#### AGREEMENT

between the

# HARTLAND BOARD OF EDUCATION

and the

# HARTLAND EDUCATION ASSOCIATION

July 1, 2014 - June 30, 2017

#### TABLE OF CONTENTS

|   | ARTICLE I - PREAMBLE                                  | 1        |
|---|---|----------|
|   | ARTICLE II - RECOGNITION                              | 1        |
|   |   |          |
|   | ARTICLE III - BOARD RESPONSIBILITIES AND PREROGATIVES | 2        |
|   | ARTICLE IV - PROFESSIONAL NEGOTIATIONS                | 2        |
|   | ARTICLE V - GRIEVANCE PROCEDURE                       | 2        |
|   | DEFINITION  | 2        |
|   | PURPOSE   | 2        |
|   | TIME LIMITS   | 2        |
|   | INFORMAL PROCEDURES                                   | 3        |
|   | CONTENT OF WRITTEN GRIEVANCE                          | 3        |
|   | FORMAL PROCEDURE                                      | <u>3</u> |
|   | ARTICLE VI - SALARY SCHEDULE                          | 5        |
|   | PLACEMENT ON THE SALARY SCHEDULE                      | 5        |
|   | WITHHOLDING OF INCREMENT                              | 6        |
|   | HEAD TEACHER  | 6        |
|   | EXTRA-INSTRUCTIONAL ACTIVITIES                        | 6        |
|   | TEAM MENTOR   | 6        |
|   | PAYMENT OF SALARY                                     | 6        |
|   | TUITION REIMBURSEMENT                                 | 7        |
| ł | ARTICLE VII - INSURANCE                               | 7        |
|   | HEALTH INSURANCE                                      | 7        |
|   | DENTAL COVERAGE                                       | 9        |
|   | HEALTH INSURANCE WAIVER                               | 9        |
|   | LIFE INSURANCE  | 9        |
|   | LONG TERM DISABILITY                                  | 9        |
|   | PART-TIME EMPLOYEES                                   | 9        |
|   | MISCELLANEOUS   | 10       |
| A | ARTICLE VIII - SALARY DEDUCTIONS                      | 10       |
|   | SERVICE FEE   | 10       |
|   | Conditions of Continued Employment                    | 10       |
|   | Deductions  | 11       |
|   | Subsequent Employment                                 | 11       |
|   | Forwarding of Monies                                  | 11       |
|   | Reference to Association                              | 11       |
|   | CREDIT UNION DEDUCTIONS                               | 11       |
|   | TAX SHELTERED ANNUITIES-AND IRAs                      | 12       |
| A | RTICLE IX - ENPLOYMENT YEAR                           | 12       |
|   |   |          |

| ARTICLE X - DUTY FREE LUNCH                         | 12               |
|---|------------------|
| ARTICLE XI - LEAVES OF ABSENCE                      | 12               |
| SICK DAYS   | 12               |
| PERSONAL LEAVE                                      | 13               |
| PROFESSIONAL DAYS                                   | 13               |
| IN-SERVICE DAYS                                     | 13               |
| TEACHER CONFERENCE DAYS                             | 13               |
| PREGNANCY AND ADOPTION RELATED LEAVE                | 14               |
| FIFTH'S DISEASE                                     | 14               |
| ARTICLE XII - REDUCTION IN FORCE                    | 15               |
| ARTICLE XIII - RECALL PROCEDURE                     | 15               |
| ARTICLE XIV - JUST CAUSE                            | 15               |
| ARTICLE XV - BOARD POLICIES                         | 16               |
| ARTICLE XVI - FACILITIES                            | 16               |
| ARTICLE XVII - IMPACT                               | 16               |
| ARTICLE XVIII - PREPARATION TIME                    | 17               |
| ARTICLE XIX - LONGEVITY                             | 18               |
| ARTICLE XX - VACANCIES                              | 18               |
| ARTICLE XXI - DURATION                              | 18               |
| APPENDIX 1 (A)                                      | 19               |
| 2014-2015   |                  |
| APPENDIX 1 (B)                                      | 20               |
| 2015-2016   | Si k × i kgk k − |
| APPENDIX 1 (C)                                      | 21               |
| 2016-2017   |                  |
| APPENDIX 2 (A)                                      | 22               |
| AUTHORIZATION FOR PAYROLL DEDUCTION OF PROFESSIONA  |                  |
| APPENDIX 2 (B)                                      | 23               |
| AUTHORIZATION FOR PAYROLL DEDUCTION OF CREDIT UNION |                  |
| APPENDIX 2 (C)                                      | . 24             |
| AUTHORIZATION FOR DEDUCTION FOR TAX SHELTERED ANNU  |                  |
| APPENDIX 3  | 25               |
| BOARD OF EDUCATION POLICIES                         | ,                |

This AGREEMENT is made and entered into by and between the HARTLAND BOARD OF EDUCATION (hereinafter referred to as the "BOARD"), and the HARTLAND EDUCATION ASSOCIATION (hereinafter referred to as the "ASSOCIATION").

