starting and ending times of the workday by fifteen minutes but, in no event shall the workday begin prior to 7:30 a.m. Notwithstanding the above, offsite programs will follow the schedule of the school in which they are housed.
3. During the on-site workday for employees in programs directly serving students, teachers may be required to supervise after-school detention, oversee the transportation of students, and to perform other professional duties.
4. Classroom teachers working in the Early Intensive Behavioral programs (EIBI) either at Village School or the SAILS Program will be required to work the month of July and an additional ten (10) days in August, and will be paid an additional ten percent (10%) of salary for the month of July and will be paid pro-rata, per diem for the additional ten (10) days of work in August. All contractual benefits will continue uninterrupted for classroom teachers subject to this section.
5. The work day for Arts Associates shall be from 9:30 a.m. to 4:30 p.m. ACES reserves the right to shift the work day for Arts Associates by up to thirty minutes later by providing two weeks' prior written notice to the Arts Associates and the Association.
6. [See matrix for further information]

#### B. Planning/Preparation Periods

Each teacher shall have during the work day a block of time to be used exclusively as a preparation period. [See matrix for further information]

#### C. Duty Free Lunch Period

Teachers will have an uninterrupted daily duty free lunch period during the school day of no less than of twenty (20) minutes. Except in those programs where there is a requirement to have teachers eat with the students, the teacher shall schedule a lunch period of no less than (20) twenty minutes during the work day. [See matrix for further information]

#### D. Parent Conferences

1. All members of the bargaining unit shall be available to meet with parents during formal conference periods. Staff assigned to more than one location, shall develop schedules in consultation with their district wide supervisor.

2. Notwithstanding the above, teachers shall continue to communicate with parents on an ongoing basis and are expected to continue to accommodate parents who wish conferences apart from the formal period of conferences noted above.
3. All schools must plan three-hour periods for parent conferences. For evening conferences, building administrators at each individual school may determine the starting and ending times of parent conferences, as long as they are scheduled for three-hour periods between the hours of 5:00 pm and 8:30 pm. The schedule for such conferences must be provided to all teachers at the beginning of the school year, in writing, and must be published in all printed materials for the school year. [See matrix for more information.]

E. Differentiated Scheduling

1. Principals throughout ACES may, by mutual agreement with the mental health professionals (school psychologists, school social workers, and/or guidance counselors, or other necessary professional staff) alter the work schedule to accommodate other regularly scheduled services and necessary professional therapeutic interventions. Such mutual agreement is subject to the final approval of the Executive Director or his/her designee.

F. New ACES Teacher Orientation

In order to provide substantive orientation and on-going professional development, all new teachers to ACES will attend up to three (3) days of training as may be scheduled by ACES prior to the start of the school year and one meeting per month to begin immediately after student dismissal and not to exceed one and one-half (1 1/2) hours.

G. After-School Meetings

The ACES Education Association and the ACES Administration recognize that after-school faculty meetings may be a necessary part of normal teaching duties. However, in view of the fact that there are numerous other ways of communicating with a school faculty (e.g., memos, e-mail, voice-mail, and personal contacts during the regular day) and in view of the fact that such meetings may intrude upon other teaching duties and/or impose undue time burdens, they will be kept to a minimum based upon the needs of the particular school. In accordance with the aforementioned criteria and principles the ACES Education Association and the ACES Administration agree to the following meetings:

1. One meeting per month may be held at special education programs, which ACES maintains. Such meetings will be held consistent with each programs' established practices. Said meetings will be held on the school day that students are dismissed early and would conclude by the teachers' normal dismissal time. These meetings shall be no more than one (1) hour in duration and conclude by 3:15 PM.
2. In ACES Collaborative Programs and Thomas Edison Magnet School, one meeting of one (1) hour of length will be held per month commencing ten (10) minutes after the student dismissal time but concluding no later than 4:00 PM. Every other month of the



school year an additional meeting maybe held, if necessary, of 30 minutes in length and will start ten (10) minutes after the student dismissal time.

3. Two meetings per month of forty-five (45) minutes in duration may be held at Wintergreen Interdistrict Magnet Program. Said meetings shall commence immediately after the student dismissal time and conclude no later than 4:30 PM. Additional meetings may be held in accordance with established Wintergreen practice of the common planning time schedule within normal school day hours.
4. ACES Magnet Schools will have two (2) evening meetings per year for the purpose of recruitment and outreach to their respective population of student/parents. Said meetings will not exceed one and one half (1 1/2) hours in length.

Teachers shall be informed by the first week of the school year as to a tentative meeting schedule for the above meetings.

## **ARTICLE V**

### **EMPLOYMENT YEAR**

- A. The student calendar for ACES will be posted in each school's main office as soon as it is confirmed by the ACES Board.
- B. Prior to ACES changing the length of the work year, it shall negotiate with the Association over the impact of such change in accordance with the mid-term bargaining statute.
- C. On the day preceding Thanksgiving, Christmas and recess periods, all staff shall be dismissed immediately after students are dismissed.
- D. ECA Arts Associates
  1. The annual salary of Arts Associates shall be prorated according to the number of days worked of the applicable All Educational Programs salary schedule based upon degree and step on the appropriate salary schedule, plus Associate Stipend of \$3,000 (without proration).
  2. Such salary is based upon a work year of 155 days based on the following:
    - a. 144 instructional days (subject to the instructional calendar).
    - b. 6 professional development days.
    - c. 5 additional days to be approved by the ECA principal.
  3. The work day shall be from 9:30 a.m. to 4:30 p.m. Monday through Thursday. ACES reserves the right to shift the schedule for Arts Associates up to thirty minutes later by providing two weeks' prior written notice to the Arts Associates and the Association.
  4. Associates are expected to have direct teaching responsibilities for a maximum of ten (10) hours weekly. This requirement is exclusive of supervision/observations of instructional staff.

5. Stipends will be paid annually as follows in recognition of the after hours expectation for rehearsals and performances:

Theatre	\$3,000
Dance	\$2,000
Music	\$1,000
Visual Arts	\$1,000

## ARTICLE VI

### EXTENDED SCHOOL YEAR AND ACADEMIC SUMMER SCHOOL

#### A. Extended School Year/Assignment

1. When a student's individual educational plan requires an extended school year, the teacher assigned to that student will have the first right of refusal for the program extension.
2. Should more than one class combine to form an extended school year, the teacher with the greatest amount of seniority in ACES *in that program* who will be assigned the class in the fall session and who will have students in the newly formed class, will have the first right of refusal.
3. If no assignment is made, in accordance with the above procedure, any appropriately certified and qualified teacher(s) in order of seniority in that program who have submitted in writing to the Executive Director a desire to teach in the extended school year program will be given the opportunity to refuse, before a vacancy is declared.
4. Should a vacancy be declared in the extended school year/summer school program, a vacancy list shall be posted within other ACES programs describing the specific requirements of the program.
5. Qualified and appropriately certified teachers within ACES will be considered for the vacancy before outside applications are considered. Teachers desiring to be considered for the extended school year vacancy, shall make written application by the second week of May, whenever practical. Notification of extended school year assignment shall be given to those teachers assigned, during the second week in June, whenever practical.
6. Two teachers may request of the Executive Director to job share for the extended school year. The Executive Director's decision shall be final.
7. Successful candidates for the extended school year will receive ten percent (10%) of his/her respective ten month salary for the following school year. The extended school year assignment will occur for four (4) weeks during the month of July.
8. Teachers assigned to summer school will not accrue seniority, sick leave or personal leave during this period (excluding teachers who work in EIBI and SAILS). Up to

three days of previously accumulated sick time may be used, should it be necessary during this period.

9. The on-site work day for teachers assigned to the Summer School/Extended School Year Program shall be 8:00 A.M. to 2:00 P.M.

B. Academic Summer School/Assignments

1. All Academic Summer School positions shall be posted annually within ACES programs describing the specific requirement certification hours, and compensation.
2. Qualified and appropriately certified teachers, within ACES, will be considered for vacancies first on the basis of seniority. Teachers desiring to be considered for Academic Summer School shall make written application by the second week of May, whenever practical. Notification of Academic Summer School shall be given to those teachers assigned during the second week in June, whenever practical. Only when there is absence of certified and qualified ACES candidates will the Agency seek outside candidates.
3. Successful candidates for Academic Summer School will be at the compensated rate of ten percent (10%) of his/her salary for the following school year on a pro rata hourly basis of the Academic Summer School hours. Said hours and work day shall not exceed those of the Eleventh Month Extension Program; 8:00 A.M. to 2:00 P.M. The Academic Summer School program will occur for four (4) weeks during the month of July (except as otherwise provided in a student's IEP, which special circumstances shall be discussed and, if necessary, negotiated with the Association).

