

**AGREEMENT**  
**BETWEEN THE**  
**COLEBROOK BOARD OF EDUCATION**  
**AND THE**  
**COLEBROOK TEACHERS' ASSOCIATION**  
**FOR THE PERIOD**  
**JULY 1, 2015 – JUNE 30, 2017**

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**PROFESSIONAL AGREEMENT**  
**between the**  
**COLEBROOK BOARD OF EDUCATION**  
**and the**  
**COLEBROOK TEACHERS' ASSOCIATION**

**THIS AGREEMENT IS MADE AND ENTERED INTO** on this \_\_\_\_ day of September, 2014 and between the Colebrook Board of Education (hereinafter referred to as the "Board") and the Colebrook Teachers' Association (hereinafter referred to as the "Association"), affiliated with the Connecticut Education Association and the National Education Association.

**ARTICLE I**  
**PREAMBLE**

- A. This Agreement is negotiated under section 10-153b through 10-153f of the General Statutes of the State of Connecticut, as amended, in order (a) to fix for its term the salaries and all the other conditions of employment provided herein, and (b) to encourage and abet effective and harmonious working relationships between the Board and the professional staff in order that the cause of public education may be best served.
- B. The Board and the Association recognize the importance of responsible participation by the entire professional staff in the education process, planning, development and growth. To this end they agree to maintain communication to inform about programs, to guide in development and to assist in planning and growth either by committee, individual consultation or designated representatives.

The Board solicits recommendations from professional groups and individuals through established procedures as it adapts to the growth and development of Colebrook's educational program.

- C. This Agreement shall constitute the policy of the Board and the Association in the subject area covered by the Agreement for the duration of the Agreement unless changed by the mutual consent of both parties. Such mutually consented change shall be in writing and in accordance with the consultation procedure provided herein. Previously adopted policies, rules or regulations in conflict with this Agreement are superseded by this Agreement.

**ARTICLE II**  
**RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive representative, as defined in sections 10-153b through 10-153f of the Connecticut General Statutes as amended, for the entire group of certified professional employees of the Board below the rank of Superintendent and not employed in a position requiring an intermediate administrator or

supervisor certificate, or the equivalent thereof, and conducting administrative or supervisory duties for at least fifty percent of his/her assigned time, including employees holding a durational shortage area permit, and excluding temporary substitutes.

- B. Unless otherwise indicated, the term “teacher” when used hereinafter in this Agreement shall refer to all employees in the above unit.
- C. 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 the public schools in the Town of Colebrook in all its aspects, including, but not limited to, the following: To maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of Colebrook to give the children of Colebrook as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of building, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school, to employ, assign and transfer teachers; to suspend or dismiss the teachers of the schools in the manner provided by Statute or Professional Agreement; to make such provisions as will enable each child of school age residing in the town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to approve rules for the management, studies, classification and discipline for the public schools; to approve the school calendar, the length of the school day and the number of days in the school year; to approve the textbooks to be used; and to approve library books selected therefore; to encourage experimentation using new methods and technological developments as they are reported, and to approve which ones are to be incorporated into Colebrook’s program; to approve plans for school building; and to prepare and submit budgets to the Board of Finance and Town Meeting and, in its sole discretion, expend monies appropriated by the town for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable.

In all areas of administrative responsibility directly designated or implied, the Superintendent and/or the Principal shall have the decision-making authority associated with the responsibility. In case of conflict in this area, the grievance procedure as outlined in Article III will apply. The judgment made by the Superintendent and/or the Principal shall prevail until such time as the conflict is resolved.

### **ARTICLE III GRIEVANCE PROCEDURE**

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of teachers. Both parties agree that the proceedings shall be kept confidential until a solution is mutually agreed upon or a resolution has been finalized.

B. Definitions

1. "Grievance" shall mean a claim based upon an event or condition which affects the conditions of employment of a teacher or group of teachers and arises from an alleged breach of the specific language of this Agreement.
2. "Teacher" shall mean any certified professional employee below the rank of superintendent and not employed in a position requiring an intermediate administrator or supervisor certificate, or the equivalent thereof, and conducting administrative or supervisory duties for at least fifty percent of his/her assigned time, and may include a group of teachers similarly affected by a grievance, except that teachers employed under a durational shortage area permit cannot utilize the grievance procedure in cases of termination, layoff and recall.
3. "Party in interest" shall mean the person or persons making the claim, including their designated representative as provided for herein and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
4. "Days" shall mean days when school is in session.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, may be extended by written agreement of the parties in interest.
2. If a teacher does not file a grievance in writing within twenty (20) days of the act or conditions on which the grievance is based, or within ten (10) days of the completion of the Informal Procedures then the grievance shall be considered to have been waived.
3. Failure by the aggrieved teacher at any level to appeal a grievance to the next level within the time limits often (10) days, shall be deemed to be acceptance of the decision rendered at that level.