#### ARTICLE I: PREAMBLE

Recognizing that the primary purpose of the Hartland School is to provide education of the highest quality for the children of Hartland we, the undersigned parties to this contract, agree to the following principles:

- 1. The Board, elected by the citizens of Hartland, is a public body established under and with duties, powers, responsibilities and rights provided by the laws of the State of Connecticut and the applicable rules and regulations of administrative agencies issued under such authority.
- 2. The Superintendent of Schools of the Town of Hartland (hereinafter referred to as the Superintendent) is the executive officer of the Board, and as such, administers and directs the operation of the Hartland School System in accordance with the decisions of the Board.
- 3. The professional staff of the Hartland School System shares with the Board and the Superintendent/principal responsibility for providing for pupils of the Hartland School System education of the highest possible quality consistent with the policies of the Board, and the professional staff has the major role of direct contact with pupils.
- 4. The Association recognizes that the basic duty of each professional employee is to use his/her skill and expertise in the most effective and proper manner to improve the quality of education offered by the Hartland School System.
- 5. "He"/"She" will hereinafter refer to any person. "Days" shall hereinafter mean days that school is in session.

#### ARTICLE II: RECOGNITION

The Board hereby recognizes the Hartland Education Association as the exclusive representative of all certified professional personnel below the rank of Superintendent/principal, including employees holding a durational shortage area permit, and excluding temporary substitute teachers, for the purpose of negotiations with respect to salaries and other conditions of employment pursuant to Connecticut General Statutes, until such time as the professional certified personnel represented shall choose other representatives.

#### ARTICLE III: BOARD RESPONSIBILITIES AND PREROGATIVES

All rights, powers, authority, and prerogatives of the Board shall continue to remain exclusively vested in the Board unless specifically limited by the express provisions of this agreement.

#### ARTICLE IV: PROFESSIONAL NEGOTIATIONS

The parties hereto agree to meet to commence negotiations in accordance with sections 10-153a through 10-153j of the Connecticut General Statutes.

#### ARTICLE V: GRIEVANCE PROCEDURE

#### A. Definition:

A "grievance" shall mean a complaint by an employee(s) of the Hartland School system that there has been to him/her a personal loss, injury or inconvenience because of a violation, misinterpretation, or inequitable application of a specific provision of this agreement or of an established policy governing employees, except that the term "grievance" shall not apply to (a) any rule or regulation of the State Commissioner of Education or (b) any by-laws of the Board of Education existing at the date of the contract or (c) any matter which, according to law, is either beyond the scope of Board authority or limited to unilateral action by the Board alone.

#### B. Purpose:

Nothing herein contained shall be construed as limiting the right of any teacher having a problem to discuss the matter informally with any appropriate member of the administration or with any appropriate representative of the Association at any time. Any certified professional employee or group of employees shall have the right at any time to present any grievance to such persons and through such channels as are designated for that purpose in this article. Said employee or group of employees shall have the right to withdraw a grievance at any step of the informal or formal procedure.

#### C. Time Limits:

- 1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
- 2. In the event a grievance is filed on or after June 1, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable, by mutual agreement of the parties in interest.

Any reference to "days" in Article V of this agreement shall mean days when school is in session except that during the summer intermission "days" shall mean business days.

- 3. If a teacher does not file a grievance in writing within fifteen (15) days after the act or condition on which the grievance is based, then the grievance shall be considered to have been waived.
- 4. Failure by the teacher 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 and such decision shall thereafter be binding upon the teacher and the Association

#### D. Informal Procedures:

- 1. If a teacher feels that he/she may have a grievance he/she should 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, he/she shall have the right to have the Association assist his/her in further efforts to resolve the problem informally with the principal.

#### E <u>Content of Written Grievance</u>:

- 1. The Written Grievance will contain:
  - a. A concise statement describing the alleged violation.
  - b. The date or dates of the alleged violation.
  - c. The employee or employees aggrieved.
  - d. The redress sought.
  - e. Other pertinent data, such as witnesses and circumstances.
  - f. The specific article and paragraph that is alleged to have been violated.
- 2. No new or additional claims will be admitted as part of this grievance.

#### F. Formal Procedure:

- 1 Level One School Principal:
  - a. If a teacher is not satisfied with the outcome of informal procedures, or if he/she has elected not to utilize such procedures, he/she may present his/her written grievance to the principal.
  - b. The principal shall, within five (5) days after the receipt of the written Grievance, render his/her decision and the reasons thereof, in writing to the teacher.

c. If the principal and the Superintendent is the same person, Level One (1) shall be omitted, and the formal procedure shall commence with Level Two (2).

#### 2. Level Two - Superintendent of Schools:

- a. If the teacher is not satisfied with the disposition of his/her grievance at Level One, he/she may, within five (5) days, file his/her written grievance with the Superintendent of Schools.
- b. The Superintendent shall, within ten (10) days after receipt of the referral, meet with the teacher for the purpose of solving the grievance.
- c. The Superintendent shall, within three (3) days after the hearing, render his/her decision and the reasons thereof, in writing to the teacher.
- d. If the principal and the Superintendent are the same person and a teacher is not Satisfied with the outcome of the formal proceedings, or if he/she has elected not to utilize such proceeding, he/she may present her written grievance to the Superintendent, and thereafter the procedure as specified in sub-paragraphs (b) and (c) of Level Two shall apply.

