

**PROFESSIONAL AGREEMENT
BETWEEN THE
HEBRON BOARD OF EDUCATION
AND THE
HEBRON EDUCATION ASSOCIATION
2014-2017**

Based on the Stipulated Arbitration Award Issued on October 28, 2013

TABLE OF CONTENTS

Article	Page
1 - Professional Negotiations	1
2 - Content of Negotiations	1
3 - Recognition	1
4 - Grievance Procedure.....	2
5 - Insurance Benefits	5
6 - Staff Salaries.....	9
7 - Degree Definitions.....	10
8 - Placement on the Salary Schedule.....	10
9 - Reduction in Force.....	11
10 - Transfer and Assignment	15
11 - Meetings.....	16
12 - Sick Leave	17
13 - Personal Leave.....	19
14 - Professional Leave	20
15 - Educational Leave	21
16 - Jury Duty and Subpoenas	22
17 - Deduction for Absence.....	22
18 - Tuition Payment	22
19 - Childrearing/Adoptive Leave	23
20 - Temporary Disabilities, Health and Hardship Leaves	24
21 - General Provisions	24
22 - Payroll Deductions.	25
23 - Stipend Positions.....	26
24 - Extended Education Reimbursement	27
25 - Preparation Time.....	29
26 - Work Year.	29
27 - Personnel Files.....	30
28 - Discipline.....	30
29 - Long-term Substitutes.....	30
30 - Duration	31
Signature Page	31
 Appendix A - 2014-2015 Teacher Salary Schedule	 32
2015-2016 Teacher Salary Schedule	32
2016-2017 Teacher Salary Schedule	33

ARTICLE 1

Professional Negotiations

- A. This Agreement is the result of collective negotiations between the Board and the Association which have been conducted under the requirements and directives of statute. The provisions of this Agreement shall prevail in case of conflict with policies and directives of the Board.
- B. This Agreement may be altered, amended, or changed only through the mutual written agreement of the Board and the Association. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control and shall not be subject to negotiations until the commencement of negotiations for a successor to this Agreement.

ARTICLE 2

Content of Negotiations

For all successor agreements, the Board and the Association shall conduct negotiations in accordance with applicable Connecticut General Statutes, on salaries and other conditions of employment mutually deemed to be negotiable by the parties or legally determined to be within the scope of the statutory definition of conditions of employment.

ARTICLE 3

Recognition

The Board recognizes the Association for purposes of professional negotiations as the exclusive representative of all certified professional employees of the Board and individuals employed on the basis of a Durational Shortage Area Permit (DSAP), except for certified administrators who spend at least fifty (50) percent of their time performing administrative or supervisory duties, including long-term substitute teachers (as defined under the Connecticut General Statutes and the regulations promulgated by the State Department of Education in accordance with such statutes), and excluding all other substitute teachers, having been designated as the exclusive representative pursuant to an agreement between the Board and the Association executed on November 18, 1965.

Employees working in a teaching position solely on the basis of a DSAP shall be covered by all terms and conditions of the collective bargaining agreement, except as follows:

1. DSAP holders shall not accrue seniority or length of service for any purpose of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously by the Board as an employee after receiving such certification, with no break in service, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of employment by the Board.
2. The Board shall have the right, in its sole discretion, not to renew and/or to terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.
3. DSAP holders shall have no bumping rights, ~~or~~ recall rights, or rights under Article 24 of this Agreement.

ARTICLE 4

Grievance Procedure

- A. Purpose: It is desirable that all grievances be resolved informally at the earliest possible stage of this procedure. However, it is recognized that a procedure must be set forth without any fear of discrimination because of its use.
- B. Definitions:
 1. "Grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
 2. "Teacher" is any person in the unit covered by this Agreement.
 3. "Aggrieved party" is the teacher or group of teachers, or the Association when it submits a grievance.
 4. "Days" when used in this Article shall refer to working days except that after June 1, days shall mean business days until the first day of school in the next academic year.
- C. Informal Procedure:
 1. Before submission of a written grievance, the aggrieved party must attempt to resolve the problem informally.

