

COLLECTIVE BARGAINING AGREEMENT

between the

**COOPERATIVE EDUCATIONAL SERVICES
REPRESENTATIVE COUNCIL**

and the

**COOPERATIVE EDUCATIONAL SERVICES
EDUCATION ASSOCIATION**

July 1, 2013

To

June 30, 2016

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ARTICLE I

RECOGNITION AND OBLIGATIONS OF THE PARTIES

1. The Representative Council of Cooperative Educational Services hereby recognizes the 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 17, 1991, and of employees holding durational shortage area permits.
2. It is recognized that the Representative Council has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility, and prerogative to direct the operation of C.E.S. in all its aspects, including but not limited to the following:
 - 2.1. To create, abolish or maintain programs and other educational activities as, in its judgment, will best serve the interest of C.E.S.;
 - 2.2. To decide the need and type of facilities;
 - 2.3. To determine the care, maintenance, and operation of facilities with buildings, lands, apparatus and other property in its control;
 - 2.4. To employ, assign, and to prescribe and enforce rules and regulations for the maintenance of employee discipline and for the performance of work;
 - 2.5. To prescribe rules for the student in such areas as: management, studies, classification and discipline for C.E.S. programs;
 - 2.6. To decide textbooks, curriculum, and procedure to be used to implement programs;
 - 2.7. And, in general, to control, supervise, and manage the operations of C.E.S. and its professional staff under governing laws, and to establish or continue policies, practices and procedures for the conduct of Council business and the management of its operations.
3. 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

1. This Agreement contains the full and complete Agreement between the Council and the Association on all negotiable issues.
2. Any mandatory subject of bargaining not covered in this Agreement may be governed by existing policies, rules or regulations of the Council.
3. 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.
4. Past practices which were properly authorized and which have been uniformly and consistently applied to all bargaining unit employees for at least two years shall continue to have standing under this agreement. All other past practices, unless specifically incorporated in this Agreement shall be null and void.

ARTICLE III

DEFINITIONS

1. 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.
2. As used in this Agreement, the following terms shall have the respective meaning as set forth below:
 - 2.1. "C.E.S." will mean the Cooperative Educational Services, a regional educational service center authorized by Section 10-66a of the Connecticut General Statutes;
 - 2.2. "Council" and "Representative Council" will mean the Board of Directors governing the affairs of C.E.S.;
 - 2.3. "Executive Director" will mean the person designated by the Council to administer C.E.S. and its programs;
 - 2.4. "Teacher" will mean a member of the teachers' bargaining unit as defined under the Recognition Article;
 - 2.5. "Association" will mean the C.E.S. Education Association, the exclusive bargaining agent of the teachers' bargaining unit;

- 2.6. "Association Representative" will mean a duly designated representative of the C.E.S. Education Association. The Association President shall submit a list of officers and the program representatives of the Association to the Executive Director in September and shall keep this list current.

ARTICLE IV

WORKING CONDITIONS

1. Teacher Work Day

- 1.1. The on-site workday for teachers employed on a ten-month basis shall be seven and one-half hours (7½) of which, normally, a maximum of six (6) hours shall be student contact time. Provisions in excess of the maximum may be made when a specific student's program so requires. Any additional work necessary to be done to complete the obligations of the job may be done off-site at any time. C.E.S. may adjust the starting and ending times of the workday and shall attempt to avoid beginning the workday prior to 8:00 am. These adjustments shall occur without bargaining, provided that the changes do not increase the length of the teacher day. If a change in the length of the workday is made, then the Council will negotiate with the Association over the impact of such change in accordance with and for the duration of the mid-term bargaining statute.

2. Preparation Periods

- 2.1. For classroom teachers, the employment time which remains in the work day after students have been dismissed may be used for teacher planning and preparation time, staff meeting time, PPT time, committee work time, or for the discharge of such other duties as are appropriate to the teacher's work assignment.
- 2.2. The time when students are with special area teachers shall be preparation time. Teachers shall not be required to remain with their classes with the special area teachers.
- 2.3. Teachers shall be responsible for covering detentions that they assign. This provision shall not prohibit teachers from working together to group students assigned detention on a given day under the supervision of a single teacher.

3. Duty Free Lunch Period

- 3.1. Each teacher shall have during the workday an uninterrupted duty free lunch period of no less than thirty (30) minutes.

4. Parent Conferences

- 4.1. All teachers shall be available to meet with parents during formal conference periods.

5. Committees

- 5.1. Part-time teachers assigned to committees will be compensated on a pro-rata basis.

ARTICLE V

EMPLOYMENT YEAR

1. The employment year for ten-month teachers will be 180 student days plus seven (7) non-instructional days for a total of 187 days for the duration of this Agreement. Teachers newly hired by C.E.S. shall be required to attend two additional days of orientation as part of their basic work year. PDS staff members who provide training may be required to commence their employment year up to three (3) days prior to the general start of the employment year, for the purpose of preparation for beginning of the year in-service activities. Such PDS staff members will be assigned compensatory days off during the year by the Executive Director or his/her designee.
2. The student calendar for C.E.S. will be posted in each school's main office as soon as it is confirmed by the C.E.S. Representative Council. A copy of the confirmed calendar shall be sent to the CESEA president.
3. Prior to the Council changing the length of the work year, it shall negotiate with the Association over the impact of such change in accordance with Conn. Gen. Stat. Section 10-153f (e).
4. The staff will have an early dismissal day on the day preceding Thanksgiving and the day preceding the Christmas vacation if school is held on December 23. School will not be scheduled on December 24.
5. Teachers at the Six to Six Magnet Schools shall have the option of working during vacation periods after the commencement of the school year and before the end of the school year in June at their per diem rate of pay for actual days worked, provided that compensation for a shorter day will be prorated. The administrator of the Six to Six Magnet Schools will post the details of vacation programs to be offered at least one month prior to the inception of the program and will invite interested teachers to apply by a date certain. Participation in vacation programming shall be voluntary on the part of the teacher, and the administrator of the Six to Six Magnet Schools will notify applicants whether they have been selected to work in vacation programming at least one week before such work commences. In the event that there are insufficient teachers available

from the Six to Six Magnet to operate the vacation program, then the assignments may be offered to other C.E.S. program teachers and may be advertised outside C.E.S. Notwithstanding the foregoing, C.E.S. reserves the right to offer students vacation programming activities that do not require certified staff members.

6. Teachers at the Six to Six Magnet School may be required to work a maximum of four (4) nights per year. Two (2) nights shall be for Family Conferences and two (2) nights may be for activities such as Back-to-School Night; Portfolio Night, etc. Evening meetings shall be scheduled and approved as part of the annual calendar.
7. On days when they must return for an evening program, affected teachers may leave after the completion of dismissal procedures.
8. C.E.S. reserves the right to offer summer school for any C.E.S. program provided that compensation for a shorter day will be prorated on the basis of their prior year per diem salary.
9. Should C.E.S. create extended year positions within the Division of Special Education, it shall negotiate with the Association over the impact of any such positions on members of the unit. The salary paid for such positions will reflect additional per diem compensation prorated for shorter work days. Current members of the unit will not be transferred involuntarily to such positions from existing positions that are not extended year positions.

ARTICLE VI

TEACHER RIGHTS

1. **Rights Within Buildings**
 - 1.1. 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.
 - 1.2. The president of the CESEA shall have access to a telephone in the building(s) where he/she is employed. CESEA use of the telephone shall be confined to non-teaching hours. The Association shall pay any per call charges for use of telephone including long distance charges. C.E.S. may withdraw such telephone access immediately upon failure to pay such long distance charges within 10 days of a bill being presented to the president of the Association.
 - 1.3. The CESEA shall have the right to place material in the mailboxes of teachers. Placement will be made by duly authorized representative of the CESEA.