#### 3. Level Three - Board of Education:

- a. If the teacher is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within six (6) days after the decision or hearing, file his/ her written grievance with the Association, for appeal to the Board of Education.
- b. The Association may, within five (5) days after receipt, refer the appeal in writing to the Board of Education.
- c. The Board of Education shall, within ten (10) days after receipt of the appeal, meet with the teacher and 2 representative of the Association for the purpose of resolving the grievance. The Board shall, within ten (10) days of the meeting with the teacher, render its decision and the reasons thereof in writing to the teacher, with a copy sent also to the President of the Association. A taped record of such hearing shall be kept by the secretary of the Board of Education and made available to involved parties upon written request.

4. Level Four — Arbitration:

a. The Association may file an appeal on behalf of a teacher, and the expenses of arbitration are to be borne equally by the Association and the Board of Education.

- b. Notice of the Association's intent to invoke arbitration must be given to the Superintendent of Schools within five (5) days of the Association's receipt of the Board's answer at Level Three.
- c. Within five (5) days of the filing of the intent to arbitrate, the Board and the union, through selected representatives, shall endeavor to jointly select a single arbitrator. If within five (5) days a joint selection has not been made, the American Arbitration Association shall be called upon within two (2) days to select the single arbitrator. The arbitrator shall, within ten (10) days after the hearing, render a decision in writing, to all parties of interest, setting forth the facts found and the decision\_ The decision of the arbitrator shall be binding and final action by the Board of Education will be taken within ten (10) days of receipt of the decision.

#### ARTICLE VI: SALARY SCHEDULE

and costs as reaching the

A. Placement on the Salary Schedule:

The salary schedule listed in Appendix 1 of this agreement shall be interpreted and applied in accordance with the following definitions:

"subly to 1 th 1 miles" of a sec-

- BA A baccalaureate degree earned at an accredited college or university.
  - BA + 15 The completion of fifteen (15) credits beyond the baccalaureate degree at an accredited college or university in an approved program leading to an MA degree\_
  - MA A master's degree earned at an accredited college or university.
  - MA +15 The completion of fifteen (15) credits beyond the master's degree at an accredited college or university.
  - MA + 30 The completion of thirty (30) credits beyond the master's degree at an accredited college or university.

In order to receive salary credit for MA+ credits, all staff members must submit a program of courses that applies to their teaching assignments. Said program shall be approved by the Superintendent.

In order to apply for salary credit, the Superintendent must be notified prior to February 1 of academic credits expected to be completed prior to the start of the fiscal year in which the new salary shall take effect. All credits intended to be used for this purpose shall be reviewed by the Superintendent prior to the start of the new fiscal year.

#### B. Withholding of Increment:

The Board reserves the right to withhold an increment in cases where service is deemed less than satisfactory. A decision to withhold an increment or longevity pay will be made by the Superintendent of Schools. A teacher must be notified in writing prior to April 1 of the Superintendent's decision to withhold an increment. Such action shall be based upon written evidence from the teacher's personnel file. This evidence shall indicate the administrative efforts to help the teacher that have been made during the current school year prior to April 1

#### C. Head Teacher:

A head teacher shall be designated by the School Board at a stipend of \$1,000 per annum for the 2014-2015 school year; \$1,250 for the 2015-16 school year; and \$1,500 for the 2016-17 school year. Hershel shall act as administrator in charge when the Superintendent/principal is not in the school building.

#### D. Extra-Instructional Activities:

Upon yearly review and approval by the Board of Education, and availability of budget funding, the following: extra-instructional activities will be compensated as follows:

| Drama  | <b>2014-15</b><br>\$1,750/annum   | <b>2015-16</b><br>\$1,750/annum   | <b>2016-17</b><br>\$2,000/annum   |
|--|-----------------------------------|-----------------------------------|-----------------------------------|
| Yearbook   | \$500/annum                       | \$600/annum                       | \$700/annum                       |
| Overnight Field Trips<br>Middle School Dance Chaperone | \$125/night/teacher<br>\$75/event | \$125/night/teacher<br>\$75/event | \$125/night/teacher<br>\$75/event |
| Jazz Band  | \$1,500/annum                     | \$1,500/annum                     | \$1,500/annum                     |
| Chorus   | \$1,500/annum                     | \$1,500/annum                     | \$1,500/annum                     |
| Memorial Day Music Performanc                          | e \$100/annum                     | \$100/annum                       | \$100/annum                       |
| Student Council Advisor                                | \$300/annum                       | \$400/annum                       | \$500/annum                       |
| Cultural Arts Coordinator                              | \$500/annum                       | \$500/annum                       | \$500/annum                       |
| STEM Night Coordinator                                 | \$250/annum                       | \$250/annum                       | \$250/annum                       |
| STEM Night Content Leaders (4)                         | \$50/Content                      | \$50/Content                      | \$50/Content                      |
| CT Invention Convention Coord.                         | \$250/annum                       | \$250/annum                       | \$250/annum                       |
| Middle School Team Leader                              | \$500/annum                       | \$750/annum                       | \$1,000/annum                     |

E. TEAM Mentor will be compensated as follows:

\$500/mentee/annum

#### F. Payment of Salary:

If the teacher's authorization has been received prior to June 15, he/she may be paid by the following options:

- The teacher shall be paid 1/26 of his/her annual salary every other Friday commencing with the Friday closest to September 15. The balance of annual salary due is to be paid on or before June 30 of each school year.
- 2. The teacher's annual salary shall be paid every two (2) weeks for twenty-one (21) equal payments commencing with the Friday closest to September 15. If employment is terminated prior to the end of the regular school year, the effected teacher's pay will be prorated on the basis of the number of days he/she has actually taught.