## ARTICLE VII

### TEACHER RIGHTS

A. Rights Within Buildings

1. Adequate bulletin board space in each school shall be reserved for the exclusive use of the official bargaining agent for the posting of official bargaining agent notices or announcements. No derogatory material may be posted on such bulletin board space. Copies of any notice to be posted shall be submitted to the building administrator.
2. The AEA may call meetings in each building after school whenever such meetings do not conflict with other scheduled activities or programs. The Association shall leave the premises in the same condition they found them. The Association shall seek prior approval from the Executive Director before using such facilities.
3. The AEA shall have the exclusive organizational right to place material in the mail boxes of teachers (which is non-derogatory) and/or to communicate via the electronic mail system. Placement and/or use of the electronic mail system will be done by the authorized representative of the AEA, which shall be one per site in addition to the President. Such representative may, with approval of the school administration, use the

public address system for AEA announcements prior to and at the end of the teaching day. Such approval will not be unreasonably withheld.

4. The President of the AEA shall have access to a telephone in the building(s) where he/she is employed. AEA use of the telephone shall be confined to non-teaching hours. Association shall pay any per call charges for use of telephone including long distance charges. ACES may withdraw such telephone access immediately upon failure to pay such long distance charges in a timely manner.
5. The President or his/her designee will have covered release time to attend meetings of the Governing Board, when such meetings are held during the school day on the condition that the Association pay, for any substitute coverage that may be necessary.
6. The AEA President shall be allowed one hour travel time per month to visit external programs provided such time is used only after students are released from his/her program and provided said visits do not disrupt the work day of any bargaining unit member.

## **ARTICLE VIII**

### **TRANSFERS AND VACANCIES**

#### **A. Transfers**

1. The transfer of a teacher within ACES is the responsibility of and within the discretion of the Executive Director or his designee.
2. Teachers who request a change of assignment for the next school year, will file a written statement of such desire with the Executive Director by May 1. Each written request shall be limited to a single position. Before new hires are assigned to a vacant position, current employees who have applied shall be guaranteed an interview for said position.

#### **B. Vacancies**

1. All teachers shall be given the opportunity to make application for all open positions. If, in the sole determination of the Executive Director, two or more candidates possess substantially equal qualifications, then the candidate with the most seniority in ACES shall be given first consideration for the position.
2. A list of all vacant positions within ACES shall be available in the main office of each site during regular school hours throughout the year. Copies of the vacancy list will be mailed to the AEA President. Before new hires are assigned to a vacant position, current employees who have applied shall be guaranteed an interview for said position.
3. The AEA President shall receive a list of all newly hired professional staff members along with a statement of their salary placement.
4. A vacancy occurs only upon the creation of a new position. A vacancy also occurs upon the death, retirement, resignation, or discharge of an employee when the position held by that employee is not eliminated. Before a position is declared vacant, the

Executive Director may make all transfers among existing staff that he/she deems appropriate. Upon making such transfers the Executive Director shall take into consideration the requests of all teachers who have filed a written statement in accordance with paragraph 2. The remaining position open after all transfers are made shall then be declared a vacancy. Prior to initiating transfers as noted above, the Executive Director shall post internally the position that initially became open for five (5) days. The Executive Director may temporarily fill vacancies until the hiring process is completed, without such posting in an emergency situation.

## **ARTICLE IX**

### **LEAVES OF ABSENCE**

#### **A. Sick Leave**

1. Each employee is entitled to sick leave with full pay of up to fifteen (15) days in each school year for personal illness. The faculties assigned to the Wintergreen, PDSI, EIBI and SAILS shall be entitled to 16.5 sick days per school year for personal illness. Teachers shall also be entitled to use fractional portions of a sick day in increments of no less than one-quarter of a regular school day.
2. Sick leave is accrued at the start of each school year. Up to one hundred and fifty (150) days may be accrued and unused days are carried forward from year to year.
3. Sick leave shall count towards the allotment of leave under the Family and Medical Leave Act in accordance with ACES policy.
4. Leaves may be taken in two hour increments.

#### **B. Family Illness Leave**

1. Any teacher may use for family illness five (5) of his/her annually awarded sick days. The family is defined as parents, spouse and/or children, step-parents, step-children and significant others who are a member of the immediate household.
2. These days will not accrue as family illness days.
3. The need for additional time due to extenuating circumstances must be reviewed by the immediate supervisor and the Executive Director for approval of such an extension.
4. These leave days shall count towards the allotment of leave under the Family and Medical Leave Act in accordance with ACES policy.
5. Leaves may be taken in two hour increments.

#### **C. Personal Days**

1. Up to two (2) personal days will be available each year to conduct necessary personal business that cannot be conducted outside of the school day or year. An employee hired after January 1 of any given year shall be given one personal day for the remainder of the school year. These days will not accumulate from one fiscal year to the next.

2. Personal days shall not be used to extend a vacation or holiday. Anyone wishing to use a personal day immediately prior to or immediately following a vacation, holiday or wishes to use two consecutive days, must submit a written request to the human resources office and a copy to his/her immediate supervisor stating the specific reasons for the request. The Executive Director shall approve the request if he/she determines that the day(s) are needed for necessary, personal business and are not being used to extend a vacation or holiday.
3. Leaves may be taken in two hour increments.

D. Religious Leave

1. Up to three (3) full days of absence will be permitted to any teacher each year for the purpose of observing religious holidays.
2. These days will not accrue from one school year to another.
3. Notice of forty-eight (48) hours to the Program Director must precede the use of a religious leave day.
4. Leaves may be taken in two hour increments.

E. Bereavement Leave

1. In the event of a death in the immediate family, which includes father, mother, spouse, children, brother, sister, grandchildren, grandparents, in-laws, step-parents, step-children or a significant other, who is a member of the immediate household, the teacher may take up to three (3) consecutive days.
2. Up to a total of the equivalent of three (3) days may be used each year to attend funerals of those not included in the immediate family.
3. If additional bereavement leave is required due to unusual or religious circumstances, the Human Resources Office must be notified to grant such extension. The extension may be granted with or without pay.
4. Leaves may be taken in two hour increments.

F. Jury Duty

1. The teacher notified to serve on a jury, must contact his/her Program Director and the Human Resources Office immediately.
2. The teacher serving on jury duty will receive full pay and benefits minus any juror's fee received.
3. Any teacher who is subpoenaed by ACES or subpoenaed in connection with issues relating to that teacher's employment with ACES, in which the teacher is not testifying

on behalf of a party opposing ACES, shall receive full pay and benefits minus any witness fees.

4. Leaves may be taken in two hour increments.

G. Leave of Absence for Professional Growth

1. When the interests of ACES are served through a staff member furthering his/her professional growth, the Governing Board may approve a Professional Growth Leave subject to the following terms and conditions.

The interests of ACES are defined as:

- \* Identified goals or needs of ACES
- \* Identified goals or needs of a program
- \* Staff development plan goals
- \* Supervisor identified goals or needs

2. Period Employed

A staff member must have been employed in any capacity by ACES as a full-time staff member for at least three continuous years prior to the start of the leave. A year is defined as an agreement year (i.e., ten, eleven, or twelve months.)

3. Period of Leave

Up to sixty (60) consecutive calendar days, but not less than eleven (11) working days, will be granted. One leave may be awarded after each subsequent three (3) years of consecutive full-time employment. The period of the leave must be within one agreement year. The period of the leave may be extended by use of accrued vacation time (for twelve month staff only) or through granting a leave without pay if requested with the application.

4. Payment of Salary/Benefits Coverage

During the period of the leave, the individual's full regular salary will be paid for the period of the agreement covered. However, stipends or remunerations received in excess of expenses (i.e., travel, lodging, meals, instructional materials, tuition) will be reimbursed to ACES. ACES benefits will be provided during the leave.

5. Penalty for Failure to Return/Early Leaving

Staff taking a Professional Growth leave must agree to return to work at ACES for a period of one full agreement year following the year in which the leave is taken. If return is not made or if the one full agreement year condition is not met, the staff member is obligated to repay ACES a pro-rated share of salary and benefits received.

## 6. Limitations

No more than one (1) person per program at one time. Team applications will be handled separately from the normal application process for individuals.