- 1.4. The President or his/her designee will have covered release time to attend meetings of the Council when such meetings are held during the school day on the condition that the Association pay for any substitute coverage that might be necessary or the employee will compensate the time.

ARTICLE VII

TRANSFERS AND VACANCIES

1. Transfer

- 1.1 The assignment and/or transfer of a teacher within C.E.S. are the responsibility of and within the discretion of the Executive Director or his/her designee.
- 1.2 For purposes of this article the term transfer shall be defined as meaning a change of assignment from one C.E.S. program to another program. Transfer shall not be defined to include reassignment from one subject to another or one grade to another.
- 1.3 Teachers who wish to request a change of assignment and/or transfer for the next school year must file a written statement of such desire with the Executive Director or his/her designee by February 1 of the preceding fiscal year. Each written request shall be limited to a single position.
- 1.4 An involuntary transfer from one C.E.S. program to another shall be made only after the teacher involved has been accorded a meeting with the Executive Director or his/her designee, after which the teacher may request in writing and be granted in writing the reasons for the transfer, provided the request for written reasons is submitted to the Executive Director within 10 days of the meeting specified in this section. The written reasons shall be submitted to the teacher within 10 days of the filing of the request.
- 1.5 After a teacher has taught a student or same group of students for three (3) consecutive years on or before April 1 the teacher may request an alternative assignment in writing. The Program Administrator shall meet with the teacher and consider any such request, provided that the final decision is up to the Program Administrator. A teacher shall be provided the reasons for the denial in writing.

2. Vacancies

- 2.1. 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 C.E.S. shall be given first consideration for the position.

- 2.2. A list of all vacant positions within C.E.S. shall be available in the personnel office during regular work hours throughout the year. A copy of posted vacant positions will be sent to the CESEA president and copies shall be posted on the C.E.S. website for at least ten business days prior to the application period ending.
- 2.3. A vacancy occurs upon the creation of a new position, 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 or his/her designee may make all transfer among existing staff that he/she deems appropriate. Upon making such transfers the Executive Director or his/her designee shall take into consideration the requests of all teachers who have filed a written statement in accordance with paragraph 1.3. The remaining position(s) open after all transfers are made shall then be declared a vacancy. The Executive Director or his/her designee may temporarily fill vacancies until the hiring process is completed.
- 2.4. The CESEA President shall receive a list of all newly hired professional staff members with a statement of their salary placement.

3. Assignment Notices

- 3.1 Under normal circumstances assignments, including transfers shall be issued to teachers along with the annual salary notices for returning teachers prior to July 1 of each fiscal year. Any changes of assignment which occur during the summer months shall be conveyed to the affected teachers as soon as practicable, and generally within ten business days.

4. Resignation

- 4.1. Teachers who voluntarily terminate their employment with C.E.S. by resignation, retirement, or otherwise, must notify C.E.S. by letter to the Executive Director stating the last day of work and the reasons for terminating employment. A copy of said letter should be delivered to his/her Division Director.

Teachers must provide notice at least four (4) weeks prior to the termination date and shall participate in an exit survey or an exit interview during the regular work day and regular work year as described below. Failure to provide such prior notice shall result in withholding of references for future employment. The Director of Human Resources or his/her designee shall conduct an exit interview with each employee who voluntarily terminates employment with C.E.S.

ARTICLE VIII

PER DIEM SUBSTITUTES

1. Teachers will not be required to obtain their own substitutes.
2. C.E.S. will make reasonable efforts to establish and maintain a pool of substitute teachers for coverage when a teacher has reported their unavailability for work.
3. Under normal circumstances, when a substitute can not be secured for an absent teacher, the remaining classroom program staff will provide coverage on an equitable basis.

ARTICLE IX

LEAVES OF ABSENCE

1. **Sick Leave**
 - 1.1. Each employee is entitled to sick leave with full pay of up to fifteen (15) days in each school year for personal illness.
 - 1.2. Sick leave for employees who are hired after the start of the school year shall be pro-rated.
 - 1.3. Unused sick leave may accrue from year to year to a maximum of 180 days.
 - 1.4. Teachers who are injured on the job shall receive the first three days of their injury as paid sick leave. These days shall not be deducted from sick leave provided that the injury is determined to be compensable.
 - 1.5. Teachers have the option of using a portion of their sick leave to supplement their workers' compensation benefits. This allows a teacher to earn normal earnings and not to experience a loss in earnings while recovering from a work-related injury. An injured teacher will be charged a percentage of a sick day for each day for which the teacher receives supplemental pay. The amount of supplemental pay will be the difference between the teachers' compensation benefits and the teacher's earnings. If a teacher exhausts or has no available sick leave, he or she will not receive supplemental payments.
2. **Personal Days**
 - 2.1. Up to two (2) days will be available each year with pay 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 accrue annually.

- 2.2. Personal days shall not be used to extend a vacation or holiday.
- 2.3. Anyone wishing to use a personal day must submit a written request to his/her immediate supervisor on a form to be provided and shall state the reason for the request by general category (i.e. legal, religious, health/medical, other emergency or obligation, etc.).
- 2.4. Personal days must be taken in minimum half-day increments.
- 2.5. A minimum of forty-eight (48) hours advanced notice to the staff member's supervisor is required, except in the case of emergency, to be granted a personal leave day.
- 2.6. If there is an emergency situation and forty-eight hour (48) prior notice is not possible, the teacher must indicate the nature of the emergency and provide verbal notification to his/her supervisor as soon as possible prior to the absence and shall provide written explanation of such emergency immediately upon return to work.
- 2.7. Except in cases of emergency, requests for use of paid personal days as provided herein shall be returned to the person initiating the request by the program administrator within 48 hours of the request having been received by the administrator. If a request is not returned within the 48 hour period prescribed, then the person shall submit the request directly to the Executive Director.

3. Family Illness Leave

- 3.1. A teacher may use five (5) of his/her annually awarded sick days for family illness. The family is defined as parents, spouse and children who reside with the employee.

4. Bereavement Leave

- 4.1. In the event of death in the immediate family, which includes parent, spouse, child, sibling, grandchild, grandparent, or anyone other than immediate family with whom the employee resides, a teacher may take up to three (3) consecutive days.
- 4.2. If additional bereavement leave is required due to unusual circumstances, the Executive Director, upon application by the teacher, may grant additional days either with or without pay.
- 4.3. Teachers shall be granted one paid leave day per annum to attend the funeral of someone not included in the definition of immediate family as described hereinbefore.

5. Leaves for Part-time Employees

- 5.1. Part-time teachers shall be eligible to receive the paid leaves provided in Sections 1, 2, 3 and 4 of this Article on a pro-rated basis. The pro-ration of eligibility shall be based on the part-time teacher's annual contract percentage and shall be rounded off to the nearest hour.

6. Jury Duty

- 6.1. The teacher notified to serve on jury, must contact his/her supervisor immediately.
- 6.2. The teacher serving on jury duty will receive full pay and benefits minus any juror's fee received. Teachers shall have up to 48 hours to provide proof of jury duty attendance and shall provide proof of fees paid within two weeks.
- 6.3. Any teacher who is subpoenaed by C.E.S. or subpoenaed in connection with issues relating to that teacher's employment with C.E.S., in which the teacher is not testifying on behalf of a party opposing C.E.S., shall receive full pay and benefits minus any witness fees.

7. Leave of Absence for Professional Growth

- 7.1. When the interests of C.E.S. are served through a staff member furthering his/her professional growth, the Representative Council may approve a Professional Growth Leave subject to the following terms and conditions.