U. <u>I UIUUII INGIIIIUUI SOIIIOIII.</u>

The Board will create a fund equal to \$2,500 per year for tuition reimbursement.

- 1. Teachers who have completed courses 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 Hartland School and remains in the employment of the school for at least one additional year.
- 2. Such application must be made by June 15th of each year.
- 3. The fund shall reimburse teachers for each credit hour in an equal amount obtained by dividing the \$2,500 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.
- The reimbursement shall be paid to the teacher by June 30th of the school year in which the course was completed.
- 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 Hartland School duties of the teacher.
- 8. Teachers must apply to the Superintendent for approval of courses.

1766.17<sup>12</sup> 11.7<sup>12</sup> 11.1<sup>12</sup> 11.1<sup>12</sup>

 A prorated amount shall be paid to part-time teachers working less than fifty percent (50%).

ARTICLE VII: INSURANCE

A. Health Insurance:

Beginning in 2014-15, the Board will provide all full-time teaching personnel with an option to be enrolled in either the Flex POS Insurance Plan or the High Deductible Health Plan/Health Savings Account (HDHP/HSA) Insurance Plan. All new employees hired after June 30, 2014 will automatically be enrolled in the HDHP/HSA Plan.

Fiex POS Plan

The Board will provide all full-time teaching personnel with the following health insurance coverage funded by the Board at 81.5% in 2014-15, 80.5% in 2015-16 and 79.5% in 2016-17. Employee contributions will be on a pre-tax basis to be deducted from salary.

A PPO type coverage with managed benefits and subject to the following:

In-Network \$0 Preventive care \$25 Home and Office co-pay \$25 Specialist \$30 Urgent care \$300 Hospital admission charge \$200 Out-patient surgery charge \$75 Emergency room charge Lifetime maximum: Unlimited

Out of Network Deductibles of \$600/\$1,000/\$1,200 Co-insurance of 80%/20% Co-Insurance Max \$1,200/\$2,000/\$2,400 Out of Pocket Max \$1,800/\$3,000/\$3,600 Lifetime maximum: Unlimited

Prescription Drug: A 3-tier public sector product with copays of \$10 generic drugs/\$25 listed brand name drugs/\$35 unlisted drugs with two times retail copay for 90 day supply mail order (30 day retail) and an unlimited maximum.

#### HDHP/HSA Plan:

The Board will provide all full-time teaching personnel electing the HSA Plan funded by the Board at 88% in the 2014-15, 87% in the 2015-16, and 86% in 2016-17 school years.

| Office Visit       | See Deductible & Co-Insurance |
|--------------------|-------------------------------|
| Specialist Visit   | See Deductible & Co-Insurance |
| Hospital Co-pay    | See Deductible & Co-Insurance |
| ER Co-pay          | See Deductible & Co-Insurance |
| Urgent Care Co-pay | See Deductible & Co-Insurance |
| Outpatient Co-pay  | See Deductible & Co-Insurance |

Deductible\$1,500/\$3,000Coinsurance80% Out-Of of NetworkCoinsurance Max\$1,500/\$3,000 Out of NetworkOut of Pocket Max\$3,000/\$6,000 In/Out of NetworkRx Co-paysCovered after DeductibleAnnual HSA Funding by the Board 50% -- July 1 payment by the Board

#### B. Dental Coverage:

The Board will provide dental coverage equivalent to the Delta Dental Premier Plan 3. The insurance company will pay the participating dentist on behalf of each enrolled member 80% of an amount equal to his or her usual charge for the services, provided such charge is not in excess of the usual and reasonable charge for dental services in the area where the services are rendered.

#### C. Health Insurance Waiver:

Teachers who elect to waive medical and/or dental health insurance coverage by the Board of Education shall receive a stipend subject to the following:

1. Teachers waiving coverage shall receive a stipend equal to twenty percent (20%) of the premium cost for the school year in which the coverage was waived.

2. The stipend shall be paid in June of the school year for which the coverage was waived.

3. Should personal circumstances change through death, marriage, divorce or change of a spouse's employment status, teachers who have waived coverage shall be able to regain such coverage.

D. Life Insurance: The Board shall provide teachers with group term life insurance in the amount of \$100,000.

Lat Para to is

9

#### E. Long Term Disability

The Board shall offer a Long Term Disability plan in which the teachers may participate at their own expense.

#### F. Part-time Employees:

The Board will provide less than full-time teachers payment of premiums equal to the proportion of teaching time for which they are hired up to the percentage of 100 less the employee contribution as indicated in Sections A and B of this Article.