## 7. Application Process

Staff will apply for Professional Growth leave on forms provided by the Personnel Office. The endorsements of the Program Director are necessary prior to the application being submitted to the Professional Development Leave Committee. This committee will receive applications and make recommendations to the Executive Director. The Executive Director may recommend leave to the Board of Directors. Final approval for leave may only be granted by the Board of Directors. A written agreement will specify the period of the leave, reimbursement and reconciliation penalty provisions.

### H. Pregnancy Disability Leaves

1. Teachers shall be granted pregnancy disability leave upon request, accompanied by verifiable medical evidence.
2. An employee who is disabled caused by pregnancy and unable to work may use accumulated sick leave to receive salary during the period of disability. The Executive Director or his/her designee, may require at regular intervals written certification from the employee's physician on continued disability, subject to review by an ACES physician.
3. If the period of disability extends beyond the total accumulated sick leave, the employee will receive an unpaid leave of absence for the remainder of the defined disability period, not to exceed a total of 12 weeks from the initial date of disability.
4. Benefits shall continue during the 12 week period and the cost shall be fully borne by the Governing Board.

### I. Parenthood Leaves

1. Any certified professional employee shall be entitled, upon written request, submitted to the Executive Director, to a leave without pay, for purposes of child rearing, apart from any period of child birth disability leave. Such employee shall be entitled to such leave for twelve (12) consecutive months, or a reasonable portion thereof, in which the child is born or adopted.

Such child rearing leave shall be subject to the following conditions:

- a. A teacher who has requested and received a parenthood leave shall be entitled to purchase group insurance at the prevailing group rates in accordance with law and the terms of the insurance carrier for the duration of the leave.
- b. Employees requesting leave shall submit not less than sixty (60) days' written notice of the anticipated date of commencing such leave.



J. Return Privileges Following a Leave of Absence

1. The teacher on leave shall be responsible for notifying ACES, sixty (60) days prior to the date he/she desires to return to work. A failure to provide such notice shall be deemed a waiver by the teacher of his/her right to return to a position with ACES.
2. A teacher returning from a leave under this Article shall be guaranteed his/her former position and program, if they are vacant. If no vacancy exists, said teacher shall be offered a comparable position as the one he/she left.
3. All teachers shall retain, but not accrue, seniority and sick leave accumulation during the period of such leave. A teacher is not entitled to personal days and does not accumulate vacation time during such leave, but may use already earned vacation time (twelve month employees) to extend such leave.
4. A teacher does not advance on the salary schedule during such leave, unless the teacher has worked more than half the teacher work year. The aforementioned conditions apply to all unpaid leaves under this contract.
5. Teachers on leave who have not attained tenure shall not acquire tenure while on leave. Teachers on Parenthood Leave are subject to the reduction in force (RIF) provision.

**ARTICLE X**

**DEGREE DEFINITIONS**

- A. The salary schedules listed in the Appendices of this Agreement will be interpreted and applied in accordance with the following definitions. It is the expectation of ACES that all course work related to salary lane advancement will be directly related to the enhancement of the teachers' professional role.

Bachelor Lane

A Baccalaureate Degree earned at an accredited college or university.

Master Lane/  
Bachelor's Lane & 30

A Master's Degree earned at an accredited college or university relevant to the teacher's job responsibilities as determined in advance by the Executive Director; the completion of thirty (30) credits beyond the Baccalaureate Degree in a program approved by an accredited college or university and relevant to the teacher's job responsibilities, with advanced approval from the Executive Director or his/her designee.

Sixth Year Lane/

A second Master's Degree in a discipline other than

Master's Lane & 30

the discipline in which the initial Master's Degree was awarded which has been approved in advance by the Executive Director; a Master's Degree program from an accredited college or university requiring a minimum of sixty (60) credits; the completion of a planned program of study consisting of thirty (30) credits beyond the Master's Degree with prior administrative approval; the completion of a program leading to a Certificate of Advanced Graduate Study.

**ARTICLE XI**

**PLACEMENT ON THE SALARY SCHEDULE**

- A. The Executive Director shall place newly hired teachers on the appropriate step and lane of the salary schedule and shall consider the following factors in doing so:
1. Degree Status as defined under Degree Definitions, Article XII.
  2. Continuous full time teaching service of at least one-half of the school year within the last ten (10) years in positions requiring and under State certification. Intermittent and short-term substituting will not be credited as previous teaching experience.
  3. Credit for experience outside of teaching and credit for teaching or teacher related experience in non-certified positions deemed appropriate to the position by the Executive Director, if such experience has occurred within the last ten (10) years.
  4. Any teacher receiving a change in degree status (as recognized in Article XII, Degree Definitions) documented by official transcripts, will be placed on the appropriate salary lane beginning with the next semester following the presentation of said transcripts to the ACES Central Office.
- B. *Salary Option Payments*

The Board shall offer to each teacher the choice of one of the following two plans for the payment of salaries:

Plan A - For ten-month employees, salary payment shall be made in twenty-two (22) equal paychecks. The 22<sup>nd</sup> paycheck shall be distributed on the last work day of the employment year.

- OR -

Plan B - Payment shall be made in twenty-two (22) checks. The first 21 checks shall equal 1/26<sup>th</sup> of the teacher's salary. The 22<sup>nd</sup> check shall equal 5/26<sup>th</sup> of the teacher's annual salary and shall be distributed on the last work day of the employment year.

Plan C - For twelve month employees, salary payment shall be made in twenty-six (26) biweekly equal checks.

## ARTICLE XII

### PAYROLL DEDUCTIONS

- A. In addition to those payroll deductions required by law, additional payroll deductions currently approved by the ACES Governing Board may be made from teacher's salaries provided the proper authorization form is on file, prior to effecting any deductions. All requests for changes to the authorized deductions must be in writing thirty (30) days prior to the effective date of the change.
- B. No later than September 30 (for new teachers) and June 30 (for those currently employed) of each year, the Board shall provide the Association with a list of those employees who have voluntarily authorized the Board to deduct dues for the Associations. The Board shall notify the Association monthly of any changes in said list. The Association shall at least thirty (30) days prior to the beginning of each school year, give written notification to the business office of the amount of its dues and those of CEA and NEA.
- C. The right to refund to employees money deducted from their salaries under such authorization shall lie solely with the Association. The Association agrees to reimburse any employee for the amount of dues deducted by the Board and paid to the Association, which deduction is in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deduction.
- D. The Association (including its parent associations, CEA and NEA) shall indemnify and save the ACES Board and its agents harmless against any and all claims, demands, suits or other forms of liability, which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this section.
- E. Salary payments shall be paid by direct deposit.

## ARTICLE XIII

### MAINTENANCE OF MEMBERSHIP AND AGENCY FEE

A. Conditions of Continued Employment

All teachers employed by the Area Cooperative Educational Service Centers will, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment.

B. Deductions

The ACES Governing Board agrees to deduct from each teacher an amount equal to the Association membership dues or service fee by means of payroll deductions. Deduction for Association membership dues shall occur in equal amounts from the first eight (8)

paychecks of the school year. Deduction for Association Service fee shall occur in equal amounts from eight (8) paychecks from and including the first paycheck in January, in accordance with the procedural requirements for the collection of agency fees pursuant to the U.S. Supreme Court decision -*Chicago Teachers Union vs. Hudson*, et al., 103 S. Ct 1066 (1986). The amount of Association membership dues shall be certified to the Board prior to the opening of school and the amount of service fee shall be certified prior to December 1 of each year.

C. Subsequent Employment

Those teachers whose employment commences after the start of the school year shall pay a pro-rated amount equal to the percentage of the remaining school year.

D. Forwarding of Monies

The Governing 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 for whom such deductions were made.

E. Lists

No later than the first paycheck in October of each school year, the Board shall provide the association with a list of all bargaining unit employees of ACES and the positions held by said employees. The Board shall notify the Association monthly of any changes in said list.

F. Reference to Association

The singular reference to the "Association" herein shall be interpreted as referring to the Area Cooperative Educational Services Education Association, the Connecticut Education Association, and the National Education Association.

G. Indemnification

The Association (including its parent Associations, CEA and NEA) shall indemnify and save the ACES Board and its agents harmless against any and all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this section.

## ARTICLE XIV

### HEALTH BENEFITS

- A. The ACES Governing Board agrees to the following Health and Insurance benefits for its employees and dependents as found in Appendix C and this article.

The ACES Governing Board agrees to make available to teachers and their families, including dependent children up to age twenty-six (26), a High Deductible Health Plan (HDHP) with a Health Savings Account. Individuals who do not qualify under Internal Revenue Service rules for a Health Savings Account will be able to participate in the PPO

plan at the same employee cost (in dollars) as for those teachers who are covered under the HDHP.