D. Formal Procedure:

1. School Principal

- (a) If an aggrieved teacher is not satisfied with the outcome of informal procedures, he/she may present a written grievance to his/her principal.
- (b) A grievance shall be deemed waived unless it is submitted in writing within twenty-five (25) days after the grieving party knew or should have known of the events or conditions on which it is based.
- (c) Teachers shall submit grievances which affect them personally to the Building Principal.
- (d) The Association shall submit to the Building Principal a grievance which is limited to one school, otherwise it shall be submitted directly to the Superintendent of Schools.
- (e) The Building Principal shall respond in writing to each grievance. If the aggrieved party is not satisfied with the response, or a response is not received within five (5) days after submission of a grievance, the party may submit a copy of the grievance to the Superintendent of Schools within five (5) days of receipt of the Building Principal's response or, if no response is received, within five (5) days of the submission of the grievance.

2. Superintendent of Schools

- (a) The Superintendent, or his/her delegate, shall upon request, confer with the aggrieved (who may be accompanied by no more than two (2) representatives of the Association) with respect to the grievance, and deliver to the aggrieved party a written statement of his/her position not later than ten (10) days after it is received by him/her.

3. Board of Education

- (a) If the Association is not satisfied with the disposition of the grievance by the Superintendent, it may submit the grievance to the Board of Education by so notifying the

Board in writing within five (5) days after the Superintendent's response or, if no such response is received, within five (5) days of the deadline for such decision, whichever occurs first.

- (b) The Board shall, within thirty (30) days of receipt of the grievance, meet with the grievant or designate a subcommittee of the Board to do so within the applicable time period.
- (c) The Board shall, within ten (10) days after such meeting, render its decision to the Association.
- (d) If the subject matter of the grievance pertains to the discipline of a teacher, or involves the review of teacher evaluative information, the Board may, in its discretion, decline to hear the grievance and permit the Association to file the grievance directly to arbitration in accordance with contractual requirements. In such circumstances, the Board shall notify the Association of its decision within thirty (30) days after receipt of the grievance from the Association.

4. Arbitration

- (a) If the Association is not satisfied with the disposition of the grievance by the Board, it may submit the grievance to arbitration by so notifying the Board in writing within five (5) days after the Board's response or, if no such response is received, within five (5) days of the deadline for such decision, whichever occurs first. The Superintendent and the Association shall within five (5) days after such written notice jointly attempt to select a single arbitrator who is an experienced labor arbitrator. If the parties are unable to agree on an arbitrator within such five-day period, the Association shall submit the demand for arbitration to the American Dispute Resolution Center, Inc., (ADRC) in accordance with its administrative procedures, practices and rules. Whether or not previously indicated at earlier steps, the provision(s) of the agreement which are involved shall be identified in the submission to the ADRC. A copy of the submission must be provided to the Superintendent at the time of its submission to the ADRC.

The arbitration shall be conducted in accordance with the administrative procedures, practices, and rules of the ADRC, except that the Association shall pay all the initial filing fees and except that such practices, rules and procedures are subject to the terms of this contract in cases of conflict.

- (b) The costs of the services of the arbitrator shall be borne equally by the Board and the Association.
 - (c) The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement. The decision of the arbitrator shall be binding on both parties, except as provided otherwise by law.
- 5. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
 - 6. Forms for filing and processing grievances shall be made available by the Superintendent for the Association.
 - 7. The failure of an aggrieved party to process a grievance to the next level of the procedure within the time limits specified shall end the grievance.

ARTICLE 5

Insurance Benefits

- A. The Board shall provide insurance benefits to teachers hired on or before June 30, 2014 through a preferred provider organization (PPO) plan, if such teachers elect to obtain coverage through the PPO plan. Teachers shall be responsible for paying the following percentages of the premium costs for the PPO plan:

2014-15: 19.5%

2015-16: 20.0%

2016-17: 20.5%

1. The PPO plan will include the following co-payments for in-network services:
 - \$25 office co-payment (\$0 for preventive visits) for 2014-2015. Effective at the start of the 2015-2017 contract year, the office co-payment shall be \$30 (\$0 for preventive visits).
 - \$25 for 2014-2015 and \$30 for 2015-2017 visit co-payment for specialist visits
 - \$75 High cost-diagnostic co-payment (CT scans, MRIs, MRAs, PET, SPECT scans)
 - \$50 Urgent Care co-payment
 - \$100 emergency room co-payment
 - \$200 outpatient surgery co-payment for 2014-2015. Effective at the start of the 2015-16 contract year, the outpatient surgery co-payment shall be \$250. Effective at the start of the 2016-17 contract year, the outpatient surgery co-payment shall be \$300.
 - \$350 for the 2014-2015 contract year, and \$400 per admission hospitalization co-payment thereafter.
2. Out-of-network services will be subject to deductibles of \$200/\$400/\$500 and to co-insurance of 30% up to out-of-pocket maximums of \$1000/\$2000/\$2500.
3. The prescription drug rider shall be the managed public sector three-tier drug rider (the MP2 rider), with \$10/25/40 co-payments for generic/brand/non-formulary drugs, respectively, with a 2x co-payment for mail order, with an unlimited annual maximum.

- B. As an alternative plan option for teachers hired on or before June 30, 2014, the Board shall implement a high deductible/HSA plan including the components described below. For teachers hired on and after July 1, 2014, the HDHP shall be the sole plan option.

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family)	\$2,000/4,000	
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Co-insurance Maximum (Individual/Aggregate Family)	N/A	\$2000/4000
Cost Share Maximum (Individual/Aggregate Family)	\$4000/8,000	
Lifetime Maximum	Unlimited	Unlimited

The Board will fund the following percentage of the applicable HSA deductible amount for each full-time teacher who elects coverage under the high deductible/HSA plan (with pro-rated funding of the deductible for part-time teachers).

2014-15: 45%
2015-16: 45%
2016-17: 45%

The Board's contribution toward the HSA deductible will be deposited into the HSA accounts in three equal installments, on or around September 1st, December 1st, and April 1st. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed teachers. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment. If the high deductible/HSA plan is implemented after the start of the calendar year, the Board's contribution toward the funding of the deductible shall be pro-rated for that year.

Teachers shall be responsible for paying the following percentages of the premium costs for the high deductible/HSA plan:

2014-15: 16%
2015-16: 16%
2016-17: 16%

- C. The Board shall provide \$20,000 of term life insurance for certified employees covered by this Agreement.
- D. All insurance payments by the Board in A and B above shall be prorated for employees less than full-time.
- E. For each year of the contract, teachers shall be responsible for paying a percentage of the premium cost for individual dental insurance coverage equal to the teachers' percentage contribution toward the PPO plan, as set forth in Section A above.

Teachers wishing to enroll in dental coverage at the two-person or family coverage levels shall be responsible for paying 100% of the additional costs for such coverage over and above the costs for individual coverage.

- F. All insurance benefits are provided subject to and in accordance with the terms of the respective carriers. In each case when the name of the 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 one particular company or any specific type of insurance benefit with other companies.

- G. Prior to any change in insurance plans, administrators or carriers, the Board shall notify and consult the Association. Any change in insurance carriers, administrators or plans shall provide substantially equivalent coverage with respect to the overall level of benefits, service and administration when the plans are considered as a whole. The representative of the insurance carrier/administrator shall meet with the President of the Association to explain any proposed change. If the President does not approve of a proposed change as recommended by the Superintendent, he/she shall submit a written statement detailing the reasons for such disapproval specifically listing the reductions in the level of benefits, service or administration to which he objects. The Association must submit this written statement within thirty (30) days of meeting with the insurance representative. Failure to submit such statement within the thirty (30) day time period shall be deemed approval of the proposed plan and a waiver of any right to arbitrate the issue.

If the Association disapproves of any change pursuant to the written statement noted above, it may submit the issue to arbitration within fifteen (15) calendar days of receipt of notice from the Superintendent that the Board intends to implement the new plan. The sole substantive issue for arbitration shall be: Does the change as presented provide substantially equivalent coverage with respect to the overall level of insurance benefits, service and administration, when considered as a whole?

Arbitration in accordance with the rules of the American Dispute Resolution Center shall be the exclusive method for deciding the above issue.