#### G. Miscellaneous:

1. If an increase in rates should occur after the beginning of school, the Board shall assume the increase.

2. The Board may change insurance carriers and/or change the pooling structure so long as the new insurance coverage provides a level of benefits and services substantially equivalent to or better than the current insurance coverage and the Association approves the change. Such approval shall not be unreasonably withheld.

At least sixty (60) days prior to effecting a proposed change, the Board shall notify the Association of such proposal in writing. Upon request, the parties shall meet to discuss the proposed change. Should the parties disagree as to whether the proposed change would provide substantially equivalent coverage, the disagreement shall be subject to impartial arbitration before a mutually agreeable arbitrator. Should arbitration be pursued, the Board will not implement the proposed change before the arbitrator's decision has been issued in writing.

3. Death Benefit: If a teacher dies while employed by the Hartland Board of Education, the health insurance for the deceased teacher's dependent (s) will remain in effect for twenty four (24) weeks.

#### ARTICLE VIII: SALARY DEDUCTIONS

#### A. Service Fee:

#### Conditions of Continued Employment:

All teachers employed by the Hartland board of Education shall, as a condition of 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. The Association agrees to indemnify and hold harmless the Hartland Board of Education and any of its members, employees and agents from any loss, penalty, reasonable attorney's fees, or litigation expenses incurred as a result of, or in connection with, the

Board's good faith compliance with any aspect of the deduction of the service fee and/or enforcement of this article.

#### Deductions:

The Hartland Board of Education 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 deduction for membership dues shall be divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The service fee deduction shall be 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 of Education prior to the opening of school each year. The amount of service fee shall be certified by the Association to the Board of Education prior to January 1 of each school year.

#### Subsequent Employment:

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

#### Forwarding of Monies:

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

#### Reference to Association:

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

# B. Credit Union Deductions:

The Board agrees to deduct from the salaries of its employees such amounts as said employees individually and voluntarily authorize the Board to deduct, and to transmit such sums promptly to an appropriate credit union for deposit to such employee's account.

Employee authorization for such deductions shall be in writing on the form attached hereto as "Appendix 2-B".

C. Tax Sheltered Annuities and IRAs:

The Hartland Board of Education agrees to deduct from the salaries of an employee such amounts as said employee individually and voluntarily authorizes the Board to deduct and to transmit such sums promptly to an appropriate institution for deposit to such employee's account. Employee authorization for such deductions shall be in writing on the form attached hereto as "Appendix 2-C".

#### ARTICLE IX: EMPLOYMENT YEAR

The employment year for teachers shall be one hundred eighty six (186) days. One hundred eighty two (182) days shall be student instructional days. The nonstudent work days/Professional Development days will be scheduled after teachers are provided with an opportunity for input and before the school calendar is finalized.

#### ARTICLE X: DUTY FREE LUNCH

All teachers shall have an uninterrupted duty-free lunch period daily of twenty-five (25) minutes.

#### ARTICLE XI: LEAVES OF ABSENCE

A. Sick Days:

1. Each teacher is entitled to sick leave with full pay up to fifteen (15) days in each contract year. Unused sick leave shall be cumulative from year to year to a maximum of one hundred eighty-six (186) days, as long as the teacher remains continuously in the employment of the Board.

2. In the event of an absence of five (5) consecutive days, the Superintendent may request the teacher to provide a certificate from his/her physician confirming the sickness or the

ability of the teacher to return to work and perform his/her duties. Any teacher who uses three (3) or less sick leave days in any one school year, may annually return to the Board five (5) days of his/her unused sick leave for the year, and shall be reimbursed at the rate of full current substitutes' pay for each day returned. The teacher wishing to return five days of his/her unused sick leave shall notify the Superintendent before the last day of the school year.

3. Up to fifteen (15) days per year of the teacher's annual sick leave may be used to care for an ill member of the teacher's immediate family. For the purposes of this specific article, immediate family shall be defined as spouse, child or parent.

4. Any teacher hired by the Hartland Board of Education prior to July 1, 1999, shall be eligible for the following benefit:

Upon retirement from teaching, accumulated sick leave shall be reimbursed at the rate of full current substitutes pay. His/hers Normal Retirement Date is considered to be the end of the school year following either (1) his/her attainment of age sixty, if he/she will have at that time at least twenty years of Connecticut teaching service, or (2) his/her accrual of thirty-five years of service, at least twenty five of which are service in the public schools of this state, if earlier than age sixty.

5. Each teacher shall be notified annually of his/her current accumulated sick leave.

B. Personal Leave:

1. Three (3) personal days will be available for professional staff to conduct business that cannot be otherwise conducted outside of working hours.

and the set has a set of

- a. Such leave may be taken in full or half day increments.
- b. Proper advanced notification must be provided to the Superintendent.
- 2. Bereavement leave of five (5) days per contract year for immediate family; immediate family shall be defined as spouse, parents, child, grandparents, mother-in-law, father-in-law, brother, sister or any other individual living in a teacher's household. One (1) day for a close personal friend.

3. If an emergency need arises for additional personal leave, written application shall be made to the Board for its consideration of remunerative compensation.