The HDHP will have in-network deductibles for individual/family of \$1500/ \$3000. ACES will fund fifty percent (50%) of the deductible.

ACES will provide its contribution to the deductible for teachers in the HDHP based on the following timeline:

2014-15	100% of contribution on July 1
2015-16 and beyond	50% of contribution on July 1
	25% of contribution on September 1
	25% of contribution on February 1

Prescription co-pays shall be \$5/20/30 after the deductible is met. The out-of-network coinsurance shall be 20% up to a maximum of \$1500/3000. The out-of-pocket maximum shall be \$3,000/6,000 inclusive of prescription co-pays after the deductible.

B. Eligibility for Benefits

- a. All insurance benefits shall be provided in accordance with the terms of the insurance carrier. The master plans documents for the above noted coverage's shall be on file in the business office and shall be provided to the Association. These documents contain the details governing the medical and dental programs and shall prevail in cases of conflicts with any summaries.
- b. Disputes concerning an employee's eligibility or entitlement to the benefits contained herein are matters which are to be resolved by the employee (with the assistance of the Association, if requested) and the insurance carrier administering the plan.
- c. Disputes concerning coverage shall not be subject to the grievance procedure contained in this Agreement. ACES reserves the right to self-insure the health plan. Should ACES move to a self-insured plan, such plan shall meet the state and federal mandates for fully-insured plans.

C. Plan Descriptions

In each case where the name of a particular company or specific plan has been used, the intent is to indicate a specific type of insurance benefit and not to establish a relationship with that company.

D. Premium Shares

Premium shares shall be for the duration of this Agreement as follows:

2014-2015 - Teachers will contribute seventeen percent (17.00%) of the applicable premium costs of their health premium costs, the Board of Governors will provide for their employees and dependents eighty-three percent (83.00%) of the applicable health premium costs.

2015-2016 - Teachers will contribute seventeen percent (17.00%) of the applicable premium costs of their health premium costs, the Board of Governors will provide for their employees and dependents eighty-three percent (83.00%) of the applicable health premium costs.

2016-2017 - Teachers will contribute seventeen percent (17.00%) of the applicable premium costs of their health premium costs, the Board of Governors will provide for their employees and dependents eighty-three percent (83.00%) of the applicable health premium costs.

E. Change In Carrier

1. Prior to any change in insurance plans or carriers, the Board shall notify and consult with the Association.
2. Any change in insurance carriers or plans shall not reduce the level of benefits or change the nature of the administration of such benefits.
3. The representative of the insurance carrier shall meet with the President of the Association and/or his/her designees and the Executive Director and/or his/her designees to explain any proposed change. The Board shall make available to the Association all necessary information in order to facilitate any meeting(s) with any insurance representative. This information shall be provided to the Association in advance of any such meeting.
4. If the President does not approve of a proposed change as recommended by the Executive Director, he/she shall submit a written statement detailing the reasons for such disapproval. The statement shall specifically list the reductions in the level of benefits and/or administration inadequacies to which he/she objects.
5. The Association must submit this written statement within thirty (30) days of the meeting(s) with the insurance representative(s). An extension shall be granted for an additional 30 days upon written request from the Association.
6. If the Association disapproves of any changes(s) pursuant to subsection (e) above, it may submit the issue to arbitration. Such demand shall be submitted within fifteen (15) calendar days following receipt of notice from the Executive Director that the ACES Board intends to implement a new plan.
7. The arbitration shall be in accordance with the rules of the American Arbitration Association. The issue shall be decided exclusively by the rules of the A.A.A.

F. Insurances

1. *Life Insurance* - The employee shall receive \$50,000, the spouse \$5,000 and the dependents \$2,000 face value life insurance at no cost to the employee.
2. *Long-Term Disability* - Long term disability insurance is provided in accordance with the terms of the carrier.

3. *Employee Assistance Plan*- A service provided to members of the bargaining unit, offering three (3) face to face visits per issue. The setting is guaranteed to be confidential.
4. *457(b) Plan* – The Board shall establish and maintain an I.R.C. Section 457(b) Deferred Compensation Plan for the purpose of employee saving through payroll deduction.

G. *Section 125 Flexible Spending Accounts*

The Board shall maintain at no cost to teachers an optional I.R.C. Section 125 Flexible Spending Account for the purpose of reimbursing employee health care and/or dependent care costs as permitted by applicable federal and/or state law.

For those members of the bargaining unit covered by the HDHP, the FSA will become a limited purpose FSA from which only vision and dental expenses may be reimbursed at the time the Health Savings Account (HSA) is opened. Individuals covered under the HDHP beginning July 1 may elect to delay opening an HSA until January 2015 in order to maximize the opportunity to expend their previous FSA contributions through December 2014.

## **ARTICLE XV**

### **REDUCTION IN FORCE**

- A. This article deals with the method to be followed regarding reduction in force among the certified staff, provided that teachers employed pursuant to a durational shortage area permit are excluded from the scope of this Article. Both ten month and twelve month staff are addressed in this article.
- B. Prior to any lay-off, the Association President shall be notified, in writing, of the details of the lay-off, that is, of the number of teachers to be laid off and the positions which are to be eliminated. The Administration shall meet with the Association President and his designees for the purpose of explaining the layoffs and conferring with the Association regarding the reasons for the order of lay-off.
- C. In the event it becomes necessary to lay off teachers, it shall be done in the following order:
  1. attrition, voluntary retire, voluntary or involuntary transfers, terminations;
  2. non-tenured, by seniority;
  3. part time (less than 1.0 certified FTE) which shall be prorated;
  4. tenured, by seniority.
- D. Should it be necessary to lay off certified staff, the least senior staff member will be laid off first. Seniority at ACES is counted from date of hire at ACES in a certified position. Seniority is minus leaves other than sabbaticals. Program and staff groupings are to be considered.
  1. Program groupings are designated by distinct budget units

2. Staff groupings consist of:
  - a. classroom teachers, regular and special education
  - b. physical education teachers, guidance counselors, world language teachers, art teachers, music teachers, media teachers
  - c. vocational teachers
  - d. school psychologists
  - e. social workers
  - f. speech and language clinicians
  - g. education specialists
  
- E. A staff member with more seniority, who has received a notice of consideration for termination, may upon receipt of such notice, displace a junior staff member in any program in ACES. The most senior staff member shall displace more junior staff members by transferring into the position held by the junior staff member.
  
- F. The Executive Director may have an override option to seniority, if these conditions exist:
  1. The override option will ensure optimum staffing vis-à-vis student/program needs;
  2. The junior staff member possesses unique characteristics for the program. The unique characteristics shall be defined by the Executive Director and stated in writing to the more senior teacher who has his/her seniority overridden;
  3. To effectuate a seniority override, the Executive Director shall demonstrate that the staff members retained in a program are superior in their qualifications and such superior qualifications communicated in writing to those having their seniority overridden;
  4. The decision of the Executive Director to modify the strict application of seniority, shall not be a subject for the grievance procedure; but, evidence of such an override may be subject to review under Conn. General Statute 10-151, inclusive;
  5. The standard by which the decision of the Executive Director shall be judged is whether the decision is reasonable to exercise the seniority override. A decision that is reasonable shall be upheld.
  
- G. In the event of a tie between certified staff, the Executive Director will review certification, experience, program needs, and total years of service at ACES in determining which of two (or more) staff will be laid off.
  
- H. Recall Procedure
  1. Should a position in ACES become available, the Executive Director shall offer the position to the individual on the recall list who was most recently terminated subject to consideration of program and staff groupings as noted in Section D of the Reduction in Force Procedure and subject to an override option based on the criteria listed in Section F of the Reduction in Force Procedure.
  2. A separated teacher shall remain on the recall list for one school year.



3. If recall occurs for a position with an FTE less than it was at the time of separation, the teacher accepting the reduced position shall remain on the recall list until the original FTE is available or one additional school year, whichever occurs first.
4. Refusal to accept reduced FTE does not make the teacher ineligible for recall.
5. The teacher must notify ACES of any change in address and telephone number.
6. All notices to and from staff are to be sent certified mail.
7. A recalled teacher must accept, in writing, the position within ten working days from the date of mailing of the recall notice and must assume the position within ten days from the date of acceptance.
8. Association President will regularly receive status reports on the recall list.