- H. The Board shall maintain a Section 125 Salary Reduction Agreement which will be designed to permit exclusion from taxable income of the employee's share of health insurance premiums, unreimbursed medical expenses and dependent care expenses. The Board makes no representations or guarantees as to the initial or continued viability of such a salary reduction agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of employee insurance premium contributions. Neither the Association nor any teacher covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the salary reduction agreement or from a change in the law which may reduce or eliminate the employee tax benefits to be derived therefrom.

- I. An employee may opt out of or into or modify health and/or dental insurance coverage only during the annual open enrollment period offered by the Board, except as otherwise provided by law.
- J. The Board shall make available to teachers a long-term disability plan for teachers. Teachers wishing to enroll in the plan shall pay 100% of the premium costs for coverage under the plan.

ARTICLE 6

Staff Salaries

- A. Members of the bargaining unit shall be compensated for the school years covered by this Agreement in accordance with the salary schedules set forth in Appendix A.
- B. All teachers shall have the option of being paid on either:
 - 1. Ten month basis - twenty-two (22) payments
 - 2. Ten month basis - twenty-six (26) equal payments (22 plus 1 balloon payment issued with the last payroll in June, equal to 4 equal payments).

Teachers shall receive their first salary payment on the first Thursday of their scheduled work year.

- C. Except as otherwise provided in Appendix A, in recognition of performance satisfactory to the Board, each teacher shall be advanced annually one step on the appropriate salary schedule until the stated maximum has been reached. The Board may withhold advancement on the salary schedule when it finds performance unsatisfactory. If the Superintendent plans to recommend to the Board withholding of a teacher's salary increment, the teacher will be so notified in writing by the Superintendent along with the reasons for such a recommendation. Upon completion of a year of successful teaching performance, as judged by the Superintendent of Schools, the teacher will be returned to his/her appropriate step.
- D. Extra duty for which extra compensation shall be paid and the amount of such compensation is set forth in Appendices B-E which are attached hereto and made a part of this Agreement.
- E. All teachers will be paid by direct deposit, with e-mail verification of such deposits.

ARTICLE 7

Degree Definitions

- A. Teacher salary schedule provided in Appendix A of this Agreement shall be interpreted and applied in accordance with the following:
1. BA- A baccalaureate degree earned at an accredited college or university.
 2. MA- A master's degree, or the completion of thirty (30) credits beyond the baccalaureate degree, in either case from accredited colleges or universities.
 3. 6th Year - A "Sixth-Year Certificate" or a second master's degree, or the completion of thirty (30) graduate credits beyond the master's degree, or thirty (30) graduate credits beyond the fifth year in the field of education, in any case from accredited colleges or universities.
- B. Courses leading to the MA and/or Sixth Year salary placement must be in a program of studies approved in advance by the Superintendent. Any prior approval by a previous superintendent of schools shall be honored through the completion of the program approved by the former superintendent. Credits to be recognized for placement at the MA Level must be taken subsequent to the completion of the previous level. Credits to be recognized for placement at the 6th Year Level must be graduate credits taken subsequent to the completion of the previous level. Exceptions may be made by the Superintendent.
- C. A certified and licensed Speech Pathologist with a Master's Degree shall be placed on the 6th Year schedule provided such person has a valid license from the Connecticut State Board of Health, and holds a Certification of Clinical Competency (CCC) from A.S.H.A.

ARTICLE 8

Placement on the Salary Schedule

- A. All teachers shall be placed on the appropriate step in the salary schedule, taking into consideration the following:
1. Degree status as defined under "Degree Definitions" article.