C. Professional Days:

Each teacher, upon request, at the availability of funds and at the discretion of the Superintendent will be permitted to attend recognized educational meetings or visit and study other school systems.

a first the first state of the

D. In-Service Days:

There shall be in-service half (1/2) days for Board approved workshops, seminars, and professional improvement sessions.

E. Teacher Conference Days:

When after school teacher-parent conferences are scheduled (twice per year each for 2 days), the school will be placed on an early dismissal schedule for two (2) days.

#### F. Pregnancy and Adoption Related Leave:

- A teacher who becomes sick or disabled due to pregnancy or childbirth shall, upon her request; be placed on sick leave for childbearing purposes. 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.
  - a. Teachers who anticipate using this form of sick leave should notify the Superintendent as far in advance of the anticipated commencement date of leave as possible.

b. Any teacher on such leave without enough sick leave accumulation to last the length of the leave shall have medical and other insurance benefits continue for the duration of the leave at the expense of the Board.

2. Any certified member of the bargaining unit shall be entitled, upon written request submitted to the Superintendent of schools, to a leave of absence 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 any school year or portion thereof, in which the child is born or adopted and for one additional year if requested by the employee.

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

a. Employees requesting leave shall submit not less than thirty (30) days written notice of the anticipated date of commencing such leave.

b. Teachers on child rearing leave may continue their medical/life insurance benefits through the board of education group rate, but at their own expense, except as provided for under the Family and Medical Leave Act of 1993.

c. Teachers returning from child rearing leave will move up on the salary scale if they have taught for at least five months during the school year in which the leave commences.

d. Upon completion of the child rearing leave, the teacher shall return to the position vacated or to an equivalent position.

e. The period of child rearing leave shall not be counted toward seniority, but such leave shall not constitute a break in seniority.

#### Fifth's Disease:

3. Upon discovery of any illness within the school system that may reasonably constitute a danger to the fetus of a pregnant teacher, which danger cannot be eliminated by transfer of the teacher, the teacher shall be placed on leave with full pay and benefits and without loss of accumulated sick leave. Such leave will continue until: (1) medical testing has established that the teacher is immune to the illness, or (2) the illness is no longer present in the school system, whichever occurs first.

#### AKTICLE AII: KEDUCTION IN FUNCE

In the event a reduction of professional staff becomes necessary, the first employees to be terminated would be those holding a durational shortage permit. Those who have not attained tenure would be terminated next. If all teachers have tenure, the professional with the least amount of time in the Hartland School system would be first to be terminated, followed in ascending order to the teacher with the greatest seniority.

#### ARTICLE XIII: RECALL PROCEDURE

A. The name of any teacher who has been laid off shall be placed upon a reappointment list and remain on such list for one year provided such teacher does not refuse a reappointment and provided such teacher applies in writing by registered mail for retention of his/her name on said list on or before June first of the year subsequent to his/her termination. Said teacher shall notify the Board of any changes of certification and/or qualifications.

B. Any teacher on the reappointment list shall receive a written offer of reappointment at least fifteen days prior to the date of re-employment. The teacher shall accept or reject the appointment in writing within ten days of receipt of notification. If he/she accepts the appointment, he/she shall receive a written contract at least fifteen (15) days prior to the effective date of re-employment, where possible.

C. Recall shall be based on a reversal of the reduction in force procedure.

D. No new teacher shall be hired in a subject area or grade level until all laid-off teachers certified and qualified from that subject area or grade level have been recalled or decline the opening.

in the second second

E. Teachers being recalled shall be placed at the top of the list of all teachers whose length of seniority is the same as that of the returning teacher.

F. The separation of a teacher pursuant to this procedure will not affect any fringe benefits earned and/or accumulated, or benefits to be earned and/or accumulated when reemployed, with the exception of salary schedule increments and years of service as applied to teachers' retirement.

#### ARTICLE XIV: JUST CAUSE

No material originating after original employment shall be placed in a teacher's personnel file unless the teacher has been notified and has had an opportunity to review the material. The teacher may submit a written notation 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 placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

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

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, denied an increment, suspended, or given any adverse evaluation without reasonable and just cause. If a teacher is to be formally disciplined, reprimanded or otherwise deprived of any professional advantage by the Board or its agents, he/she shall receive at least 24 hours advance notice, and shall be entitled to receive a statement of reasons in writing, and to have a representative of the Association present.

#### ARTICLE XV: BOARD POLICIES

The Board shall provide the Association President with a copy of its policies and by-laws. The Board shall provide each teacher with a copy of this agreement.

#### ARTICLE XVI: FACILITIES

The Board shall provide the staff with:

1. Teachers' room.

2. Parking facilities adjacent to the school.

- 3. Telephone extension in the teachers' room.
- 4. A minimum of one private phone within the building with long distance access. All private long distance calls shall be at the expense of the teacher.

#### ARTICLE XVII: IMPACT

- 1. If the Board lengthens the school day beyond the hours in effect during the 2010-2011 school year, it shall compensate affected unit members at the rate of compensation based upon a prorating of each unit member's annual salary equal to a percentage of the time the school day is extended.
- 2. The hourly stipend for summer work, work during vacations or weekends, after-school curriculum work, or professional development beyond the school day will be an hourly stipend of \$31 per hour for the 2014-15 school year; \$32 per hour for the 2015-16 school year; and \$33 per hour for the 2016-17 school year. Such work must be pre-approved by the Superintendent of Schools.