D. Informal Procedures

1. If a teacher feels that she/he may have a grievance, she/he may first discuss the matter with his/her Principal in an effort to resolve the problem informally.
2. If the teacher is not satisfied with such disposition of the matter, she/he shall have the right to have the Association assist him/her in further efforts to resolve the problem informally with the Principal.

E. Formal Procedure

1. Level One - SCHOOL PRINCIPAL

- a) If an aggrieved teacher is not satisfied with the outcome of Informal Procedures, he/she must present his/her claim as a written grievance to the Principal within ten (10) days of the completion of the Informal Procedure.

If an aggrieved teacher has not elected to utilize the Informal Procedure, he/she must present his/her claim as a written grievance within twenty (20) days of the act or condition on which the grievance is based.

Failure to file such formal grievance within the stated time period shall waive the grievance.

- b) The Principal shall, within ten (10) days after receipt of the written grievance meet with the aggrieved teacher for the purpose of discussing the grievance. Within five (5) days of the meeting with the teacher, the Principal shall render his/her decision and the reasons therefore in writing, to the aggrieved teacher, with a copy to the Association and the Board.

2. Level Two - SUPERINTENDENT OF SCHOOLS

- a) If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level One, she/he may, within five (5) days after receipt of the Principal's decision, file his/her written grievance with the Association for referral to the Superintendent of Schools.
- b) The Association shall, within five (5) days after receipt, refer the grievance to the Superintendent, but prior to so doing, the Association shall provide an opportunity for the aggrieved teacher to meet with the appropriate Association committee to review the grievance.
- c) The Superintendent shall, within ten (10) days after receipt of the referral, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance. A full and accurate record of such hearing shall be kept by the Superintendent and made available to the Association and the Board.
- d) The Superintendent shall, within five (5) days after the hearing, render his/her decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association and the Board.

3. Level Three - BOARD OF EDUCATION

- a) If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two, she/he may, within five (5) days after the date of the Superintendent's written decision, file the grievance again with the Association for appeal to the Board of Education.
- b) The Association shall, within five (5) days after receipt, refer the appeal to the Board of Education.
- c) The Board of Education shall, within ten (10) days after receipt of the appeal, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance.
- d) The Board shall, within five (5) days after such meeting, render its decision and the reasons therefore, in writing, to the aggrieved teacher, with a copy to the Association and the Board.

4. Level Four – ARBITRATION

- a) If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Three, she/he may, within five (5) days after the receipt of the Board's written decision, request in writing to the President of the Association that his/her grievance be submitted to arbitration.
- b) The Association may, within five (5) days after the receipt of such request, submit the grievance to arbitration by so notifying the Board in writing.
- c) Once a request for arbitration has been filed/submitted, the arbitration process shall proceed pursuant to the Voluntary Labor Arbitration Rules as established by the American Arbitration Association (AAA) or the rules of another mutually agreed upon dispute resolution agency.
- d) The arbitrator shall render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning and conclusions on the issues submitted not later than 20 days from the date the final statements and proofs are submitted to the arbitrator. The decision of the arbitrator shall be final and binding upon all parties in interest.
- e) The costs of the services of the arbitrator shall be borne equally by the Board and the Association.



F. Rights of Teachers to Representation

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.
2. The Association may, if it so desires, call upon the professional services of the Connecticut Education Association, for consultation and assistance at any stage of the procedure. Any expense so made will be from the Association.

G. Miscellaneous

1. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
2. Forms for filing and processing grievances, and other necessary documents, shall be prepared by the Superintendent, with the approval of the Association, and made available through the Association so as to facilitate operation of the grievance procedure.

**ARTICLE IV  
CONTRACTS**

A. The Board agrees to provide each teacher with annual notice, for informational purposes only, of the following:

1. Number of sick days available
2. Teaching assignment
3. Salary Schedule step
4. Annual salary
5. Insurance costs

For extra pay positions, the Board of Education shall notify teachers of their stipends subsequent to official Board of Education authorization.