The interests of C.E.S. are defined as:

- Identified goals or needs of C.E.S.
- Identified goals or needs of a program
- Staff development plan goals
- Supervisor identified goals or needs

7.2. Period Employed

A staff member must have been employed by C.E.S. as a full-time staff member for at least five (5) continuous years prior to the start of the leave in order to be eligible.

7.3. Period of Leave

Up to sixty consecutive calendar days, but not less than eleven working days, may be granted. One leave may be awarded after each subsequent five years of consecutive full-time employment. The period of the leave must be within one agreement year.

7.4. 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, and tuition) will be reimbursed to C.E.S. C.E.S. benefits will be provided during the leave.

7.5. Penalty for Failure to Return/Early Leaving

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

Application Process

Teachers will apply for Professional Growth leave on forms provided by the Personnel Office. The endorsement of the Program supervisor is 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 Representative Council. Final approval for leave may only be granted by the Representative Council, which shall have absolute discretion over such leaves. A written agreement will specify the period of the leave, reimbursement and reconciliation penalty provisions.

8. Pregnancy Disability Leaves

8.1. Teachers shall be granted pregnancy disability leave upon request, accompanied by verifiable medical evidence.

8.2. An employee who is disabled by virtue of pregnancy 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 a C.E.S. physician.

- 8.3 If the period of disability extends beyond the teacher's total accumulated sick leave, the teacher, if eligible shall receive benefits from the C.E.S. short-term disability coverage. If the teacher is not eligible for short-term disability coverage, then the teacher will receive an unpaid leave of absence for the remainder of the defined disability period. The disability period following delivery, absent medical advice to the contrary, shall not exceed six (6) weeks.

9. Parenthood Leaves

- 9.1. 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 up to twelve (12) consecutive months, or a reasonable portion thereof, in which the child is born or adopted. Return from such leave shall occur only at the beginning of the school year or on the first school day in February.
- 9.2. 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.
- 9.3. Employees requesting leave shall submit not less than sixty (60) days written notice of the anticipated date of commencing such leave.

10. Return Privileges Following a Leave of Absence

- 10.1. The teacher on leave shall be responsible for notifying C.E.S., sixty (60) days prior to the date he/she is expected to return to work of his/her intention to do so. A failure to provide such notice shall be deemed a waiver by the teacher of his/her right to return to a position with C.E.S.
- 10.2. A teacher returning from a leave under this Article shall be offered his/her former position and program, if a vacancy exists. If there is no vacancy in the position previously held, then the teacher will be offered a comparable position, if vacant, provided the teacher is qualified for the vacant position.
- 10.3. 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 during or on days contiguous to such leave.
- 10.4. 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.

10.5. Teachers on Parenthood Leave are subject to the reduction in force (R.I.F.) provision.

11. Military Leave

11.1. Employees who serve in the military reserve are urged to elect their annual active-duty-for-training outside of the school year. Where this is not possible and the employee is called to duty when the employee is scheduled to work for C.E.S., leave shall be granted and the employee shall be paid the difference between his/her C.E.S. salary and the salary earned as a reservist for up to two (2) weeks.

11.2. Employees who are in military and who are called to active duty shall be eligible to be paid the difference between their C.E.S. salary and the salary they earn when on active duty for up to six (6) months. In addition, if the employee and/or eligible dependents have no opportunity to obtain medical coverage provided by the United States or by another employer, C.E.S. medical insurance benefits shall be continued for up to six (6) months for the employee and eligible dependents. Thereafter, continuation of medical benefits shall be in accordance with federal and state law.

12. Family Medical Leave

12.1. Where applicable, leaves under this article shall count towards leave entitlements under the Family and Medical Leave Act.

ARTICLE X

DEGREE DEFINITIONS

1. The salary schedules listed in the Appendices of this Agreement will be interpreted and applied in accordance with the following definitions. The Executive Director must review in advance all planned programs of study listed below to determine proper placement:

Bachelor Lane A Baccalaureate Degree earned at an accredited college or university.

Master Lane 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.

Sixth Year Lane/
Masters Lane & 30 A second Master's Degree in a discipline other than 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

SALARY PLACEMENT AND COMPUTATION

1. Initial Salary Placement

- 1.1. At the time of hiring, the Executive Director and the newly hired teacher shall agree on a salary step and lane placement for the initial salary agreement.
- 1.2. In preparing his/her salary offer to the newly hired teacher, the Executive Director shall take into account the prior experience of the teacher, including its recency and direct applicability to C.E.S. programs, the financial resources of the affected program, and the current salary positions of teachers of similar background.
- 1.3. Credit will not be given for intermittent and short-term (less than 5 continuous months) substitute teaching.
- 1.4. Credit for experience outside of teaching and credit for teaching related experience in non-certificated positions may be granted when deemed appropriately relevant to the C.E.S. assignment by the Executive Director.

2. Degree Changes

- 2.1. In order to advance to the next highest column on the salary schedule, a teacher must first provide written notice of the anticipated change to the C.E.S. Human Resources Office by April 1 of the preceding fiscal year.
- 2.2. Official transcripts of the completed requirements for movement on the salary schedule must be submitted to the Human Resources Office by October 15th for salary credit beginning September 1st of that year and February 15th for salary credit beginning February 1st of that year.

3. Salary Payment Options

- 3.1. The Council shall offer to each teacher the choice of one of the following plans for the payment of salaries:

Plan A - payment shall be in 21 equal direct deposits.

Plan B - payment shall be made in 21 direct deposits. The first 20 payments shall equal 1/26 of the teacher's salary before deductions. The twenty-first payment shall equal 6/26 of the teacher's annual salary.

Plan C Payment shall be in twenty-six biweekly direct deposits. During the summer months, teachers shall leave self-addressed stamped envelopes in the Business Office for their paystubs to be mailed.

3.2. The teacher must notify the Human Resources Office by July 1 of each year of his/her choice of options. The option shall not be changed during the ensuing school year.

3.3 Salary payment will be made exclusively by direct deposit.

4. Salary Calculation: Part-time Positions

4.1. The salary level for part-time positions shall be determined by dividing the actual annual hours for which a person is to be employed by 1402.5 hours. The resulting percentage shall be applied to the appropriate step of the salary schedule to determine the annual salary of a part-time position.

ARTICLE XII

PAYROLL DEDUCTIONS, MAINTENANCE OF MEMBERSHIP & AGENCY FEE

1. Conditions of Continued Employment

All teachers employed by the Representative Council 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.

2. Deductions

The Council agrees to deduct from each teacher's salary an amount equal to the association membership dues or service fee by means of payroll deductions. Deduction for association membership dues shall occur according to a mutually agreeable schedule commencing with the first paycheck in October. 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 decisions. 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.

3. 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.

4. Forwarding of Monies

The Council agrees to forward to the Association each month a check for the amount of money deducted during that month, along with a list of the teachers who have authorized such deduction.

5. Lists

No later than September 1st, the Council shall provide the Association with a list of all bargaining unit employees of C.E.S. and the positions held by said employees. The Council shall notify the Association monthly of any change in said list.

6. References to Association

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

7. Indemnification

The Association agrees to indemnify and save the Council harmless from any claim or lawsuit arising from the Council's fulfillment of its obligations under this section. The Council agrees that the Association shall assume the exclusive legal defense of any such claim or lawsuit. In assuming such defense on the Council's behalf, the Association will hire and compensate legal counsel. Legal counsel hired by the Association shall have the right to compromise or settle any claim or lawsuit against the Council under this section with the written consent of the Council, which shall not be unreasonably withheld.