In the event that a teacher is required by the Board to do work during non-scheduled work time, during vacations or weekends, aside from the work in the above paragraph, the teacher shall be compensated by prorating the teacher's then current individual per diem salary for the day, or a part thereof, worked by the teacher This provision shall apply to required appearances in court legal proceedings, required participation in PPT Meetings, and participation in required training.

- 3. On the date this provision becomes effective, staff meetings, professional development, curriculum, curriculum sub-committee, parent conferences, and parents' nights shall be deemed part of the normal school day, provided the number and duration of such meetings are consistent with past practice.
- 4. If the Board lengthens the amount of time required of unit members to attend parent conference meetings or increases the number of required evening/parents' night events beyond that consistent with past practice, it shall compensate unit members according to an hourly rate. Such rate shall be established by dividing the unit member's daily rate of pay by 7 hours. This rate shall then be multiplied by the number of hours and/or parts of hours that the increased parent conference time requires.

5. In the event the Board changes the number of hours in the school day or the number of school days in the school year in a manner which would require negotiations under state law, and if the parties cannot agree upon compensation according to the provisions of this contract, the parties shall negotiate the impact of this change in accordance with the terms of this provision. Such negotiations, if not amicably resolved, shall be subject to the impasse resolution procedure set forth in 10-153, et. Seq., of the Connecticut General Statutes.

Effective the start of the 2005-06 contract year, the student school day shall be increased by five (5) minutes. The teacher work day remains at fifteen (15) minutes before and fifteen (15) minutes after school.

6 This impact statement shall not become operative when teachers attend or participate in such meetings or school activities they have been required to attend or participate in as a matter of past practice.

#### **ARTICLE XVIII: PREPARATION TIME**

Every reasonable effort shall be made to accommodate the following:

1. Provide all full-time teachers with, in addition to their lunch period, at least one (1) preparation period of continuous minutes per day.

2. Provide all part-time teachers with at least one (1) preparation period of fifteen (15) continuous minutes per day.

A teacher's preparation period shall be scheduled during the student day.

#### ARTICLE XIX: LONGEVITY

The Board will compensate teachers with extended teaching service in Hartland over and above the existing salary schedule, as follows:

A. At the start of the 10th year - \$500

B. At the start of the 15th year - \$1000

C. At the start of the 20th year - \$1500

Longevity payments shall not be cumulative.

#### **ARTICLE XX: VACANCIES**

All vacancies and new position openings, including promotions, that arise shall be posted in the building and e-mailed to all teachers no less than ten (10) calendar days prior to the application deadline.

#### ARTICLE XXI: DURATION

The duration of the Agreement shall be July 1, 2014 to June 30, 2017. Appendices 1(A), 1(B) and 1(C) represent the teachers' salary schedules for school years 2014-2015, 2015-2016, 2016-2017 respectively.

# Salary Schedule 2014-2015

| S  | TEP     | BA          | BA+15                   | MA     | MA + 15 | MA + 30 |
|----|---------|-------------|-------------------------|--------|---------|---------|
| 1  |         | 40,864      | 44,677                  | 46,912 | 49,677  | 51,933  |
| 2  |         | 43,098      | 46,463                  | 48,783 | 51,658  | 54,005  |
| 3  |         | 44,832      | 48,321                  | 50,789 | 53,719  | 56,155  |
| 4  |         | 46,634      | 50,254                  | 52,947 | 55,868  | 58,390  |
| 5  |         | 48,625      | 52,391                  | 55,006 | 58,157  | 60,724  |
| 6  |         | 50,823      | 54,643                  | 57,344 | 60,573  | 63,246  |
| 7  |         | 53,121      | 56,993                  | 59,810 | 63,117  | 65,901  |
| 8  | 1       | 56,182      | 59,989                  | 62,381 | 65,798  | 68,702  |
| 9  | - 12 in | n ng asa di |                         | 65,063 | 68,628  | 71,657  |
| 1( | D       |             |                         | 67,723 | 71,647  | 74,810  |
| 1  | 1       |             | n<br>(%)                | 70,454 | 74,872  | 78,176  |
| 12 | 2       |             |                         | 74,410 | 78,390  | 81,693  |
| 13 | 3       |             | u have of the first fit | 78,746 | 83,063  | 86,122  |
|    |         |             |                         |        |         |         |

All teachers not on the maximum step shall advance one step above their previous year's placement on the salary schedule.