B. The Board shall provide each teacher with a copy of this Agreement or any successor agreement. The Board shall place a copy of its written policies in the office of the principal in the school where such policies shall be available for review by teachers and shall provide a copy of such policies to the President of the Association.

## **ARTICLE V PERSONAL DAYS**

- A. All teachers shall be entitled to the following leave of absence with full pay:
1. Five (5) days per year for personal business leave, non-cumulative, with the approval of the School Principal, for personal business that cannot be transacted outside of school hours, for example, care of ill members of the immediate family, attendance at the graduation exercise or travel to a graduation of self or an immediate family member, marriage of self or a member of the immediate family, and compulsory legal matters and doctor's appointments that could not be scheduled outside of work hours. Application for leave in the provisions above shall be made, with reasons stated, to the Principal five (5) days before taking such leave (except in the case of emergencies). The Principal shall grant such leave unless he/she determines that the leave is not being requested for personal business that cannot be transacted outside of school hours or that such leave would cause extreme hardship or disability to the school system.
  2. Up to three (3) days per incident for death in the immediate family. Immediate family shall be defined as the teacher's spouse or domestic partner, and the teacher's or spouse's father, mother, brother, sister, child, grandchild, grandparents or a member of the teacher's household. A teacher may request and the Superintendent may, in the Superintendent's sole discretion, grant additional days of bereavement leave or grant leave for persons who are not in the teacher's immediate family, if the Superintendent determines that extenuating circumstances support the granting of such leave.
- B. Leaves taken pursuant to the above provisions shall be in addition to any sick leave to which the teacher is entitled.
- C. For leave of absence other than those covered by any portion of this Agreement, the rate of deduction shall be the teacher's current per diem rate.
- D. In order to prevent disorganization of classes and abuse of the privilege of a day for personal leave, the privilege of a day for personal leave does not apply on the last day before a holiday or school vacation or on the first day of school after a holiday or school vacation, unless the Superintendent determines that extenuating circumstances support the granting of such leave.

## **ARTICLE VI LEAVES**

- A. General Leave. Extended leaves, with or without salary, may be granted at the discretion of the Board. Upon return from such leave, if the teacher was working at the school for 50% or more of the previous year, the teacher shall be advanced to the next step of the salary schedule.

B. Educational Development Leave

1. The Board may grant Educational Development Leaves as follows:
  - a. For a specified period of time which may be less than a semester, but not more than a year.
  - b. For the purpose of developing the professional competence of the teacher and enhancing instruction in the Colebrook Public School System.
  - c. Only to teachers who have completed their seventh (7<sup>th</sup>) year in the system.
  - d. The Board shall have the right to limit the number of leaves granted during the course of any particular school year.
  - e. The Board shall develop a format for applying for such Educational Development Leave, which shall include, but is not limited to: reasons for leave, duration of leave, application of leave and the professional responsibilities resulting from same, and the expectations and commitment upon return from such leave.
2. While on such leave, the teacher shall receive the difference between his/her current salary and the total cost of substitute coverage for his/her assignment.
3. The period of leave shall not count as regular service for the purpose of accumulated sick leave but any sick leave accumulated prior to the Educational Development Leave shall remain in effect upon the return of the teacher.
4. The time period of an educational development leave shall not be deemed a break in service.
5. A teacher, upon completion of an Educational Development Leave, shall be assigned to a comparable position in the system.
6. A teacher, in accepting Educational Development Leave, shall agree to return after the expiration of the leave to the service of the Board of Education for a minimum of one year or for a period of time as determined by the Board. If the teacher does not return to the service of the Board for the required time, he/she shall repay a prorata amount of his/her salary which was paid during such leave.
7. During the period of any Educational Development Leave the Board shall continue to provide insurance in accordance with Article XVIII of this agreement.

## **ARTICLE VII GENERAL PROVISIONS**

- A. There shall be no reprisals of any kind taken against any teacher by reason of his/her membership in a professional organization or participation in its activities.
- B. All provisions of this Agreement shall apply equally to all teachers without discrimination in regard to age, sex, race, creed, color, religion, nationality or marital status.
- C. Although the teachers have the rights to live outside the town, such residence shall not be claimed as a reason for not participating in activities in the school.