8. Additional Deductions

In addition to the payroll deductions required by law, the following agencies are eligible for payroll deductions. All requests for deductions must be in writing on approved authorization forms. The list of approved deductions is as follows:

- Federal Credit Union
- Tax Sheltered Annuity Plans
- Insurance Premium Contribution
- United Way
- Section 125 Account

ARTICLE XIII

INSURANCE BENEFITS

The C.E.S. Representative Council agrees to provide the listed health insurance benefits to employees, subject to the provisions set forth hereinafter.

1. Payment of Premium

- 1.1. For full-time teachers who elect single coverage (coverage for the teacher only), the Council shall pay the premium costs of the specified insurance coverages, as follows:

| | <u>C.E.S. COUNCIL</u> | <u>TEACHER</u> |
|-----------|-----------------------|----------------|
| 2013-2014 | 85% | 15% |
| 2014-2015 | 84% | 16% |
| 2015-2016 | 83% | 17% |

- 1.2. For full-time teachers who elect family coverage, the Council shall pay the premium costs of the specified insurance as follows:

| | <u>C.E.S. COUNCIL</u> | <u>TEACHER</u> |
|-----------|-----------------------|----------------|
| 2013-2014 | 79% | 21% |
| 2014-2015 | 78% | 22% |
| 2015-2016 | 77% | 23% |

- 1.3. For full-time teachers who elect single with child(ren) coverage, the Council shall pay the premium costs of the specified insurance as follows:

| | <u>C.E.S. COUNCIL</u> | <u>TEACHER</u> |
|-----------|-----------------------|----------------|
| 2013-2014 | 79% | 21% |
| 2014-2015 | 78% | 22% |
| 2015-2016 | 77% | 23% |

- 1.4. For full time teachers who elect married with spouse coverage, the Council shall pay the premium costs of the specified insurance as follows:

| | <u>C.E.S. COUNCIL</u> | <u>TEACHER</u> |
|-----------|-----------------------|----------------|
| 2013-2014 | 79% | 21% |
| 2014-2015 | 78% | 22% |
| 2015-2016 | 77% | 23% |

- 1.5. For part-time teachers, the Council shall pay a portion of the premium costs for individual coverage. The portion paid shall be the same percentage as the teacher

is paid on a salary basis multiplied by the Council's share of premium paid for full-time teachers.

- 1.6. For part-time teachers who elect other than single coverage, the Council shall pay the premium portion of the specified insurance coverage elected by the teacher which shall be computed by using the same percentage as the teacher is paid on a salary base multiplied by the Council's share of premium paid for full-time teachers who elect the same coverage.
- 1.7. Wherever a teacher accepts the obligation to pay a portion of health insurance premium then the appropriate portion shall be deducted from the teacher's paycheck over the period September to June of each fiscal year.
- 1.8. Part-time teachers shall be not eligible to participate in the short-term or long-term disability insurance plans.

2. Coverage

The Council shall maintain in effect the insurance provisions in effect as described in Addendum A.

2.1. Health Insurance Program:

See Addendum A for details.

3. Eligibility for Benefits

- 3.1. To be eligible for health insurance benefits a teacher must be employed at least half-time.
- 3.2. All insurance benefits shall be provided in accordance with the terms of the insurance carrier.
- 3.3. Disputes concerning an employee's eligibility or entitlement to the benefits contained herein are matters which are to be resolved between the employee and the insurance carrier administering the plan.
- 3.4. Under no provision of this Agreement shall C.E.S. be deemed to be a self-insurer.

4. 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.

5. Change in Carrier

- 5.1. Prior to any change in insurance plans or carriers, the Representative Council shall notify and consult with the Association.
- 5.2. Any change in insurance carriers or plans shall not reduce the level of benefits or change the nature of the administration of such benefits.
- 5.3. A 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 changes. The Representative Council shall make available to the Association all necessary information in order to facilitate any meeting(s) with any insurance representative.
- 5.4. 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.
- 5.5. 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. Life & Disability Insurances

- 6.1. Life Insurance - Two times basic annual salary or wage.
- 6.2. Short-Term Disability - (Full-time staff only) Weekly Benefit - 66 2/3% of basic salary (maximum \$1000 per week) Benefit begins on 31st day of disability
Maximum Payment Period - 26 weeks
- 6.3. Long-Term Disability - (Full-time staff only) Weekly Benefit - 60% of basic salary (maximum \$4000 per month) Benefit begins on first day of seventh month of disability.

7. Applicability of Grievance Procedure

- 7.1. The grievance procedure provided in this Agreement will not be applicable to insurance coverages except in the case of a class action grievance filed by the Association which alleges that the benefits or method of payment have been unilaterally modified or abridged.

8. Section 125

- 8.1. The Representative Council (the Council) will maintain, pursuant to the provisions of Section 125 of the Internal Revenue Code, a Plan for Premium

Conversion of Group Insurance Premiums prior to reduction for federal income or social security taxes, and a Flexible Spending Account Plan for the purpose of enabling eligible Teachers to divert a portion of their gross salaries, prior to reduction for federal income or social security taxes, into an account from which, during the course of the Plan Year, they can authorize payment for their share of Health Care costs which are not covered by the Medical or Dental Plans described in this Article (Health Care Reimbursement) and Dependent Care costs (Dependent Care Reimbursement). Each Teacher will be permitted to divert a maximum of \$5,000 per Twelve Month-Year for Dependent Care and \$2,000 per Plan Year for Health Care Reimbursement. There is no specific maximum limit for Premium Conversion, but all diversions of income to the Flexible Spending Account Plan are subject to applicable provisions of the Internal Revenue Code.

In addition, the following provisions will apply:

1. Under no circumstances will the Council be required to contribute any monies to the Flexible Spending Account Plan or to any account established pursuant thereto.
2. The Flexible Spending Account Plan Year begins October 1 annually.
3. Each Teacher desiring to participate in the Flexible Spending Account Plan must, during the month of September annually, apply for participation and enroll by submitting completed forms setting forth the amount he/she wishes to divert to his/her Plan Account during the Plan Year up to the maxima set forth above, which shall be divided by the number of payroll periods scheduled for such Plan Year to determine the amount to be diverted from each paycheck during such Plan Year.
4. As a condition precedent to the establishment of an account under the Flexible Spending Account Plan, the Teacher must submit to the Plan Administrator, on forms approved by the Council, written authorization for the Council to deduct from his or her pay the amounts to be diverted to his or her Plan Account, which shall be the same amount from each paycheck issued during the Plan Year.
5. If the employment of a Teacher terminates for any reason while he or she is a participant in the Flexible Spending Account Plan, the Teacher will be permitted to withdraw the unencumbered balance from his/her Plan Account.
6. Unexpended balances in each Plan Account at the end of the Plan Year will be forfeited in accordance with legal requirements. The Flexible Spending Account Plan will be governed by the terms of the Plan description contained in the insurance booklet issued by the carrier. It is intended that the Flexible Spending Account Plan shall be interpreted,

whenever possible, to comply with the terms of the Internal Revenue Code. In the event the Plan Administrator determines, before or during any Plan Year, that the Plan may fail to satisfy any non-discrimination requirement imposed by the Code or limitation on benefits to certain participants, the Plan Administrator shall take such action as he/she deems appropriate, under rules uniformly applicable to similarly situated participants.