### **Proposed Salary Schedule for 2015-2016**

| STEP | BA     | BA+15  | MA     | MA + 15 | MA + 30 |  |
|------|--------|--------|--------|---------|---------|--|
| 1    | 40,864 | 44,677 | 46,912 | 49,677  | 51,933  |  |
| 2    | 43,098 | 46,463 | 48,783 | 51,658  | 54,005  |  |
| 3    | 44,832 | 48,321 | 50,789 | 53,719  | 56,155  |  |
| 4    | 46,634 | 50,254 | 52,947 | 55,868  | 58,390  |  |
| 5    | 48,625 | 52,391 | 55,006 | 58,157  | 60,724  |  |
| 6    | 50,823 | 54,643 | 57,344 | 60,573  | 63,246  |  |
| 7    | 53,924 | 57,766 | 59,810 | 63,117  | 65,901  |  |
| 8    | 57,025 | 60,889 | 62,381 | 65,798  | 68,702  |  |
| 9    |        |        | 65,063 | 68,628  | 71,657  |  |
| 10   |        |        | 67,723 | 71,647  | 74,810  |  |
| 11   |        |        | 70,454 | 74,872  | 78,176  |  |
| 12   |        |        | 75,190 | 79,591  | 82,795  |  |
| 13   |        |        | 79,927 | 84,309  | 87,414  |  |
|      |        |        |        |         |         |  |

All teachers not on the maximum step shall advance one step above their previous year's placement on the salary schedule.

### Proposed Salary Schedule for 2016-2017

| STEP | BA                     | BA+15                  | MA     | MA + 15 | MA + 30 |
|------|------------------------|------------------------|--------|---------|---------|
| 1    | 41,428                 | 45,293                 | 47,559 | 50,362  | 52,650  |
| 2    | 43,693                 | 47,105                 | 49,456 | 52,371  | 54,751  |
| 3    | 45,450                 | 48,988                 | 51,490 | 54,460  | 56,930  |
| 4    | 47,278                 | 50,947                 | 53,678 | 56,639  | 59,195  |
| 5    | 49,296                 | 53,114                 | 55,765 | 58,960  | 61,562  |
| 6    | 51,525                 | 55,397                 | 58,136 | 61,408  | 64,118  |
| 7    | 54,668                 | 58,563                 | 60,635 | 63,988  | 66,811  |
| 8    | 57,812                 | 61,729                 | 63,242 | 66,706  | 69,650  |
| 9    | (35 - c) <sup>-2</sup> |                        | 65,961 | 69,575  | 72,646  |
| 10   | к. <sub>х</sub> . ж.   | 6                      | 68,658 | 72,635  | 75,842  |
| 11   | 2                      | * =                    | 71,426 | 75,905  | 79,254  |
| 12   |                        | 5.9.1                  | 76,228 | 80,689  | 83,937  |
| 13   |                        | $1 \leq k_1^2 + k_2^2$ | 81,030 | 85,473  | 88,620  |

All teachers not on the maximum step shall advance one step above their previous year's placement on the salary schedule.

#### APPENDIX 2 (A)

#### AUTHORIZATION FOR PAYROLL DEDUCTION OF PROFESSIONAL DUES

I hereby authorize the Hartland Board of Education to make bi-weekly payroll deductions in equal amounts from my salary for the school year 20\_to 20 for the purpose of effecting payment of dues to professional organizations. The total deduction shall be:

HEA

CEA

NEA

I understand that the first deduction will be made in September, 20 , and that there will be successive deductions I further authorize the Board of Education to transmit 11 such dues collected to the treasurer of the Hartland Education Association.

Date:

Employee's Signature:

#### **APPENDIX 3**

#### BOARD OF EDUCATION POLICIES

IN WITNESS WHERE OF, the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representatives on the <u>4</u> day of <u>November</u>, A.D. 2013.

and all an easy of the state of a second second

ari Hasty D OF EDUCATION FØ

11/4/13 DATE

ATION

1-4-13 DATE

10 Y

 $z^{t_{1}}$ 

#### MEMORANDUM OF UNDERSTANDING

#### ARTICLE VII: INSURANCE

#### B. Dental Coverage (Language from July 1, 2011 to June 30, 2014 Contract)

The Board will provide dental coverage equivalent to the Blue Cross Co-pay Dental Plan 3. The insurance company will pay the participating dentist on behalf of each enrolled member 80% of an amount equal to his or her usual charge for the services, provided such charge is not in excess of the usual and reasonable charge for dental services in the area where the services are rendered. For the length of this contract, full-time teachers will pay 15% of the premium cost of their dental coverage.

During negotiations, the Board indicated that the highlighted sentence in the above paragraph was held over from the July 1, 2008 to June 30, 2011 contract. The actual practice in place for the July 1, 2011 to June 30, 2014 contract was 16.5% for 2011-2012; 17% for 2012-2013; and 17.5% for the 2013-2014. The Board agreed during negotiations to provide members of the Hartland Education Association (HEA) a premium holiday which was derived by computing the difference between the 17.5% actually used this year and the 15% that was indicated in the contract. The HEA agreed that this premium holiday is for only the cost difference for the 2013-2014 year. Accordingly, members of the HEA will receive \$21.90 per contributing member.

For the term of this contract, July 1, 2014 through June 30, 2017, full time teachers will pay the premium cost of their dental coverage equal to that of the premium cost share of the High Deductible, Health Saving Account percentage (12% for 2014-2015; 13% for 2015-2016; and 14% for 2016-2017. Additionally, teachers electing to waive coverage shall receive a stipend equal to twenty percent (20%) of the premium cost for the High Deductible Health Savings account for the school year in which the coverage was waived.

ecilica Kindure.

Hartland Education Association, President

Hartland Board of Education, Chair

11-4-13

11-4-13

Date

Date