## **ARTICLE VIII STAFF SALARIES**

- A. The salaries of all teachers covered by this Agreement are set forth in Appendix A, which is attached hereto and made a part of this Agreement.
- B. If a tenured teacher does not meet the expectations of the Colebrook Board of Education as found in the Professional Evaluation Plan and Professional Development Program, as may be amended from time to time, and after a minimum of one (1) year on the “Assistance Level”, the Board shall have the right to deny movement to the next step of the salary schedule for a teacher within the salary schedule or the general wage increase for a teacher on the maximum step.
  - 1. Such withholding of wages shall be determined only after written notice to the affected teacher that the action is under consideration by the Superintendent, and the reasons therefore.
  - 2. Upon return to Level III of the Evaluation Plan, the teacher shall be returned to the salary level to which he/she would be on had regular movement on the schedule not been interrupted.
- C. Each teacher shall have his/her entire paycheck directly deposited in the financial institution of his/her choice.
- D. Teachers shall receive their annual salary in 26 equal increments. The final paycheck of the school year, a “balloon check”, shall consist of five (5) such increments and shall be distributed to the teachers on the last teacher work day of the school year.

## **ARTICLE IX LONGEVITY**

After ten years of cumulative service as a certified teacher in Colebrook Consolidated School, a teacher hired prior to July 1, 1995 shall receive a fixed longevity payment of \$1,220 for MA degree, \$1,259 for MA+15 degree, and \$2,234 for 6th year.

## **ARTICLE X TEACHER/STUDENT DAYS**

- A. The student instructional day shall be 6:45. The teacher work week shall consist of a minimum of thirty-six (36) hours for a week in which school is in session for five (5) days.
- B. For the duration of this contract the teacher school year shall be one hundred eighty six (186) days. The student school year shall be one hundred eighty two (182) days.
- C. If in the future the Board increases the student instructional time within the normal workday beyond that in effect during 2004-05, the Board shall negotiate over the impact, if any, of such change. Additionally, if in the future the Board increases the number of school days for students or the teacher work year beyond that as set forth in this agreement, the Board shall negotiate over the impact, if any, of such change. Such negotiations will be subject to the provisions of Section 10-153f of the Connecticut General Statutes concerning "midstream" negotiations and will be subject to mediation and arbitration if necessary.

## **ARTICLE XI DEGREE DEFINITIONS**

The salary schedules shall be interpreted and applied in accordance with the following definitions:

- BACHELOR: A baccalaureate degree earned at an accredited college or university
- BACHELOR + 15: A baccalaureate degree plus the completion of 15 credits toward a master's degree program approved by an accredited college or university and the Superintendent.
- MASTER: A master's degree earned at an accredited college or university; or the completion of thirty (30) credits beyond the baccalaureate degree in a program approved by an accredited college or university and the Superintendent.
- MASTER +15: A master's degree plus the completion of fifteen (15) credits beyond the master's degree in a program approved by an accredited college or university and the Superintendent.

SIXTH YEAR: A Superintendent approved second master's degree in a discipline other than the discipline in which the initial master's degree was attained; or the completion of thirty (30) credits beyond the Master's Degree in a program approved by an accredited college or university and the Superintendent; or a "Sixth Year Certificate" in a program approved by an accredited college or university, and the Superintendent.

## **ARTICLE XII PLACEMENT ON THE SALARY SCHEDULE**

All teachers shall be placed on the appropriate step on the Salary schedule (Appendix A). By February 1, all teachers expecting to meet the requirements for lane advancement on the salary schedule prior to the next school year shall notify the Superintendent in writing. Upon submission of the proper transcripts, the teacher shall be advanced as of the first day of school.

## **ARTICLE XIII CONFERENCE LEAVE**

Subject to the approval of the Board:

- A. When it is evident that convention or conference attendance or the observation of an activity in another school building or school system will contribute to the effectiveness of the instruction program, the Superintendent may grant convention or conference leaves, or permission to observe an activity in another school building or school system to teachers without loss of pay.
- B. The Board agrees to reimburse all teachers attending an approved convention or conference, or observing activities in another school system. This reimbursement will cover expenses for travel, lodging, meals and all conference and activity fees.

## **ARTICLE XIV MATERNITY LEAVE**

- A. A teacher who becomes sick or disabled due to pregnancy or childbirth, shall, have her accumulated sick leave available to her. Any teacher who becomes pregnant shall so notify the Superintendent, or his/her designee, at least one (1) month prior to the expected date of commencement of said sick leave. When there is a reason to believe that she may have become unable to perform her duties, she shall provide a doctor's certificate indicating her continued fitness for work. Leave shall begin when, in the opinion of her doctor, she is no longer physically able to work and said leave shall expire when, in the opinion of her doctor, she is physically able to return to work. Except in the case of

medical difficulties, sick leave is not normally expected to continue for more than six (6) weeks after delivery. Upon her return, the teacher shall be assigned to her former or an equivalent position.