2. Teachers must give satisfactory evidence of the completion of any degree to the Superintendent prior to September 1 of the school year for movement from one salary level placement to another for that school year.
3. The Superintendent shall give salary schedule credit for previous teaching experience in public, private, parochial and military dependency schools, provided that such experience shall have been continuous service of at least one-half of any school year. Intermittent or short-term substitute teaching service will not be credited as previous teaching experience. The Superintendent may also grant credit on the salary schedule to a certified teacher for any other type of experience deemed relevant to teaching in Hebron.
4. Professional employees who have completed seventeen years of teaching shall receive sixty dollars (\$60.00) for each year of service performed in Hebron. Employees hired after July 1, 1999 will not be eligible for this benefit.
5. A professional employee who is involuntarily required to serve on active military duty shall be reinstated to:
 - a. the former position if the period of involuntarily interrupted service to the Hebron Board of Education is concluded within the contract year;
 - b. a position for which the employee is certified if beyond the contract year during which service to the Hebron Board of Education is involuntarily interrupted, and the professional employee shall be placed on the salary schedule of the Hebron Board of Education receiving credit on the salary schedule for this period of involuntarily interrupted service.

ARTICLE 9

Reduction in Force

A. Introduction

1. If the Board of Education deems it necessary or appropriate to reduce the number of teachers in the Hebron School District, the following procedures will be observed to select the teacher or teachers to be non-renewed or terminated.

2. The Board of Education may exercise its right to determine the number of teachers to be employed prior to, or independent of, any determination of which teacher contracts will be non-renewed or terminated.

B. Definitions:

1. Tenure - as defined in 10-151(a)(6)(A)-(C) of the Connecticut State Statutes, as amended.
2. Seniority - the total number of years of continuous service in Hebron; the total years of service are to be computed from the first day of actual teaching and to the nearest one-fifth of a school year in accordance with the table below:

Five-fifths	First day of actual teaching in August, September or October.
Four-fifths	First day of actual teaching in November or December.
Three-fifths	First day of actual teaching in January or February.
Two-fifths	First day of actual teaching in March or April.
One-fifth	First day of actual teaching in May or June.

Authorized leaves of absence without pay shall reduce accrued seniority for a teacher by the nearest one-fifth of teaching service missed while on an unpaid leave of absence in accordance with the table below:

0 - 17 days	No reduction in seniority.
18 - 53 days	One-fifth of a year reduction in seniority.
54 - 89 days	Two-fifths of a year reduction in seniority.
90 - 125 days	Three-fifths of a year reduction in seniority.
126 - 161 days	Four-fifths of a year reduction in seniority.
162 - 180 days	Five-fifths of a year reduction in seniority.

3. Certification - a valid Connecticut certification to teach a particular subject or teaching area, or any other form of State Board of Education authorization to teach a particular subject or teaching area.
4. Certification/Qualification Area - a teaching area requiring:
 - (a) A valid Connecticut teaching certificate or other form of State Board of Education authorization to teach in the specified teaching area, and
 - (b) One year's full-time teaching in the teaching area within the preceding ten school years or the approval of the Superintendent of Schools to teach in the particular teaching area.

C. Procedures:

1. Notwithstanding any other seniority provisions of this policy, a tenured teacher's contract will not be terminated under this reduction in force policy before terminating any or all non-tenured teacher or teachers in any certification/qualification area in which a tenured teacher holds current Connecticut teacher certification as defined by this policy, provided also that the tenured teachers must have taught one year on a full-time basis, in the certification/qualification area of a non-tenured teacher, within the preceding ten school years or have the approval of the Superintendent of Schools to teach in the particular certification/qualification area.
2. Non-tenured teachers will be selected by the Board of Education for non-renewal or termination within certification/qualification categories in accordance with the following criteria in the order determined by the Superintendent of Schools to be in the best interests of the students in the Hebron Public Schools.
 - (a) Seniority as defined previously.
 - (b) Certification (including multiple certifications).
 - (c) Degree status.
 - (d) Quality of service, determined by evaluations, and non-evaluative records maintained in personnel files.
 - (e) Specific needs of school system.

3. If a teaching position is eliminated within a particular certification/qualification area, and if there is no non-tenured teacher in a position within that particular certification/qualification area, and if there is no non-tenured teacher in a position within any other certification/qualification area to which a tenured teacher could be reassigned, a tenured teacher will be terminated within the particular certification/qualification area in accordance with the following criteria:
 - (a) Lowest seniority as defined previously in this policy.
 - (b) If seniority is identical, certification status: initial/provisional before professional educator's certificate.
 - (c) If both seniority and certification are equal, the recommendation of the Superintendent of Schools following his/her review of teacher evaluation and performance.