ARTICLE XIV

REDUCTION IN FORCE & RECALL PROCEDURES

1. In the event that the Council determines that the number of teachers within a program or program component must be reduced, then the reduction in force shall be accomplished in accordance with the provisions of this article. Teachers employed pursuant to a durational shortage area permit (DSAP) are excluded from the provisions of this Article and shall be released prior to releasing certified staff who are qualified for the position held by such DSAP holder.
2. Teacher layoffs shall occur in the following order:
 - Level I: Through staff reductions achievable through resignation, retirement, or transfer.
 - Level II: Through release of non-tenured teachers.
 - Level III: Through release of tenured teachers.
3. In determining the teachers to be released, the Executive Director will not act arbitrarily or capriciously but will act in an effort to preserve the most qualified teachers, irrespective of their salaries.
4. When determining the relative qualifications between two tenured teachers who are being considered for release, the Executive Director shall give equal weight to the following factors:
 - (a) The respective length of continuous service with C.E.S.
 - (b) Professional training
 - (c) Performance evaluations
 - (d) Experience in specific program or program component areas.

5. The name of any tenured teacher whose services have been terminated because of the elimination of a position or a reduction in staff shall be placed upon a recall list and shall remain on that list for two years, provided such teacher does not refuse a reappointment offer from C.E.S. during that two year period.
6. When a vacancy exists for which a teacher on the recall list is certified and qualified than the teacher shall receive a written offer of reappointment at least thirty (30) days prior to the date of re-employment. The offer shall be mailed by certified mail, return receipt, to the last known address of the teacher. The teacher shall accept or reject the appointment in writing within ten (10) days.
7. Teachers on the recall list shall be responsible for maintaining a current mailing address with the C.E.S. personnel office.
8. If a teacher refuses a reappointment offer, then the teacher shall be removed from the recall list.
9. Failure to respond to a reappointment offer within the ten (10) days provided herein shall be construed as a refusal of the offer and shall constitute appropriate grounds for the removal of the teacher's name from the recall list.
10. Teachers will be recalled in reverse sequence of staff reduction, provided they possess the necessary certification and qualifications for the vacant position.
11. No new teachers shall be hired before teachers on the recall list who possess the necessary certification and qualifications are offered the vacant position.
12. Disputes concerning reductions in force shall be resolved through the procedures provided in applicable statute and shall not be subject to the grievance procedure contained in this Agreement.
13. Disputes concerning the application of the recall provisions of this Article shall be resolved through the grievance procedure contained in this Agreement.

ARTICLE XV

PROTECTION FROM ARBITRARY ACTION

1. **Personnel Files**
 - 1.1. 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, 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 teachers 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.

- 1.2. At the request of the teacher, the Executive Director may place material that he/she deems appropriate in the teacher's personnel file. Such appropriate material may include honors, certificates, or letters of commendation from reputable outside organizations.
- 1.3. Any substantive, serious complaint, verbal or written, made to the C.E.S. 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.
- 1.4. A teacher has the right to have a representative of the Association accompany him/her on any review by said teacher of his/her personnel files.
- 1.5. 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 and/or which may threaten the teacher's employment security.
- 1.6. No teacher will be disciplined, reprimanded, or suspended without Just Cause. Teachers employed under a durational shortage area permit are subject to dismissal as the Executive Director may determine.

ARTICLE XVI

GRIEVANCE PROCEDURE

1. 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.

2. Definitions

- 2.1. "Grievance" shall mean an alleged violation of a specific term or terms of this contract to the detriment of a teacher or a group of teachers.

- 2.2. "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.
- 2.3. "Days" shall mean teacher workdays, except between July 1st and September 1st, when days shall mean calendar days.

3. Time Limits

- 3.1. 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.
- 3.2. If a teacher does not file a grievance in writing within 20 (twenty) days of the act or condition(s) on which the grievance is based, then the grievance shall be considered to have been waived.
- 3.3. 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.
- 3.4. 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.
- 3.5. Any grievance not processed in accordance with the time limits specified herein shall be deemed waived by the grievant.

4. Informal Procedure

- 4.1. 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.
- 4.2. 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.
- 4.3. If the problem is not resolved, the teacher may institute formal procedures.

5. Formal Procedure

- 5.1. Level One - Immediate Supervisor

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

5.2. Level Two - Executive Director

- a) If the grievant is not satisfied with the disposition of the grievance at Level One, he/she shall, within five (5) days after receipt of the decision at Level One, 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.

5.3. Level Three - C.E.S. Representative Council

- a) If the grievant is not satisfied with the disposition of the grievance at Level Two, he/she shall, within five (5) days after receipt of the decision at Level Two, file a grievance with the C.E.S. Representative Council.
- b) The C.E.S. Representative Council 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 C.E.S. Representative Council or a committee thereof shall, within five (5) days after such meeting, render its decision and the reasons in writing to the grievant.

5.4. Level Four - Arbitration

- a) If the Grievant is not satisfied with the disposition of the Grievance at Level Three, and the Grievant wants to proceed further, the Association on his or her behalf shall, within ten (10) days after the Council's response, submit the Grievance to Arbitration by so notifying the Executive Director in writing and mailing a request for arbitration, by certified mail, return receipt requested, to the American Arbitration Association in Hartford.

- b) The Arbitrator shall be selected in accordance with the voluntary Labor Arbitration Rules of the American Arbitration Association, which shall also govern the arbitration proceeding.
- c) The Arbitrator shall hold such hearings as shall be required. The Arbitrator shall be without power or authority to alter, amend, delete or disregard provisions of this Agreement, and shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the provisions of this Agreement.
- d) The Arbitrator shall render an award in writing setting forth findings of fact reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding provided nothing herein shall prevent either the Council or the Association from attempting to modify, vacate, or enforce such decision in court.
- e) The costs for the services of the Arbitrator shall be borne equally by the Council and the Association.

6. Rights of Teachers to Representation

- 6.1. The grievant may be represented at any level of the grievance procedure (beyond the initial stage of the informal level) by a person of his/her own choosing. 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.

7. Association Grievance

- 7.1. The Association may file a formal Grievance in its own name on behalf of itself or a number of teachers identically affected. Such grievance shall be filed with the Executive Director at Level Two, in accordance with the time limits and format set forth in Section 3.2 and in such cases the Association shall be accorded the status of a "Grievant."

8. Miscellaneous

- 8.1. Meetings held under this procedure shall be conducted at a time and 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 C.E.S., hearings are held during school hours, persons proper to be present shall be excused without loss of pay.
- 8.2. 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.

- 8.3. All documents, communications and records generated by a grievance shall be filed separately from the personnel files of the participant.
- 8.4. Forms for filing and processing grievances and other necessary documents shall be prepared by the Association with the approval of the Executive Director.

ARTICLE XVII

GENERAL PROVISION

1. Classroom teachers shall be required to have at least two parent conferences per child per year, if it is possible to schedule same with the parent. If possible, these conferences shall be scheduled on designated conference days.
2. In the event that an evening home visit must be made by a classroom teacher, then the teacher will be able to receive equivalent compensatory time which will be taken at a time approved by the program administrator when he/she is not directly responsible for students.
3. In the event a required home visit must be made to a neighborhood which the teacher feels is unsafe, then the teacher shall have the option of the following:
 - a) Request the home visit be relocated to a site acceptable to the teacher, or
 - b) Request that the program administrator or another C.E.S. employee/employees escort the teacher, or
 - c) In the event that neither of the above provides a safe option, then the teacher may substitute a phone conference.
4. In the event that a student becomes ill and must be transported home, the teacher shall not be required to provide the transportation. This shall not bar any teacher from providing such service on a voluntary basis with a C.E.S. vehicle. Such a teacher must have administrative approval and the appropriate license to provide such transportation.
5. In the event a student becomes ill and can not remain in the classroom, then the program administrator shall remove the child from the classroom and provide appropriate supervision until the child can be transported home.
6. In the event that students are dismissed early for any reason of an emergency nature, then teachers will be free to leave, pursuant to arrangements within each program area.