- B. Section A of this Article and the following Article XVII shall not be construed to limit any provisions of the Family and Medical Leave Act.

## **ARTICLE XV CHILD REARING LEAVE**

Teachers, after the birth or adoption of a child, or mental or chronic illness of a child, may apply for extended leave of absence, without pay or benefits, except as provided for in Section B below, for purposes of child rearing in accordance with the following provisions:

- A. Such application must be submitted to the Superintendent, in writing, at least one (1) month prior to commencement of “child rearing leave,” or as soon as possible if an emergency arises.
- B. The Board shall continue to pay for health insurance benefits for the first six (6) weeks of child rearing leave. Teachers who are granted child rearing leave for longer than six weeks shall have the opportunity to continue their insurance coverage at their own expense for the duration of the leave.
- C. The duration of child rearing leave shall be mutually determined by the Superintendent and the teacher, taking into consideration the duties of the teacher and the educational interests of the school system, but in no event shall such leave extend beyond the school year in which the leave commenced.
- D. Upon reinstatement, the teacher shall be placed in the same position or a substantially equivalent position, and shall be entitled to resume all benefits subject to the terms of the insurance carriers.

## **ARTICLE XVI INSURANCE**

- A. Medical Insurance: For a full-time teacher working fifty percent (50%) or more, the Board will offer two medical plan options from which the employee may select. Option One will be referred to as the HDHP Plan and Option Two will be referred to as “Traditional PPO Plan.” The teacher contribution for either plan will be the agreed upon percentage for each year of the contract as indicated below.

1. Option One - HDHP Plan (High Deductible Health Plan) that is compatible with an Health Savings Account (HSA) with: \$2000/\$4000 deductible. 100% in network after deductible and 80% out-of-network after deductible.
  - (a) Effective July 1, 2015, teachers who enroll in the HDHP will contribute 16% of the premium cost for the plan and the Board will pay 84% of such cost.
  - (b) Effective July 1, 2016, teachers who enroll in the HDHP will contribute 16% of the premium cost for the plan and the Board will pay 84% of such cost.
  - (c) Effective July 1, 2015, the Board will contribute 50% of the HDHP deductible for each teacher enrolled in the plan.
  - (d) Effective July 1, 2016, the Board will contribute 50% of the HDHP deductible for each teacher enrolled in the plan.
  - (e) The Board's contribution will be deposited in the teacher's HSA as per the following: 50% on July 15; 10% on the first business day of the following months Sept., Oct., Nov., Dec., Jan. The Superintendent or designee may modify the Board's contribution deposit schedule on an individual teacher basis when extenuating circumstances support a modification.
2. Option Two - Traditional PPO plan with co-pays. In-network - \$20 office visit co-pay; \$100 ER co-pay; \$50 urgent care co-pay; \$500 in-patient hospital/mental health co-pay; \$200 out-patient surgery co-pay. Out-of-network - \$200/\$400/\$500 deductible, 80%/20% co-insurance.

Prescriptions – Full Managed 3 Tier Rx Drug Benefit: \$10/\$20/\$30 co-pay with an unlimited calendar year maximum, mail order 2x co-payments.

  - (a) Effective July 1, 2015, teachers who enroll in the Traditional PPO will contribute 20% of the premium cost for the plan and the Board will pay 80% of such cost.
  - (b) Effective July 1, 2016, teachers who enroll in the Traditional PPO will contribute 20% of the premium cost for the plan and the Board will pay 80% of such cost.
3. For a part-time teacher working less than fifty percent (50%), the Board will pay a pro rata amount equal to the percentage of time the person is employed at the Colebrook School.
4. Eligible teachers shall notify the Board before March 1<sup>st</sup> regarding their chosen medical plan for the following year.