D. Certification/Qualification Areas

1. Regular classroom positions - pre K through grade 6, including special kindergarten programs and pre-primary
2. Art
3. Music
4. Library
5. Physical Education
6. Reading consultant/reading specialist
7. Special education
8. Speech/Hearing
9. Psychologist
10. Challenge and Enrichment

E. Part-time Teachers/Full-time Teachers

Notwithstanding all other provisions of this policy, a reduction or elimination of a part-time position shall not give a teacher who was initially employed as a part-time teacher, or who has requested in writing a part-time position, any rights to any part or all of a full-time position held by any full-time teacher.

F. Recall Procedure:

1. The name of any teacher whose services have been terminated because of a reduction in professional staff shall be placed on a reappointment list and remain on such list for twelve (12) months provided such teacher does not refuse a reappointment to a full-time position and provided such teacher

applies for retention of his/her name on said list on or before June 1 of each year subsequent to his/her termination caused by elimination of a position or position and provided further that it shall be the responsibility of the teacher to maintain, with the Superintendent of Schools, a current mailing address at where he/she can be reached. In both reappointment offers and refusals, such reappointment offers and refusals must be made in writing by registered mail.

2. The teacher shall accept or reject the position in writing within ten (10) calendar days from written notice.
3. Any teacher whose services have been terminated because of the elimination of a position or a reduction in professional staff will be recalled on the basis of the criteria defined previously in this policy.

ARTICLE 10

Transfer and Assignment

- A. A transfer shall be defined as a change from one building to another building. A reassignment shall be defined as a change within a building.
- B. The Board shall have the right, in its sole discretion, to determine whether to fill a vacant certified position. If a vacancy occurs during a school year, the Board shall have the right, in its sole discretion, to delay posting and filling the position until the beginning of the next school year, and to employ one or more substitute teachers to fill the position on a temporary basis until the position is filled.
- C. If the Board determines that it will fill a vacancy, no vacancy shall be declared until after the Superintendent has made any and all transfers and reassignments within the district. The position remaining open after all transfers or reassignments are made shall then be posted as a vacancy in accordance with Section D below.
- D. Announcements of all openings for vacant certified positions shall be posted on faculty bulletin boards, the district webpage and in the Superintendent's office for a minimum of seven (7) business days with a copy going to the President of the Association. Prior to the close of each school year, the Superintendent and the President of the Association will agree on the method by which the President of the Association will be notified of vacancies during summer months.

- E. Any teacher wishing to be transferred or reassigned shall file his/her request with the Superintendent. The Superintendent will notify any teacher who has a request on file should a vacancy occur.
- F. The Superintendent shall consider teacher wishes in filling a position; however, the primary criteria for filling such positions shall be the needs of the school district and the qualifications of teachers as the Superintendent views them.
- G. Any teacher who objects to a reassignment or transfer will be given the opportunity to meet with the Superintendent of Schools prior to such transfer being made final. During such meeting, the Superintendent shall discuss the reasons for the reassignment/transfer. However, the teacher must request such meeting within five (5) working days of the time that the teacher was notified.
- H. The Superintendent shall notify teachers of their assignments or assignment ten (10) days after the budget passes. The Superintendent shall notify teachers of changes to teacher assignments as soon as practical.
- I. Teachers who are reassigned shall be provided, on request, with an opportunity to discuss with the administration professional development and requests for materials related to the new assignment.

ARTICLE 11

Meetings

- A. If a part-time teacher is required by the Administration to stay a full working day so as to attend a mandatory meeting or workshop, that teacher shall receive payment for a full working day.
- B. Teachers required to participate at Board of Education meetings will give presentations at the start of the meeting.
- C. In addition to the regular monthly faculty meeting, teachers shall agree to an additional two (2) hours per month, outside of the established workday.

ARTICLE 12

Sick Leave

A. Sick Leave:

Sick leaves with pay will be allowed on the basis of fifteen (15) days annually, cumulative to one hundred ninety-five (195) days. Such leaves shall be considered earned and available immediately with the initial school day of a certain year. Part-time teachers will be allowed sick days on a pro-rated basis.