ARTICLE XVIII

WORK LOAD GUIDELINE

1. It is agreed that the Council shall make reasonable efforts to establish work loads which ensure appropriate delivery of service and protect staff safety. It is agreed that work loads should conform to the guidelines set forth below, with allowances made for enrollment fluctuations which occur during the school year.
2. The caseload for teachers in the Therapeutic day Program shall generally not exceed ten (10) students, taking into consideration the nature of the students served and the presence or absence of additional help in the classroom. The caseload for teachers in DLC and PLC shall generally be set at from 4 – 7 students, which shall depend on the nature of the students served and the presence or absence of additional help in the classroom.
3. The full-time case load for speech pathologists who serve C.E.S. classroom programs should conform to the following ranges:

PLC: A maximum of 6 classes per week (range of 35 to 40 students)

DLC: A maximum of 6 classes per week (range of 35 to 40 students)

Six to Six, Beginnings, and Therapeutic Day Program: Loads will be based on a program needs basis.

In considering this guideline individual diagnostic services, individual therapy services, and travel time to satellite programs must be considered. If a speech pathologist believes his/her schedule exceeds a full-time load, he/she may request a review with the program administrator and Executive Director.

4. The full-time load for a special subject teacher (art, music, physical education, library media specialist) should not exceed 10 classes (individual or combined) on a regular day.
5. The full-time case load for Social Workers and School Psychologists shall be determined based on program needs.
6. When it is necessary to exceed the guideline maxima, teachers shall be consulted and asked for recommendations with respect to alternative approaches and/or restructuring of student assignments.

The final decision with respect to student assignment and the numbers of students per class shall remain vested in the program administration.

7. 6-6: Regular classroom teachers shall be able to use specialist time (as defined above except for library open access time) during the day as preparation time. Special subject teachers shall also have a preparation period during their school day equal to the average

number of minutes of preparation time provided to classroom teachers at their level over the week scheduling cycle.

8. During the school day, teachers at Thurgood Marshall Middle School shall receive the equivalent of one preparation period of approximately 42 minutes daily over the week scheduling cycle. Such teachers shall receive a duty-free lunch. Teacher load for such teachers within the teacher work day, including duties (such as but not limited to student supervision, office support activities, curriculum work, common planning time), shall be assigned equitably, taking into account program needs.

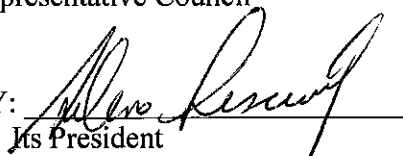
ARTICLE XIX

DURATION

The provisions of this Agreement shall be effective as of the first day of July, 2013 and shall remain in full force and effect to and including the last day of June, 2016 and during such term no further conditions of employment or other matters shall be negotiated by the parties without the express consent of both parties, except as provided elsewhere in this Agreement.

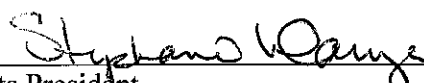
IN WITNESS WHEREOF, the parties hereunto set their hands this ^{6th} ~~1st~~ day of ^{December} ~~November~~, 2012.

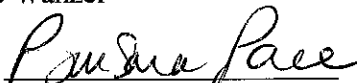
Cooperative Educational Services
Representative Council

BY: 
Its President
Arlene Liscinsky

Witness: 
Barbara Pace

Cooperative Educational Services
Education Association


Its President
Stephanie Wanzer

Witness: 
Barbara Pace

APPENDIX A
TEACHER SALARY GRID
2013-2014

| Step | BA | MA | 6TH | Ph.D. |
|------|--------|--------|--------|--------|
| 1 | 44,568 | 46,894 | 49,846 | 50,398 |
| 2 | 46,566 | 48,824 | 51,872 | 52,432 |
| 3 | 48,652 | 50,834 | 53,982 | 54,550 |
| 4 | 50,834 | 52,930 | 56,178 | 56,752 |
| 5 | 53,114 | 55,110 | 58,462 | 59,044 |
| 6 | 55,494 | 57,382 | 60,840 | 61,426 |
| 7 | 57,984 | 59,744 | 63,312 | 63,906 |
| 8 | 63,824 | 62,206 | 65,890 | 66,486 |
| 9 | | 64,768 | 68,570 | 69,170 |
| 10 | | 67,436 | 71,358 | 71,962 |
| 11 | | 70,216 | 74,260 | 74,866 |
| 12 | | 73,108 | 77,278 | 77,890 |
| 13 | | 76,118 | 80,422 | 81,034 |
| 14 | | 79,254 | 83,692 | 84,306 |
| 15 | | 86,202 | 90,870 | 91,496 |

Teachers shall be placed on this schedule in accordance with the Step Conversion Chart, Appendix D.

Teachers not yet at maximum shall advance one step at the midpoint of the year.

In years in which step movement is negotiated, teachers not yet at maximum shall be advanced one step provided that they were employed on February 1 in the previous year.

APPENDIX B

**TEACHER SALARY GRID
2014-2015**

| Step | BA | MA | 6TH | Ph.D. |
|------|--------|--------|--------|--------|
| 1 | 44,791 | 47,128 | 50,095 | 50,650 |
| 2 | 46,799 | 49,068 | 52,131 | 52,694 |
| 3 | 48,895 | 51,088 | 54,252 | 54,823 |
| 4 | 51,088 | 53,195 | 56,459 | 57,036 |
| 5 | 53,380 | 55,386 | 58,754 | 59,339 |
| 6 | 55,771 | 57,669 | 61,144 | 61,733 |
| 7 | 58,274 | 60,043 | 63,629 | 64,226 |
| 8 | 64,622 | 62,517 | 66,219 | 66,818 |
| 9 | | 65,092 | 68,913 | 69,516 |
| 10 | | 67,773 | 71,715 | 72,322 |
| 11 | | 70,567 | 74,631 | 75,240 |
| 12 | | 73,474 | 77,664 | 78,279 |
| 13 | | 76,499 | 80,824 | 81,439 |
| 14 | | 79,650 | 84,110 | 84,728 |
| 15 | | 87,280 | 92,006 | 92,640 |

Teachers shall not advance a step on the salary schedule during 2014-2015.

In years in which step movement is negotiated, teachers not yet at maximum shall be advanced one step provided that they were employed on February 1 in the previous year.

APPENDIX C

TEACHER SALARY GRID 2015-2016

| Step | BA | MA | 6TH | Ph.D. |
|------|--------|--------|--------|--------|
| 1 | 44,791 | 47,128 | 50,095 | 50,650 |
| 2 | 46,799 | 49,068 | 52,131 | 52,694 |
| 3 | 48,895 | 51,088 | 54,252 | 54,823 |
| 4 | 51,088 | 53,195 | 56,459 | 57,036 |
| 5 | 53,380 | 55,386 | 58,754 | 59,339 |
| 6 | 55,771 | 57,669 | 61,144 | 61,733 |
| 7 | 58,274 | 60,043 | 63,629 | 64,226 |
| 8 | 65,591 | 62,517 | 66,219 | 66,818 |
| 9 | | 65,092 | 68,913 | 69,516 |
| 10 | | 67,773 | 71,715 | 72,322 |
| 11 | | 70,567 | 74,631 | 75,240 |
| 12 | | 73,474 | 77,664 | 78,279 |
| 13 | | 76,499 | 80,824 | 81,439 |
| 14 | | 79,650 | 84,110 | 84,728 |
| 15 | | 88,589 | 93,386 | 94,029 |

All teachers not at maximum shall move one step.

In years in which step movement is negotiated, teachers not yet at maximum shall be advanced one step provided that they were employed on February 1 in the previous year.