- B. Life insurance coverage equal to the annual salary of each teacher.
- C. Teachers are eligible to elect coverage under the Blue Cross/Blue Shield Dental Plan F with Riders A and C for individual and family members.
  - 1. For teachers enrolled in the HDHP, effective July 1, 2015 and July 1, 2016, teachers will pay 16% of the dental plan premiums and the Board will pay 84% of such premiums. For teachers enrolled in the Traditional PPO plan, effective July 1, 2015 and July 1, 2016 teachers will pay 20% of the dental plan premium and the Board will pay 80%.
- D. Notwithstanding anything in this Agreement to the contrary, the Board specifically reserves the right to change insurance carriers or plans, or to partially self insure, or to combine the teachers with other individuals covered by an insurance carrier so long as the new insurance coverage provides an overall level of benefits that remains substantially equivalent to the current insurance coverage, when viewed in total.

At least sixty (60) days prior to changing insurance carriers, the Board or its designee shall notify the Association in writing. Upon request, the parties shall meet to discuss the proposed change. Should the Association and the Board disagree that the changes proposed would provide equivalent coverage, when viewed in total, the disagreement shall be subject to impartial arbitration before a mutually agreeable member of the American Arbitration Association.
- E. The Board shall offer both a Long Term Disability plan and a Long Term Care plan in which the teachers may participate at their own expense.

## **ARTICLE XVII TUITION COVERAGE**

The Board will create a fund equal to \$5000 per year for tuition reimbursement.

- 1. Teachers who have completed courses at any accredited college or university, including online institutions during the current school year, including the previous summer may apply for tuition reimbursement from the fund provided the teacher is in the employment of the Colebrook School and remains in the employment of the school for at least one additional year.
- 2. Such application must be made by June 15<sup>th</sup> of each year.
- 3. The fund shall reimburse teachers for each credit hour in an equal amount obtained by dividing the \$5000 by the total number of credit hours for which application was made.
- 4. No teacher shall be reimbursed more money than the actual cost of the credit hour.

5. The reimbursement shall be paid to the teacher during the month of September immediately following the school year in which the courses were taken, provided the teacher is under contract.
6. A “B” mark or better must be obtained by the teacher to be eligible for this allowance.
7. No courses may be taken at any time which interferes with the normal Colebrook School duties of the teacher.
8. Teachers must apply to the Superintendent prior to January 31 for approval of courses.
9. A prorated amount shall be paid to part-time teachers working less than fifty percent (50%).

### **ARTICLE XVIII SICK LEAVE**

- A. Each teacher shall be granted fifteen (15) sick leave days per year.
- B. Unused sick leave days will accumulate from year to year up to a maximum of one hundred eighty (180) days.
- C. The Board, to the best of its accounting ability, will inform the teacher of his/her number of sick leave days prior to the start of school each year.
- D. Upon retirement with the State Teacher’s Retirement Board, the Board of Education will remit to the teacher fifty percent (50%) of the current short-term substitute rate for up to ninety (90) sick leave days remaining in his/her accumulated account.
- E. Up to fifteen (15) days per year of sick leave may be used for serious illness in the teacher’s immediate family. For the purposes of this article, immediate family is defined as the teacher’s spouse or domestic partner, father, mother or child.
- F. Sick Leave Bank
  1. A Sick Leave Bank (the “Bank”) shall be established and administered by the Board. The purpose of such Bank shall be to assist teachers as defined by the contract, who under extreme circumstances may need financial assistance due to prolonged absence caused by a medically disabling condition.
  2. Each teacher shall be all owed to contribute an unlimited number of days from their individual sick leave accumulated account to the Sick Leave Bank. Such contribution shall then be deducted from the teacher’s maximum allowable accumulation account. For example: The maximum allowable accumulation of sick leave is 180 days. If a teacher chooses to contribute twenty (20) days to the Bank, her/his maximum allowable accumulation is permanently reduced by twenty (20) to 160 days.

3. Each teacher will continue to be granted fifteen (15) sick days annually. The accrued amount of days will be calculated and the maximum allowable accumulation amount determined prior to the beginning of each school year.
4. The number of days contributed to and accumulated in the Bank may not exceed one hundred eighty (180) at any given time.
5. A teacher may be permitted to request Bank time as follows:
  - a. S/he has been absent due to serious illness, medically necessary surgery or a disabling accident and has exhausted her/his sick leave accumulated account.
  - b. S/he shall submit a written request for a withdrawal from the Bank, with appropriate medical verification of the condition, to the Board. The Board may grant the Bank days requested, not to exceed ninety (90) days in any teacher's career in Colebrook Public Schools.
  - c. A teacher withdrawing days from the Bank shall not be required to replace the days, except as a contributing member of the Bank.
  - d. Provided the above criteria is met by the applicant and provided sufficient days are in the Bank, the teacher's request shall be granted.