## **ARTICLE XVI**

### **PROTECTION FROM ARBITRARY ACTION**

#### **A. Personnel Files**

1. No material, excluding ordinary business records, originating after the initial date of employment, shall be placed in any teacher's personnel file unless the teacher has first had an opportunity to review the material. The teacher may submit a written explanation regarding any material (except evaluations which are subject to another response process), and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material to be placed in the teacher's file, such signature shall indicate his or her awareness of the material, but in no instance shall said signature be interpreted to mean the teacher's agreement with the content of the material.
2. At the request of the teacher, the Executive Director may place material that he deems appropriate in the teacher's personnel file. Such appropriate material may include honors, certificates, or letters of commendation from reputable outside organizations.
3. Any substantive, serious complaint, verbal or written, made to the ACES Administration or person to whom the teacher is administratively responsible, by any parent, student or other person outside the Agency, shall be promptly brought to the attention of the teacher involved. Said teacher will be provided an opportunity to explain the circumstances of the complaint.
4. In no case shall any anonymous complaint be placed in any teacher personnel file.
5. A teacher has the right to have a representative of the Union accompany him/her on any review by said teacher of his/her personnel files.

6. Any teacher may request an Association representative to attend any conference called by the employer or its agents which conference involves the investigation of matters that may result in disciplinary action being taken against the teacher. This provision does not apply to routine conferences concerning the review of teacher evaluations.
7. Just Cause – No teacher shall be reprimanded in writing or suspended without pay without just cause. If a teacher is to be reprimanded in writing or suspended without pay, he or she shall be notified at least twenty-four (24) hours before such actions is to be undertaken and shall be entitled to receive a written statement of the reasons for such action, to explain his/her position on the matter, and to have a representative of the Association present if he/she so desires. Teachers employed under a durational shortage area permit are subject to dismissal as the Executive Director may determine.

B. Notice of Suspension and Discharge

1. Contact with the AEA President must precede the implementation of any disciplinary action involving suspension or dismissal, except where the Association member rejects such contact in writing.

## ARTICLE XVII

### GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level in the least amount of time, and with a positive atmosphere, equitable solutions to problems which may arise in the interpretation and application of this Agreement. The parties agree that the grievance procedure shall be as confidential as is appropriate.

B. Definitions

1. "Grievance" shall mean a violation of a specific term or terms of this contract to the detriment of a teacher or a group of teachers. Grievance shall also mean a violation of ACES policies involving mandatory subjects of bargaining. Such policy grievances may only proceed to the ACES "Board" or a committee thereof for final resolution and are not subject to the arbitration provision of this grievance procedure.
2. "Grievant" shall mean any member or members of the teachers' bargaining unit. Anyone who has been a part of a group grievance may not file as an individual on the same issue.
3. "Days" shall mean days when school is in session, except after May 1st, when days shall mean business days, so that the matter may be resolved before the end of the school term or as soon as possible thereafter.

C. Time Limits

1. The number of days indicated at each level of this procedure will be considered as a maximum. The time limit specified may, however, be extended by written agreement

of the grievant and the appropriate administrator, except that the time limit for the formal filing of a grievance, as noted below, may not be extended by either party.

2. If a teacher does not file a grievance in writing within twenty-five (25) days of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
3. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
4. Failure by any administrator to render a decision within the specified time limits shall allow the grievant to proceed to the next level of the procedure.
5. Any grievance not processed in accordance with the time limits specified herein shall be deemed waived by the grievant.
6. The time limits specified at any step of the formal procedure may be extended in any particular instance by written agreement between the supervisor and the grievant, except as specified in Section C.2 above.

D. Informal Procedure

1. If any teacher feels he/she may have a grievance, he/she will discuss the matter with his/her immediate supervisor or other appropriate administrator in an effort to resolve the problem informally. The informal procedure shall be a mandatory phase of the grievance procedure.
2. If 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 immediate supervisor or other appropriate administrator.
3. If the problem is not resolved, the teacher may institute formal procedures.

E. Formal Procedure

1. Level One - Immediate Supervisor
  - a. The grievant may file a written formal grievance with the immediate supervisor which shall specify the term or terms of the contract that the grievant believes had been breached and a proposed remedy.
  - b. The immediate supervisor may hold a meeting with the grievant prior to making a decision.
  - c. The immediate supervisor shall, within five (5) days of the written submission of grievance, render his/her decision and reasons in writing to the grievant.

2. Level Two - Executive Director

- a. If the grievant is not satisfied with the disposition of the grievance at Level One, he/she may, within five (5) days after receipt of the decision, file a grievance with the Executive Director.
- b. The Executive Director may meet with the grievant prior to making a decision.
- c. The Executive Director shall, within ten (10) days after receipt of the grievance, render his/her decision and the reasons in writing to the grievant.

3. Level Three - ACES Board of Governors

- a. If the grievant is not satisfied with the disposition of the grievance at Level Two, he/she may, within five (5) days after the receipt of the decision or ten (10) days after the meeting with the Executive Director, file a grievance with the ACES Board of Governors.
- b. The ACES Board of Governors or a committee thereof, shall, within twenty-five (25) days after receipt of the grievance, meet with the grievant for the purpose of resolving the grievance. The ACES Board of Governors or a committee thereof shall, within five (5) days after such meeting, render its decision and the reasons in writing to the grievant.

4. Level Four - Arbitration

- a. If the Association and the grievant are not satisfied with the disposition of his/her grievance at Level Three, the Association may, within ten (10) days after the decision of the Board of Governors, submit the grievance to arbitration by notifying the Executive Director of its intent to do so. If the Association and the Executive Director cannot mutually agree upon a single arbitrator to hear the grievance within three (3) days of the notice of intent to submit to arbitration, then the Association may submit the grievance to arbitration by filing a demand for arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The American Arbitration Association shall then act as the administrator of the proceedings.
- b. The arbitrator selected shall confer promptly with the representatives of the Board and the Association, shall review the record of prior hearings, and shall hold such further hearings as he/she shall deem requisite.
- c. The arbitrator shall be bound by the Voluntary Labor Arbitration Rules except as they may be inconsistent with the terms of the Agreement. He/she shall hear only one grievance at a time. He/she shall have no power to add to, delete from or modify the Agreement. The decision of the arbitrator shall be submitted to the Board of Governors and the Association and shall be binding.
- d. The costs of the services of the arbitrator shall be borne equally by ACES and the Association.

F. Rights of Teachers to Representation

The grievant may have Association representation of his or her choosing at any level of the grievance procedure (beyond the initial stage of the informal level), provided that such person is reasonably available. When a teacher is not represented by the Association, the Association shall be notified and have the right to be present and to state its views at any level of the grievance procedure.

G. Miscellaneous

1. Meetings held under this procedure shall be conducted on non-school time at a place which will afford a fair and reasonable opportunity for all persons proper to be present to be heard. If, at the option of ACES, hearings are held during school hours, persons proper to be present shall be excused without loss of pay.
2. If the grievance occurs as a result of an action by other than the teacher's immediate supervisor or affects a group or class of teachers, the grievance may be processed immediately at the level at which it occurs. In such a case, the grievance shall specifically identify the group and the alleged damage suffered by that group. The Association may file such group grievances.
3. Nothing in this Agreement shall be construed as compelling the Association to submit a grievance that lacks merit to arbitration.
4. All documents, communications and records generated by a grievance shall be filed separately from the personnel files of the participant.
5. Forms for filing and processing grievances and other necessary documents shall be prepared by the Association with the approval of the Executive Director.
6. This grievance procedures supersedes and replaces any grievance policy of ACES now in effect.

**ARTICLE XVIII**

**MILEAGE REIMBURSEMENT**

Bargaining unit members required to travel on ACES business using their own car shall be reimbursed for mileage at the IRS rates in effect on July 1, of each year of this contract, subject to the submission of mileage reports on a monthly basis.