APPENDIX D

STEP CONVERSION CHART

| STEP | Experience Chart | | |
|-------------|-------------------------|----------------|----------------|
| | 2013-14 | 2014-15 | 2015-16 |
| | | | |
| 1 | 0 | 0 | 0 |
| 2 | 1 | 1 | 1 |
| 3 | 2 | 2 | 2 |
| 4 | 3 | 3 | 3 |
| 5 | 4 | 4 | 4 |
| 6 | 5-8 | 5 | 5 |
| 7 | 9 | 6-9 | 6 |
| 8 | 10 | 10 | 7-10 |
| 9 | 11 | 11 | 11 |
| 10 | 12 | 12 | 12 |
| 11 | 13 | 13 | 13 |
| 12 | 14 | 14 | 14 |
| 13 | 15 | 15 | 15 |
| 14 | 16 | 16 | 16 |
| 15 | 17+ | 17+ | 17+ |

APPENDIX E
STIPEND SCHEDULE

| | |
|---------------------------------------|------------------|
| Afterschool Coordinator at Six to Six | \$5,000 |
| Team Leaders | \$2,000 |
| Component Leaders | \$1,000 |
| Teacher in Charge at Six to Six | \$500 |
| Special Projects | \$250 - \$1,000* |

* This stipend may be divided among more than one participant per project.

COOPERATIVE EDUCATIONAL SERVICES

Personnel Department Job Description Addendum

Title: Afterschool Coordinator at Six to Six

\$5,000

Responsibilities:

1. Development of specific practices, procedures and guidelines for the after school program.
2. Organize and facilitate weekly staff meetings in assigned areas.
3. Coordinate and develop program/staff schedules for specifically assigned areas of responsibility.
4. Serve as curriculum coordinator for the after school program.
5. Provides professional development for after school staff.
6. Organize staff training schedules and providing orientation and training for new personnel.
7. Develop and maintain relationships with all participant families and be the first point of contact.
8. Communicate regularly with the program administrator with regard to the after school program.
9. Supervise non-certified after-school program staff.

These statements are intended to describe the general nature and level of work being performed. Specific duties and responsibilities may vary, depending on the assignment. C.E.S. reserves the right to add/ change duties at any time.

This job description has been reviewed by the employee and _____
(printed name) understands its content.

Employee Signature

Date: _____

COOPERATIVE EDUCATIONAL SERVICES

Personnel Department Job Description Addendum

Title: Team Leader: Special Education

\$2,000

Responsibilities:

1. In the absence of program administrator(s), or at the discretion of the program administrator(s), assume responsibility for direct leadership of assigned program and report as necessary information to Director/Assistant Director of Special Education.
2. Assist program administrator(s) by providing consultation/support to assigned program staff with regards to behavior management, crisis intervention, instructional/therapeutic strategies, IEP development and implementation and general program, operating procedures.
3. Assist the program administrator in the development of program specific practices, procedures and guidelines.
4. Assist the program administrator in reviewing referral materials for students being considered for placement and conduct/participate in intake interviews.
5. Organize and facilitate staff meetings in assigned areas.
6. Coordinate and develop program/staff schedules for specifically assigned areas of responsibility.
7. Serve as curriculum coordinator for specific content areas as assigned by program administrator.
8. Assist the program administrator in the hiring of new staff or placement of student teachers/interns.
9. Assist the program administrator in organizing staff training schedules and providing orientation and training for new personnel.
10. Attend at the request of the program administrator, PPT/IEP meetings involving more complex student issues.

These statements are intended to describe the general nature and level of work being performed. Specific duties and responsibilities may vary, depending on the assignment. C.E.S. reserves the right to add/ change duties at any time.

This job description has been reviewed by the employee and _____
(print name) understands its content.

Employee Signature

Date: _____

COOPERATIVE EDUCATIONAL SERVICES

Personnel Department Job Description Addendum

Title: Learning Services Team Leader

\$2,000

Responsibilities:

1. Assist program administrator by providing consultation/support/resources to Learning Services professional development staff with regards to current data and theories related to the project.
2. Assist the program administrator with program development, budget implementation, evaluation of programs assigned.
3. Provide ongoing review of current research and best practices related to the project.
4. Organize and facilitate regional focus groups on current topics on an as-needed basis.
5. Serve as a resource on the development of opportunities and corresponding challenges to districts in the C.E.S. region related to the project.
6. Assist the administrator in the hiring of new staff/outside consultants.
7. Attend, at the request of the program administrator, conferences or meetings related to the initiative or project.

These statements are intended to describe the general nature and level of work being performed. Specific duties and responsibilities may vary, depending on the assignment. C.E.S. reserves the right to add/ change duties at any time.

This job description has been reviewed by the employee and _____
(print name) understands its content.

Employee Signature

Date: _____

COOPERATIVE EDUCATIONAL SERVICES

Personnel Department Job Description Addendum

Title: Component Leader: Special Education

\$1,000

Responsibilities:

1. Assist program administrator in the development and organization of educational curriculum for their assigned component level.
2. Offer guidance/support to program staff as requested by program administrator with regard to behavior management, crisis intervention, teaching strategies, IEP development and implementation and general program operating procedures.
3. Assist the program administrator in the orientation and training of new staff.
4. Facilitate regularly scheduled meetings with assigned component staff.
5. Assist the program administrator in the organization and collection of quarterly progress reports, mid-year and annual review reports for students within assigned component.
6. Plan and coordinate special projects/program activities (e.g., CMT/CAPT testing, student awards activities, multi-cultural fair) as assigned by program administrator.

These statements are intended to describe the general nature and level of work being performed. Specific duties and responsibilities may vary, depending on the assignment. C.E.S. reserves the right to add/ change duties at any time.

This job description has been reviewed by the employee and _____
(print name) understands its content.

Employee Signature

Date: _____

COOPERATIVE EDUCATIONAL SERVICES

Personnel Department Job Description Addendum

Title: Teacher in Charge at Six to Six

\$500

Responsibilities:

1. In the absence of program administrator(s), or at the discretion of the program administrator(s), assume responsibility for direct leadership of assigned program and report, as necessary, information to Director.
2. In the absence of program administrator(s), or at the discretion of the program administrator(s) assume full administrative responsibilities in the event of an emergency situation either with a student or in the school in general.

These statements are intended to describe the general nature and level of work being performed. Specific duties and responsibilities may vary, depending on the assignment. C.E.S. reserves the right to add/ change duties at any time.

This job description has been reviewed by the employee and _____
(printed name) understands its content.

Employee Signature

Date: _____

COOPERATIVE EDUCATIONAL SERVICES

Personnel Department Job Description Addendum

Title: Special Projects

\$250-\$1,000*

Responsibilities May Include:

1. Development and implementation of new curriculum or other school wide professional development initiative.
2. Coordinate and develop program/staff schedules for specifically assigned areas of responsibility including planning sessions, peer coaching and mentoring.
3. Serve as curriculum coordinator for specific content areas as assigned by program administrator, which includes planning with consultants, researching and ordering materials.
4. Assist the program administrator in organizing staff training schedules and providing orientation and training for new personnel in the new curriculum or instructional area.
5. Attend at the request of the program administrator, conferences or meetings involving particular curriculum initiative.

*This stipend may be divided among more than one participant per project.

These statements are intended to describe the general nature and level of work being performed. Specific duties and responsibilities may vary, depending on the assignment. C.E.S. reserves the right to add/ change duties at any time.

This job description has been reviewed by the employee and _____
(print name) understands its content.