## **ARTICLE XIX REDUCTION IN FORCE**

### **A. Reasons for Elimination of Certified Staff Positions**

In the event that the number of teachers employed by the Board must be reduced, due to a decline in enrollment, lack of funds, elimination or reduction of a special program, or other reasons, the procedures outlined below will be followed.

### **B. Procedure**

1. Prior to commencing action to terminate teacher contracts under this procedure, the Board of Education will first consider its ability to effectuate position elimination and/or reduction in staff by:
  - a) Voluntary retirements
  - b) Voluntary resignation
  - c) Transfer of existing staff members
  - d) Voluntary leaves of absence

2. If a teacher has attained tenure status, his/her contract of employment may be terminated if his/her position is eliminated, but only if there is no other position for which that teacher is certified and qualified available in the school system. This shall include first preference with regard to positions that are held by non-tenured teachers, in addition to positions that are open and available. Determination of those to be released shall be in the following order:
  - a) Teachers holding temporary emergency permits
  - b) Non-tenured teachers holding provisional certification
  - c) Non-tenured teachers holding professional certification
  - d) Tenured teachers holding provisional certification
  - e) Tenured teachers holding professional certification.
3. 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 Section 2.
  - a) Areas of certification
  - b) Total years of teaching in Colebrook School system
  - c) Needs of the system

C. Recall Procedure

1. The name of any teacher whose services have been terminated because of the elimination of a position or a reduction in professional staff shall be placed upon a reappointment list and remain on such list for two (2) years. If such teacher refuses reappointment, this teacher shall be deemed to have removed his/her name from the reappointment list and have waived any rights under this clause.
2. If a position becomes open during such two (2) year period, and the teacher has been selected by the Board of Education as the most qualified to hold that position, then the teacher will be notified in writing, sent to his/her last known address at least thirty (30) days prior to the anticipated date of reemployment. In determining whether a teacher is qualified for reappointment, the Board of Education shall consider the criteria as set forth in Section B, above. The teacher shall accept or reject appointment in writing within ten (10) days. If the appointment is accepted, the teacher shall receive a written contract within thirty (30) days prior to the effective date of reemployment, where possible.
3. No new teacher shall be hired in a subject area or grade level before all laid-off teachers that are on the reappointment list from that subject area or grade level who are qualified and who possess the necessary certification are recalled or decline the opening.

4. This section shall not apply to individuals employed with a durational shortage area permit only. Such individuals have no contractual rights in reference to recall.

## **ARTICLE XX AMENDMENT**

This Agreement shall not be altered, amended or changed except in writing signed by both the Board and the Association, which amendment shall be appended hereto and become a part thereof.

## **ARTICLE XXI SEVERABILITY**

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

## **ARTICLE XXII JUST CAUSE**

No teacher shall be disciplined, without just cause. This provision shall not apply to the termination of a teacher holding a durational shortage area permit.

## **ARTICLE XXIII VACANCIES**

Vacancies as used in this section shall mean non-promotional positions which are open as a result of death, retirement, discharge, resignation or by the creation of a new position, and they shall be filled pursuant to the following procedures:

- A. The existence of teaching vacancies shall be adequately publicized within the school (by posting or otherwise) as far in advance of the date of filling such vacancy as possible (at least 30 days in advance and in no event less than two weeks in advance). Where need to fill a vacancy arises during the summer months, notification shall be by mail.
- B. Teachers who desire to apply for such vacancies shall file their applications in writing with the Superintendent and/or the Principal within the time limit specified in the notice.

**ARTICLE XXIV  
PERSONNEL FILES**

- A. Each teacher shall have the right, upon request, to review the contents of his or her own personnel file. A representative of the Association may, at the request of the teacher, accompany the teacher in this review.
- B. Any complaints by a parent, student or anyone else, directed toward a teacher and deemed serious enough to become a matter of formal record shall be promptly called to the teacher's attention. No material shall be placed in a teacher's file prior to the teacher being notified of such intent. The teacher shall have the right to submit a written answer to such material and said answer shall be attached to the file copy. No anonymous material of any kind shall be placed in a teacher's personnel file.

**ARTICLE XXV  
ADDITIONAL STIPENDS**

Head Teacher	\$1,500
Computer Technician (Includes summer work)	\$2,850
TEAM Mentor	\$300 per year or the amount of the CSDE stipend whichever is higher.
Overnight Field Trips	\$75 per night
Summer Curriculum Work*	\$25/hour

\*For work approved by the Superintendent

The above stipends shall be paid in two equal installments – the first on the pay date nearest the midpoint of the school year and the second on the last teacher work day of the school year.