**ARTICLE XIX**

**REIMBURSEMENT FOR DAMAGED PERSONAL PROPERTY,  
PERSONAL SAFETY**

- A. Employees shall reimbursed for personal property damaged by students and not through the employee's negligence, in accordance with the following schedule:

1. Eyeglasses shall be reimbursed up to \$300.
  2. Watches shall be reimbursed up to \$25 of their current value.
  3. Clothes shall be reimbursed up to \$35 of their current value.
  4. Jewelry shall be reimbursed up to \$15 of its current value.
- B. Reimbursement with respect to items 2, 3, and 4 noted above shall not exceed \$2,000 in any one fiscal year for the entire bargaining unit. However, an employee who is denied reimbursement on the basis that the \$2,000 limit has been met in a particular fiscal year, may re-file his/her claim in the next fiscal year. All damaged property claims must be made to the Executive Director or his designee within five (5) business days of the incident giving rise to the claim. The claim must be in writing and on the form provided by ACES. At a minimum, ACES will require a brief description of the incident, a brief description of the property as well as the original cost, original receipts or current prices of the same or comparable items, and the original date that the article was purchased.
- C. Whenever a teacher is absent from school as a result of personal injury caused by an assault upon the teacher arising from and in the course of employment, he/she shall be paid his/her full salary for the period of such absence without having such absence charged to his/her annual or accumulated sick leave. Any amount of salary payable pursuant to this section, when combined with any Worker's Compensation benefit received, shall not exceed the injured teacher's annual salary. If civil proceedings are brought against a teacher alleging that he/she committed an assault against a student in connection with his/her employment. ACES shall indemnify and save harmless said teacher in connection with such proceedings in accordance with and subject to the law. This section is for information purposes only and shall not be subject to the grievance procedure in this agreement.
- D. Whenever a teacher is absent from school as a result of an injury covered by Workers' Compensation (other than a personal injury caused by an assault upon the teacher arising from and in the course of employment), he/she shall continue to receive his/her full salary during the period of such absence, with a proportionate charge to the teacher's annual or accumulated sick leave. In order to receive his/her full salary, the teacher shall sign over to ACES the check the teacher receives for Workers' Compensation benefits.

**ARTICLE XX**

**DURATION**

The provisions of this Agreement shall be effective as of the first day of July, 2014 and shall remain in full force and effect to and including the last day of June 30, 2017.

In WITNESS WHERE of, the parties here unto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Area Cooperative Educational  
Services Governing Board

Area Cooperative Educational  
Services Education Association

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Witness: \_\_\_\_\_

## APPENDIX A

<b>Salary Schedule A</b> <b>July 1, 2014 through June 30, 2015</b>
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*All teachers not at maximum shall move one step.*

<u>Step</u>	<u>All Educational Programs</u> <i>(except Educational Specialists and WIMS)</i>			<u>Educational Specialist</u>			<u>Wintergreen Interdistrict Magnet School</u>		
	BA	MA BA & 30	Sixth Yr MA & 30	BA	MA	Sixth Yr	BA	MA BA & 30	Sixth Yr MA & 30
1									
2	\$44,747	\$48,522	\$51,378	\$49,799	\$53,999	\$57,180	46,912	50,870	53,864
3	\$46,524	\$50,600	\$53,453	\$51,777	\$56,312	\$59,488	48,775	53,048	56,039
4	\$48,290	\$52,682	\$55,526	\$53,742	\$58,629	\$61,794	50,627	55,231	58,213
5	\$50,061	\$54,764	\$57,602	\$55,713	\$60,946	\$64,107	52,483	57,414	60,389
6	\$51,836	\$56,844	\$59,673	\$57,688	\$63,260	\$66,413	54,344	59,595	62,560
7	\$53,606	\$58,925	\$61,747	\$59,658	\$65,578	\$68,718	56,200	61,776	64,735
8	\$55,787	\$61,454	\$64,287	\$62,086	\$68,939	\$71,546	58,486	64,428	67,398
9	\$57,567	\$63,551	\$66,374	\$64,067	\$70,726	\$73,758	60,353	66,626	69,586
10	\$60,326	\$65,647	\$68,463	\$67,137	\$73,057	\$76,190	63,245	68,823	71,776
11	\$63,084	\$67,875	\$70,688	\$70,207	\$75,524	\$78,667	66,136	71,159	74,108
12		\$69,974	\$72,776		\$77,873	\$80,990		73,360	76,297
13		\$72,070	\$74,865		\$80,207	\$83,332		75,557	78,488
14		\$77,208	\$80,086		\$85,925	\$89,134		80,944	83,961
15		\$82,346	\$85,306		\$91,642	\$94,936		86,330	89,434



## APPENDIX A

**Salary Schedule B**  
**July 1, 2015 through June 30, 2016**

*All teachers not at maximum shall move one step.*

<u>Step</u>	<u>All Educational Programs</u> <i>(except Educational Specialists and WIMS)</i>			<u>Educational Specialist</u>			<u>Wintergreen Interdistrict Magnet School</u>		
	BA	MA BA & 30	Sixth Yr MA & 30	BA	MA	Sixth Yr	BA	MA BA & 30	Sixth Yr MA & 30
1									
2									
3	\$46,524	\$50,600	\$53,453	\$51,777	\$56,312	\$59,488	48,775	53,048	56,039
4	\$48,290	\$52,682	\$55,526	\$53,742	\$58,629	\$61,794	50,627	55,231	58,213
5	\$50,061	\$54,764	\$57,602	\$55,713	\$60,946	\$64,107	52,483	57,414	60,389
6	\$51,836	\$56,844	\$59,673	\$57,688	\$63,260	\$66,413	54,344	59,595	62,560
7	\$53,606	\$58,925	\$61,747	\$59,658	\$65,578	\$68,718	56,200	61,776	64,735
8	\$55,787	\$61,454	\$64,287	\$62,086	\$68,939	\$71,546	58,486	64,428	67,398
9	\$57,567	\$63,551	\$66,374	\$64,067	\$70,726	\$73,758	60,353	66,626	69,586
10	\$60,326	\$65,647	\$68,463	\$67,137	\$73,057	\$76,190	63,245	68,823	71,776
11	\$64,346	\$67,875	\$70,688	\$71,611	\$75,524	\$78,667	67,460	71,159	74,108
12		\$69,974	\$72,776		\$77,873	\$80,990		73,360	76,297
13		\$72,070	\$74,865		\$80,207	\$83,332		75,557	78,488
14		\$77,208	\$80,086		\$85,925	\$89,134		80,944	83,961
15		\$83,993	\$87,012		\$93,475	\$96,835		88,057	91,222

## APPENDIX A

**Salary Schedule C**  
**July 1, 2016 through June 30, 2017**

*All teachers not at maximum shall move one step.*

<b><u>Step</u></b>	<b><u>All Educational Programs</u></b> <i>(except Educational Specialists and WIMS)</i>			<b><u>Educational Specialist</u></b>			<b><u>Wintergreen Interdistrict Magnet School</u></b>		
	<b>BA</b>	<b>MA BA &amp; 30</b>	<b>Sixth Yr MA &amp; 30</b>	<b>BA</b>	<b>MA</b>	<b>Sixth Yr</b>	<b>BA</b>	<b>MA BA &amp; 30</b>	<b>Sixth Yr MA &amp; 30</b>
1									
2									
3	\$47,087	\$51,212	\$54,100	\$52,404	\$56,993	\$60,208	49,365	53,690	56,718
4	\$48,874	\$53,319	\$56,198	\$54,392	\$59,338	\$62,542	51,239	55,899	58,917
5	\$50,667	\$55,427	\$58,299	\$56,387	\$61,683	\$64,883	53,119	58,109	61,120
6	\$52,463	\$57,532	\$60,395	\$58,386	\$64,025	\$67,217	55,002	60,316	63,317
7	\$54,255	\$59,638	\$62,494	\$60,380	\$66,371	\$69,549	56,880	62,524	65,518
8	\$56,462	\$62,198	\$65,065	\$62,837	\$69,773	\$72,412	59,194	65,208	68,213
9	\$58,264	\$64,320	\$67,177	\$64,842	\$71,582	\$74,650	61,083	67,432	70,428
10	\$61,056	\$66,441	\$69,291	\$67,949	\$73,941	\$77,112	64,010	69,656	72,644
11	\$65,125	\$68,696	\$71,543	\$72,477	\$76,438	\$79,619	68,276	72,020	75,005
12		\$70,821	\$73,657		\$78,815	\$81,970		74,248	77,221
13		\$72,942	\$75,771		\$81,178	\$84,340		76,471	79,437
14		\$78,142	\$81,055		\$86,965	\$90,213		81,923	84,977
15		\$85,009	\$88,065		\$94,606	\$98,007		89,122	92,326

## **APPENDIX B**

### **Stipends and Salary Differentials**

#### Stipends

Teachers involved in providing in-service or professional development training within ACES, shall receive \$32.00 per hour preparation for each hour of a workshop in 2014-15, \$36 per hour preparation in 2015-16, and \$40 per hour preparation in 2016-17. Preparation is defined as that time necessary to prepare off-site.