Teachers shall be entitled to utilize a total of up to five (5) days of sick leave and/or personal leave (combined) per year to care for a seriously ill member of the immediate family. For the purposes of this provision, "immediate family" shall be defined to include parents, spouse, siblings or any person living in the employee's household.

Consistent with the provisions this section, teachers may accumulate up to 195 days of sick leave at any given time, for use by teachers for the purposes described in this article. For sick leave usage purposes, a teacher's absence attributable to sick leave shall first be charged against the teacher's current year sick leave accrual of fifteen days. If a teacher needs to use more than fifteen sick days in any given year, the excess over fifteen days shall be charged against the teacher's accumulated sick leave.

B. Sick Leave Payout for Teachers:

In the event that a teacher has reached the maximum accumulation of 195 days, then any unused days remaining at the end of the year from the teacher's current year accrual of fifteen days shall be credited to a bank of sick days to be used solely for the purposes of payment for unused sick leave upon retirement, under Section F of this article. The maximum number of days in any such teacher's sick leave payment bank shall be thirty days of sick leave. A teacher must have 195 days of accumulated sick leave on the books in order to have any sick days credited to the teacher's sick leave payment bank.

By way of example, if a teacher who has accumulated 195 days uses three of his/her current year accrual of fifteen days, then the twelve sick days remaining at the end of the year shall be credited to the teachers' sick leave payment bank, subject to the maximum of thirty days for the sick leave payment bank. If that teacher's sick leave accumulation drops below 195 days at any given time, then the teacher must rebuild the sick leave accumulation to 195 days in order to be eligible to contribute any further days to the teacher's sick leave payment bank.

Upon retirement, an eligible teacher shall be paid \$25 per day for unused sick leave days in excess of 125 days, subject to a maximum of 100 days. In order to receive such payments, teachers must provide notice of retirement by January 1 (for retirement at the end of that school year). Payment will be made in the fiscal year subsequent to retirement. For teachers who provide notice of retirement between January 1 and March 31 (for retirement at the end of that school year) payment will be made in the second fiscal year subsequent to retirement. Any teacher who provides notice of retirement after March 31 (for retirement at the end of that school year) shall not be eligible for any payment under this section. For any retirement that will become effective at any time other than the end of the school year, the teacher must provide notice of retirement at least six (6) months prior to the effective date of retirement in order to be eligible to receive the payments set forth in this section.

In order to be eligible for the payment set forth in this section, a teacher must qualify for normal or early retirement benefits under the Teachers' Retirement Act as of the date the teacher ends his or her employment with the Board, but need not actually begin collecting such benefits immediately upon leaving employment with the Board. Any teacher who leaves employment with the Board in order to commence employment with another school district in Connecticut shall not be eligible for the payment set forth in this section.

Such payments shall be calculated as follows:

	Total number of days of accumulated sick leave (up to 195)
PLUS:	Total number of days in sick leave payment bank (up to 30)
MINUS:	125 days
EQUALS	Total number of days to be compensated at the rate of \$25 per day (subject to a maximum of 100 days)

C. Request for Additional Sick Leave:

If a teacher has accumulated the maximum number of days absent allowed by the contract (195 days) and exceeds that number of accumulated days because of a critical, personal illness, he/she may request in writing special consideration from the Board of Education. The Board will act on each request on its merits as determined by the Board of Education; granting of additional days with pay in one case shall not be precedent in subsequent cases.

D. Procedures for Documentation of Need for Sick Leave:

In the case of teacher absences in excess of five (5) consecutive working days, the Superintendent may:

1. require a written explanation of the reason(s) for the absence.
2. require a statement from a doctor.

Any expense relative to obtaining a required doctor's certificate will be borne by the Board.

E. Workers' Compensation Differential:

Whenever a teacher is absent from school as a result of personal injury caused by an accident arising out of and in the course of his/her employment, he/she shall be paid his/her regular net salary (less the amount of any worker's compensation award made for temporary disability due to such injury) for the period of such absence, to the extent of available sick leave. Such absence shall be charged to his/her annual or accumulated sick leave on a prorated basis proportionate to the local salary contribution.