**ARTICLE XXVI  
EVALUATION REPORTS**

Any allegation that the Administration has violated a procedure contained within the District's teacher evaluation plan may be filed as a grievance pursuant to Article IV of this Agreement. All such grievances shall be in writing and filed in accordance with Article IV, except that, for this specific article of the agreement, "days" shall be defined as calendar days. Further, if the grievance is carried to arbitration, the parties will expedite the process by mutually selecting an arbitrator and agreeing that hearings will be

held within a timeline allowing that the decision of the arbitrator will be rendered within thirty (30) days of the advancement of the grievance to this level. Nothing herein shall be interpreted to provide a right to any teacher, or the Association, to file a grievance regarding the contents, merits, or any aspect of any teacher's evaluation except for procedural violations.

## **ARTICLE XXVII**

The provisions of this Agreement shall be effective as of July 1, 2015 and shall continue and remain in full force and effect to and including, June 30, 2017.

### **SIGNATURE BLOCK**

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

COLEBROOK TEACHERS'  
ASSOCIATION

COLEBROOK BOARD OF  
EDUCATION

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX A**

**SALARY SCHEDULE**

**2015 - 2016**

	BA	BA+15	MA	MA+15	6th YR
Step					
1	\$41,237	\$43,248	\$45,263	\$47,277	\$49,292
2	\$44,026	\$46,068	\$48,240	\$50,292	\$52,339
3	\$46,817	\$48,890	\$51,220	\$53,303	\$55,387
4	\$49,609	\$51,713	\$54,202	\$56,316	\$58,437
5	\$52,399	\$54,534	\$57,181	\$59,328	\$61,487
6	\$55,189	\$57,354	\$60,161	\$62,340	\$64,535
7	\$57,979	\$60,176	\$63,140	\$65,355	\$67,585
8	\$60,770	\$62,998	\$66,118	\$68,369	\$70,634
9	\$63,559	\$65,817	\$69,099	\$71,381	\$73,682
10	\$66,351	\$68,639	\$72,079	\$74,394	\$76,733
11			\$75,057	\$77,406	\$79,782
12			\$78,036	\$80,420	\$82,829
13			\$81,015	\$83,433	\$85,880
14			\$82,515	\$84,933	\$87,380

All teachers on step shall advance to the next appropriate step on the salary schedule.



**APPENDIX A**

**SALARY SCHEDULE**

**2016 - 2017**

	BA	BA+15	MA	MA+15	6th YR
Step					
1	\$41,237	\$43,248	\$45,263	\$47,277	\$49,292
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13			\$81,015	\$83,433	\$85,880
14			\$82,515	\$84,933	\$87,380
15			\$84,015	\$86,433	\$88,880

All teachers on step shall advance to the next appropriate step on the salary schedule.

## **APPENDIX B HOLDOVER**

“In the event the Board and the Association fail to secure a successor agreement prior to the termination of this Agreement, this Agreement shall remain in full force for a period not to extend beyond the date of the execution of a successor agreement.”

## **APPENDIX C**

### **PAYROLL DEDUCTIONS**

- A. In addition to those payroll deductions required by law, the Board agrees to provide the opportunity for additional payroll deductions including but not limited to union dues, credit union, insurance benefits and tax-sheltered annuities. The Board and the Association will annually review and mutually agree upon the list of annuity plans. All requests for deductions must be in writing on approved authorization forms.

B. Conditions of Employment

All teachers employed by the Board shall, 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 portion of Association dues uniformly required of member to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.

1. Dues Deductions and Service Fee Deductions

The Board agrees to deduct from each teacher an amount equal to the Association membership dues or service fee 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 the deduction for service fee from each paycheck shall be equal to the total service fee divided by the number of paychecks from and including the first paycheck in January 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. The amount of service fee shall be certified by the Association to the Board prior to January first of each school year.

2. 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.

3. Forwarding 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 for whom such deductions were made.

4. 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 covered by this agreement. The Board shall notify the Association monthly of any changes in said list.

5. Reference to Association

The singular reference to the Association herein shall be interpreted as referring to the Colebrook Teachers Association, the Connecticut Education Association and the National Education Association.

D. Save Harmless

The Association shall indemnify and save the Board and/or town harmless against 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 article.