Teachers involved in activities sanctioned by the ACES Governing Board shall receive \$32.00 an hour in 2014-15, \$36 an hour in 2015-16, and \$40 an hour in 2016-17 for the following activities: intramural coaching and other activities as designed by the administration. Assistant coach will receive sixty percent (60%) of head coach as will assistant or second staff member in activity.

Each activity will have a designated teacher and will run for the course of the designated after school scheduled session (typically ten weeks per semester).

An after school coordinator for schools engaging in more than ten activities in any one session will receive a stipend of \$800 per semester.

* Department Chair	2014-15:	\$3,150
	2015-16:	\$3,300
	2016-17:	\$3,450
* WIMS and Thomas Edison Team Leader and Specialist	2014-15:	\$3,150
	2015-16:	\$3,300
	2016-17:	\$3,450

Other stipends including coaching stipends, shall be negotiated subject to the midstream bargaining laws.

## APPENDIX C

### Description of Health, Dental and Prescription Plans

BENEFIT	PPO PLAN	HDHP Plan
	<p style="text-align: center;"><b>In-Network services subject to copays</b></p> <p style="text-align: center;"><b>Out-of-Network services subject to deductible and coinsurance</b></p> <p style="text-align: center;"><b>\$25 Copay Office Visit Specialist \$25 copayment Unlimited Office Visit Maximum</b></p> <p style="text-align: center;"><b>\$250 Copay Inpatient Hospitalization</b></p> <p style="text-align: center;"><b>\$75 Copay Emergency Room</b></p> <p style="text-align: center;"><b>\$50 Copay Urgent Care</b></p> <p style="text-align: center;"><b>\$125 Copay Outpatient Surgery</b></p> <p style="text-align: center;"><b><u>Individual/Family</u></b>  <b>Deductible - \$500/\$1,000</b>  <b>Coinsurance - 80/20%</b>  <b>Out-of-Pocket Maximum - \$1,000/\$2,000</b></p> <p style="text-align: center;"><b>Lifetime Maximum In-Network - Unlimited</b>  <b>Lifetime Maximum Out-of-Network - Unlimited</b></p> <p style="text-align: center;"><b>(In-Network benefits are defined below)</b></p>	<p style="text-align: center;"><b>In-Network services subject to deductible</b></p> <p style="text-align: center;"><b>Preventative services covered at 100% In-network</b></p> <p style="text-align: center;"><b>Out-of-Network Coverage Subject to Deductible and Coinsurance</b></p> <p style="text-align: center;"><b><u>In and Out of Network Deductible</u></b>  <b>Individual \$1500 Two Person/Family \$3000</b>  <b><u>In-Network services subject to deductible</u></b>  <b>and then covered at 100% - Prescription drugs will have applicable copayments after deductible</b></p> <p style="text-align: center;"><b><u>Out Of Network services subject to deductible and coinsurance</u></b>  <b>Coinsurance - 80/20%</b>  <b>Out-of-Pocket Maximum - \$3,000/\$6,000</b></p> <p style="text-align: center;"><b>(In-Network benefits are defined below)</b></p>

<b>BENEFIT</b>		
	<b>PPO PLAN</b>	<b>HDHP Plan</b>
<b>Preventive Care</b>		
<b>Pediatric</b>	<b>No Copay No age or frequency schedule required</b>	<b>Covered at 100%- No deductible applies No age or frequency schedule required</b>
<b>Adult</b>	<b>No Copay No age or frequency schedule required</b>	<b>Covered at 100%- No deductible applies No age or frequency schedule required</b>
<b>Vision</b>	<b>\$0 Copay IN OR Out of network Covered one exam every year</b>	<b>Covered at 100%- No deductible applies Covered one exam every year</b>
<b>Hearing</b>	<b>\$0 Copay Covered one exam every year</b>	<b>Covered at 100%- No deductible applies Covered one exam every year</b>
<b>Mammography</b>	<b>No Copay No age or frequency schedule required</b>	<b>Covered at 100%- No deductible applies No age or frequency schedule required</b>
<b>Gynecological</b>	<b>\$0 Copay Covered one exam every year</b>	<b>Covered at 100%- No deductible applies Covered one exam every year</b>
<b>Medical Services</b>		
<b>Medical Office Visit</b>	<b>\$25 Copay</b>	<b>Covered at 100% -after deductible</b>
<b>Outpatient PT/OT/Chiro Speech Therapy</b>	<b>\$25 Copay Unlimited visit maximum per member per year</b>	<b>Covered at 100% -after deductible Unlimited visit maximum per member per year</b>

<b>BENEFIT</b>	<b>PPO PLAN</b>	<b>HDHP Plan</b>
<b>Allergy Services</b>	<b>\$25 Copay for office visits and testing No copay for injections No Maximum Limitations</b>	<b>Covered at 100% -after deductible No copay for injections No Maximum Limitations</b>
<b>Diagnostic Lab &amp; X-ray</b>	<b>Covered</b>	<b>Covered at 100% -after deductible</b>
<b>Inpatient Medical Services</b>	<b>Covered</b>	<b>Covered at 100% -after deductible</b>
<b>Surgery Fees</b>	<b>Covered</b>	<b>Covered at 100% -after deductible</b>
<b>Office Surgery</b>	<b>Covered</b>	<b>Covered at 100% -after deductible</b>
<b>Outpatient MH/SA*</b>	<b>\$25 Copay No Prior Authorization Required</b>	<b>Covered at 100% -after deductible No Prior Authorization Required</b>
<b>Emergency Care</b>		
<b>Emergency Room</b>	<b>\$75 Copay (waived if admitted)</b>	<b>Covered at 100% -after deductible</b>
<b>Urgent Care</b>	<b>\$50 Copay Any Facility (IN or Out of Network)</b>	<b>Covered at 100% -after deductible Any Facility (IN or Out of Network)</b>
<b>Ambulance</b>	<b>Covered</b>	<b>Covered at 100% -after deductible</b>

<b>BENEFIT</b>		
	<b>PPO PLAN</b>	<b>HDHP Plan</b>
<b>Inpatient Hospital</b>	<b>Note: Prior authorization required</b>	<b>Note: Prior authorization required</b>
<b>General/Medical/Surgical/Maternity (Semi-Private)</b>	<b>\$250 Copay \$750 per calendar year maximum</b>	<b>Covered at 100% -after deductible</b>
<b>Ancillary Services (Medication, Supplies)</b>	<b>Covered</b>	<b>Covered at 100% -after deductible</b>
<b>Psychiatric</b>	<b>\$250 Copay \$750 per calendar year maximum</b>	<b>Covered at 100% -after deductible</b>
<b>Substance Abuse/ Detox</b>	<b>\$250 Copay \$750 per calendar year maximum</b>	<b>Covered at 100% -after deductible</b>
<b>Rehabilitative and Skilled Nursing</b>	<b>Covered Unlimited if part of IP hospital, if in SNF part of 180 day limit per member  per calendar year</b>	<b>Covered at 100% -after deductible Unlimited if part of IP hospital, if in SNF part of 180 day limit per member  per calendar year</b>
<b>Hospice</b>	<b>Covered</b>	<b>Covered at 100% -after deductible</b>
<b>Outpatient Hospital</b>		
<b>Outpatient Surgery* Facility Charges</b>	<b>\$125 Copay</b>	<b>Covered at 100% -after deductible</b>
<b>Diagnostic Lab &amp; X-ray High Cost Diagnostic</b>	<b>Covered Prior Auth Required</b>	<b>Covered at 100% -after deductible Prior Auth Required</b>

<b>BENEFIT</b>	<b>PPO PLAN</b>	<b>HDHP Plan</b>
<b>Other Services</b>		
<b>Durable Medical Equipment*</b> <b>Limited to certain items</b>	<b>Covered</b> <b>Unlimited</b>	<b>Covered at 100% -after deductible</b> <b>Unlimited</b>
<b>Prosthetics*</b> <b>Limited to certain items</b>	<b>Covered</b> <b>(NOT combined with DME benefit )</b>	<b>Covered at 100% -after deductible</b> <b>(NOT combined with DME benefit )</b>
<b>Home Health Care*</b>	<b>Covered</b> <b>Unlimited Maximum</b>	<b>Covered at 100% -after deductible</b> <b>Unlimited Maximum</b>
<b>Prescription Drugs</b>	<b>Full Managed 3 Tier \$5GE/\$20LB/\$30NLB</b> <b>Copay</b> <b>1x mail order copay</b> <b>Unlimited Annual Maximum</b> <b>Out-of-Network Coverage Subject to High</b> <b>Deductible</b> <b>30 Day Retail/90 Day Mail Order</b>	<b>Full Managed 3 Tier \$5GE/\$20LB/\$30NLB</b> <b>Copay after deductible</b> <b>1x mail order copay</b> <b>Unlimited Annual Maximum</b> <b>Out-of-Network Coverage Subject to Deductible</b> <b>and Coinsurance</b> <b>30 Day Retail/90 Day Mail Order</b>

Updated 2/3/14



## **FULL DENTAL PLAN**

The Full Dental Plan covers diagnostic, preventive and restorative procedures necessary for adequate dental health.