Employee Signature

Date: _____

MEMORANDUM OF UNDERSTANDING

In the recently concluded negotiations, Cooperative Educational Services and the Cooperative Educational Services Education Association reached the following additional agreements:

1. Extra stipend positions shall be posted annually, and appointments to such positions shall be considered annual appointments. The job descriptions for such positions shall be attached to this Agreement.
2. C.E.S. shall establish a tuition reimbursement account, with a maximum annual expenditure of \$30,000. The procedures for this account shall be similar to those that apply with the current tuition reimbursement account previously established for non-certified employees, provided that these funds shall be allocated so that \$11,000 is available in the fall semester, \$11,000 is available in the spring semester and \$8,000 is available in the summer semester, and provided further the parties shall consult over the details of these procedures, including provision for assuring that employees who participate during the summer return to employment in the fall.

/s/ Troy Ellen Dixon
For Cooperative Educational Services
Representative Council

/s/ Stacey Cannon
For Cooperative Educational Services
Education Association

POLICY FOR TUITION REIMBURSEMENT PLAN: CERTIFIED PERSONNEL

I. ELIGIBLE EMPLOYEES

Any certified employee may apply for tuition reimbursement payment who meets the following criteria:

- Two years of continuous employment at C.E.S.;
- Scheduled to work 20 hours or more per week;
- Attendance over prior two years of employment 95% or better (e.g., average of 177 days or better for full-year academic year employees).*
- Recommendation of Program Administrator.

*In the event that there is an extended absence in a given year due to a medical doctor certified disability for an employee, the attendance of the year prior to the most recent two year period may be considered in lieu of the year in which the absence due to the disability occurred.

II. ELIGIBLE COURSES (one or more of the following)

Eligible courses for tuition reimbursement must be from accredited schools and/or organizations. This may include on-line courses that meet one or more of the eligibility criteria below and lead to either academic credit or a professional certificate. All course work eligible for reimbursement must be outside of regular work hours.

- A course designed to improve skills for current position at C.E.S., or
- A course that is part of a planned program leading to an academic degree or professional certificate related to a professional career at C.E.S.

III. REIMBURSEMENT CRITERIA

Reimbursement will be for the cost of the course only.

Reimbursement for course work will be at the maximum rate of 70% of the total cost of the course but may not exceed \$750. Total reimbursement for the year for all eligible applicants will be limited to the set-aside amount designated for the year.

Reimbursement is limited to one course per employee per semester.

Reimbursement will be made to the employee only if they have successfully completed all necessary requirements of the course and achieved either:

- A grade of B or better (for course offering a grade), or
- A passing grade (for courses solely offering Pass/Fail criteria)

A staff member must continue as a C.E.S. employee **through the end of the fiscal year in which the course is taken** in order to remain eligible for actual reimbursement.

IV. EFFECTIVE DATE:

This policy shall be effective July 01, 2007.

APPLICATION PROCESS

The agency application must be completed and submitted in accordance with the following date for each application period:

- Fall Semester Course – July 1st
- Spring Semester Course – December 1st
- Summer Session Course – May 1st

The application for reimbursement must be in writing on the designated agency form (see attached).

The written application must be completed in its entirety and must be printed/typed legibly.

APPROVAL PROCESS

Each application must have the written endorsement of the employee's immediate supervisor (e.g., Program Administrator) after consultation with the employee.

Applications will be reviewed by the Executive Director and Leadership Team within 30 business days of the application deadline. The Executive Director and Leadership Team will decide the following:

- Whether the application for reimbursement is approved/denied;
- The amount of the reimbursement, if approved.

The Executive Director will convey all decisions to applicants in writing within one week (or 5 business days) of the review meeting. Applicants who are not approved for reimbursement will receive a written explanation of why the application was denied. All decisions on applications for reimbursement are final.

REIMBURSEMENT PROCEDURES

An employee will receive the tuition reimbursement authorized at the time of approval upon:

- **Successful completion of the course and continued employment at C.E.S. through the end of the fiscal year in which the course is taken;**
- Providing a copy of the tuition receipt for the course;
- Providing an official grade report or transcript reflecting a B or better or a Passing Grade.

Reimbursement /s will be issued to employees by July 15th of each fiscal year.

FUNDING

Annually the Executive Director will recommend to the C.E.S. Representative Council the set aside amount for tuition reimbursement. This amount or maximum pool will be designated from the preceding years fund balance. These funds will be placed in the Executive Director's budget and designated exclusively for tuition reimbursement.

The cycle of applications will begin for fall courses for the designated fiscal year, followed by applications for winter/spring courses and then summer course offering.

The recommended reimbursement pool is: **\$30,000 to be distributed as follows:**

- **Fall Courses = \$11,000**
- **Winter/Spring Courses = \$11,000**
- **Summer Courses = \$8,000**

These target percentages may be modified at the discretion of the Executive Director.

Any unexpended reimbursement funds from the previous application period may be extended to the next application period for a given year. Any unexpended funds for a given fiscal year will be returned to the agency fund balance.

If the cost of the approved offerings for an application period exceeds the monies available for an application period, the reimbursement amounts for approved applications may be prorated below the maximum allowable reimbursement (70%). Employees will be notified of this decision prior to the beginning of the course.

Cooperative Educational Services
Application for Tuition Reimbursement - Certified

Application Deadlines:

Fall Semester: July 1st
Spring Semester: December 1st
Summer Session: May 1st

Employee's Name: _____ **Date Hired:** _____

Assigned Program/Division: _____

Position: _____

Course Name (# if applicable): _____

Institution: _____

Date Course Begins: _____ **Anticipated Ending Date:** _____

Cost of Course: \$ _____

Document one or more of the following:

Anticipated benefits of course to your current job skills; how the course will advance your career; and/or how the course will lead to position advancement:

I have met the criteria for tuition reimbursement as stated in the C.E.S. Tuition Reimbursement Plan and I understand that the approval of this tuition reimbursement request is at the discretion of C.E.S. I further understand that reimbursement is contingent upon my remaining a C.E.S. employee **through the end of the fiscal year in which the course is taken** and my obtaining a grade of B or better or a passing grade.

Signature of Employee: _____ **Date Submitted:** _____

Immediate Supervisor's Endorsement: _____
(Signature) (Date)

Submit completed application to C.E.S. Executive Director

Date Received: _____ **Date Reviewed:** _____

Disposition to be completed by Executive Director

Request Approved: _____ **Request Denied:** _____

If Approved: Reimbursement Amount \$ _____

If Denied: Reason for Denial: _____

Executive Director's Signature: _____ **Date:** _____

Effective: July 01, 2007

ADDENDUM A

HSA POS/PPO

- \$1,500/3,000 Annual Deductible; Preventive Services at 100% with No Deductible. C.E.S. will contribute 50% of the deductible in each of the three years of this contract (2013-2016).
- 100/0% In- and 80/20% Out-of-Network Coinsurance
- \$3,000/6,000 Annual Out-of-Pocket Maximum
- Preventive Services at 100% with no Deductible; Prescriptions covered as any other medical expense.
- C.E.S. will be responsible for regular monthly bank maintenance fees.

MEMORANDUM OF AGREEMENT

In the recently-concluded negotiations, the parties agreed as follows:

1. There shall be an early dismissal day at Six-to-Six on each of the two evening parent conference days.
2. The parties have clarified that, in implementing Article IX, Section 8.3, any past practice to the contrary notwithstanding, leave under this section shall be limited to the period of actual disability.
3. The parties have clarified that, in implementing Article IX, Section 9.3, and any past practice to the contrary notwithstanding, employees not providing such sixty (60) day notice shall not be granted such leave. Such notice period includes the period of disability, and thus notice must be given sixty days prior to the end of said disability period.

COOPERATIVE EDUCATIONAL
SERVICES

COOPERATIVE EDUCATIONAL
SERVICES EDUCATION ASSOCIATION

By its Executive Director Date
Evan Pitkoff, Ed.D.

By its President Date
Stephanie Wanzer