### **Covered Services include:**

- \* Oral Examinations
- \* Periapical and bitewing x-rays
- \* Topical fluoride applications for members under age 19
- \* Prophylaxis, including cleaning, scaling and polishing
- \* Relining of dentures
- \* Repairs of broken removable dentures
- \* Palliative emergency treatment
- \* Routine fillings consisting of silver amalgam and tooth color materials; including stainless steel crowns (primary teeth)\*
- \* Simple extractions\*\*
- \* Endodontics – including pulpotomy, direct pulp capping and root canal therapy (including restoration)

\*Payment for an inlay, onlay or crown will equal the amount payable for a three-surface amalgam filling when the member is not covered by Dental Amendatory Rider A.

\*\*Payment for a surgical extraction or a hemisection with root removal will equal the amount payable for a simple extraction when the member is not covered by the Dental Amendatory Rider A.

### **Accessing Benefits**

Participating Dentists Benefits – When a member receives care from one of over 1,800 participating dentists, he or she simply presents his or her identification card showing dental coverage. The dentists bills us directly for all covered services.

For dental care provided by a participating dentist, we will pay the lesser of the dentist's usual charge or the usual, customary and reasonable charge as determined by us. The dentist accepts our reimbursement as full payment and may not bill the member for any additional charges.

Non-Participating Dentist Benefits – For covered dental services provided by a non-participating dentist, in or out of Connecticut, we pay the lesser of the dentist's charge or the applicable allowance for the procedure, as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

## **FLEX DENTAL PLAN**

### **How it works**

This dental plan provides coverage for a wide range of dental services up to contractual maximums listed below per insured person per calendar year for the services listed below.

### **Diagnostic & Preventive Services (Category 1)**

Payable at 100% of usual, customary and reasonable charges at participating dentists:

Initial oral exams – 1/36 months

Periodic Oral Exams – 2/year

Prophylaxis – 2/year

Topical application of fluoride – 2/yr to age 19

Space maintainers to age 19

X-rays

Emergency Treatment

### **Basic Services (Category 2)**

Payable at 80% of usual, customary and reasonable charges at participating dentists:

Fillings

Root canals

Stainless steel crowns (primary teeth)

Extractions

Oral Surgery

Repair of dentures – 1/yr

Relining of dentures – 1/ 2 yrs

Recement crown

Recement bridge

Repair bridge

### **Major Services (Category 3)**

Payable at 50% of usual, customary and reasonable charges at participating dentists:

Crowns – 1/tooth /5 yrs

Post and core – 1/tooth /5 yrs

Inlays – 1/tooth /5 yrs

Onlays – 1/tooth /5 yrs

Periodontics

Prosthodontics – 1/tooth /5 yrs

Deductible : \$ 50 Individual  
\$ 150 Family  
(three individual deductibles)

### **Additional Services (Category 4)**

Payable at 50% of usual, customary and reasonable charges at participating dentist:

Orthodontics

Maximum of \$1,000 per lifetime

*Maximum of \$2,000 shared with category 1, 2,3*

## **PRINCIPAL LIMITATIONS AND EXCLUSIONS**

Services received from a dental or medical department maintained by an employer, a mutual benefit association, labor union, trustee or other similar person or group; Services for which the member incurs no Dentists' Charge or which are services of a type ordinarily performed by a physician, or charges which would not have been made if insurance was not available; Services with respect to congenital malformations; Services, treatment or supplies furnished by or at the direction of any government, state or political subdivision; Any items not specifically listed in this Policy; Lost or stolen dentures or denture duplication; Gold foil restorations; Temporary services and appliances; such as crowns or tooth preparations and temporary fillings, crowns, bridges and dentures; Application of sealants, regardless of reason; Services as determined by the company, that are rendered in a manner contrary to normal dental practice. A complete list of exclusions appears in the Master Group Policy on file with your employer or your Certificate of Membership.

## **MEMORANDA OF AGREEMENT CLASS SIZE CRITERIA**

- A. The Executive Director within limits of the budget and resources, in consultation with the certified staff of each unit or program, will establish class sizes and caseloads based on guidelines which will include at minimum the following:
1. Severity of the student's disability;
  2. History of physical aggression;
  3. Functioning level of the students;
  4. Input from the receiving classroom teacher;
  5. Equitable distribution, which does not necessarily mean quantity of students; and
  6. Total planning and programming responsibilities of the teacher.
- B. The intentions of ACES is to contact each affected teacher when new students require placement. This memoranda of agreement, consists of information that shall not be the subject of any grievance procedure. This memoranda shall be coterminous with the current Collective Bargaining Agreement.

## **GOVERNING BOARD POLICY TEACHER FACILITIES**

- A. The Board and the Association agree that each program shall provide the following:
1. Space in which teachers may safely store instructional material and supplies;
  2. A ventilated teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
  3. Well-lighted and clean teacher rest-rooms;
  4. An adult desk and chair for the teacher in each program;
  5. Individual mail boxes for each teacher;
  6. An appropriately furnished room which shall include a telephone, to be used as a faculty lounge; and
  7. A system whereby teachers can effectively and expeditiously communicate with the program office in the event of an emergency.
- B. Inclusion of this language as a policy. Placed in the contract. Grievances on this matter shall be resolved only to the Governing Board level.

<b>ACES EDUCATION ASSOCIATION PROGRAM MATRIX</b>		<i>Special Education Programs</i>	<i>Wintergreen Interdistrict Magnet School</i>	<i>Thomas Edison Magnet School</i>	<i>Collaborative Programs in LEA's</i>	<i>PDSI</i>	<i>ECA Certified Staff</i>
<u>Article IV Teaching Conditions</u>	<b>A. Teacher Work Day (Section 2)</b>	8:00 AM to 3:15 PM (7 ¼ Hours)	8:00 AM to 3:30 PM (7 ½ Hours)	8:00 AM to 3:15 PM (7 ¼ Hours)	7 ¼ Hours on site	8:00 AM to 4:30 PM	9:30 AM to 4:30 PM (ACES reserves the right to shift the schedule later by 30 minutes with notice to the Association)
<u>Article IV Teaching Conditions</u>	<b>B. Planning/Preparation Periods</b>	(1) 30 Minute Period	(2) 40 Minute Periods	(2) 40 Minute Periods	(1) 30 Minute Period	N/A	N/A
<u>Article IV Teaching Conditions</u>	<b>C. Duty Free Lunch</b>	20 Minutes	20 Minutes	20 Minutes	20 Minutes	20 Minutes	20 Minutes
<u>Article IV Teaching Conditions</u>	<b>D. Parent Conferences</b>	(2) Fall (2) Spring  3:00 to 6:00 pm. 5:00 to 8:30 pm. (Evening conferences to be scheduled for three hours only with notification at the beginning of the year.)	(3) Fall (2) Winter (3) Spring  3:00 to 6:00 pm. 5:00 to 8:30 pm. (Evening conferences to be scheduled for three hours only with notification at the beginning of the year.)	(2) Fall (2) Spring  3:00 to 6:00 pm. 5:00 to 8:30 pm. (Evening conferences to be scheduled for three hours only with notification at the beginning of the year.)	<i>Will follow LEA Parent Conference Schedule</i>	N/A	(2) Fall (2) Spring  3:00 to 6:00 pm. 5:00 to 8:30 pm. (Evening conferences to be scheduled for three hours only with notification at the beginning of the year.)
<u>Article V Employment Year</u>		186 Days <i>ACES Calendar</i>	Not to exceed 205 Days (Currently 195 days)	186 Days <i>ACES Calendar</i>	185 to 187 Days <i>LEA Calendar (paid accordingly)</i>	207 Days 13 unpaid holidays 40 unpaid vacation days	155 Days (See Article V. D.2)
<u>Article XI Leaves of Absence</u>	<b>A. Sick Leave</b>	15 days except 16.5 for EIBI and SAILS	16.5 days	15 days	15 days	16.5 days	15 days