F. Disciplinary Action for Abuse of Sick Leave:

Any absence from work by a teacher which constitutes an abuse of the sick leave days may lead to disciplinary action, included but not limited to loss of pay, by the Superintendent. The parties further agree that no discipline shall occur without just cause.

ARTICLE 13

Personal Leave

- A. Absence with pay may be allowed by the Administration under the following categories not to exceed, for all categories combined, a total of five (5) days in a given school year. Part-time teachers will be allowed personal days on a prorated basis. Personal days for category no. 8 below may not be taken on days adjacent to a school holiday or any school recess (including the summer recess and any school recess occurring during the school year).

1. for legal reasons;
2. for marriage (self, children, parents, siblings, and siblings of spouse);

3. for illness in the immediate family;
 4. for death in the family or attendance of funerals;
 5. for religious holidays when the tenets of the religion require an adherent to abstain from work and/or to attend religious services during the workday;
 6. for attendance of graduation exercises (self, spouse, son, daughter);
 7. for birth of child by spouse, or adoption of child;
 8. for personal business that cannot be transacted outside of regular school hours.
 9. For personal business of a confidential nature. Such personal business need not be explained in writing, but shall be told confidentially to the Superintendent. Personal business shall not be construed to mean private shopping, vacation, etc.
- B. Application for leave in the above provisions shall be made to the principal at least twenty-four hours before taking such leave except in cases of extreme hardship.
- C. Leaves taken pursuant to the above provisions shall be in addition to any sick leave to which the teacher is entitled. Such personal leave shall not be cumulative.
- D. Personal days provided above shall not be used to extend vacations.
- E. Additional days may be granted by the Board upon the recommendation of the Superintendent of Schools.

ARTICLE 14

Professional Leave

- A. The Superintendent may allow absences with pay for attendance at professional gatherings, workshops, meetings, school visitations, and conferences when, in his/her judgment, such attendance will be sufficiently worthwhile to the school district to justify the attendance expenses. Such absences will not be charged against any other categories of absences in this Agreement.

- B. Expenses incurred through attendance at professional gatherings, workshops, meetings, school visitations, and conferences must be approved in advance by the Superintendent of Schools. Such expenses will be reimbursed by the school district with prior approval from the Superintendent. In the event the Superintendent requires a teacher to attend a professional gathering, workshop, meeting, school visitation or conference, required expenses shall be reimbursed to the teacher.

ARTICLE 15

Educational Leave

- A. Upon recommendation by the Superintendent of Schools, the Board may grant one (1) year of educational leave without pay or benefits to one teacher per year for the purposes of professional growth.
- B. The teacher must apply for this type of leave by April 1 of the year preceding the actual requested leave. The teacher must notify the Superintendent of Schools, on or before March 1st in writing, of his/her intent to return from such leave, in order to be eligible for the re-employment rights set forth herein.
- C. A teacher on such leave will be guaranteed the right to return to a teaching position in the Hebron Schools, provided, however, that in the event of a reduction in the number of teaching positions, a teacher on leave shall be considered for non-renewal or termination in the same manner as staff members not on leave.
- D. No credit shall be granted on the salary schedule for the year the teacher is on educational leave, unless upon the recommendation of the Superintendent of Schools, the Board approves the year's experience as equal to a year of teaching.
- E. In order to request educational leave, the teacher must have been an employee of the Hebron Elementary School system for at least four (4) years.
- F. Insurance benefits, accumulated sick leave and all other accrued benefits provided in this contract will be restored upon a teacher's return from educational leave.
- G. Insurance coverages may continue in effect, if the teacher on leave pays the total cost of such insurance premiums.

ARTICLE 16

Jury Duty and Subpoenas

- A. Teachers called for jury duty shall be excused under provisions of current Connecticut State law. These days will not be charged to personal days.
- B. A teacher shall be remunerated for jury duty service at a rate of pay equal to the difference between the regular net salary and the jury fee. A teacher called to jury duty shall inform the Superintendent's Office as soon as possible of such call to jury duty, by providing a copy of the notice of the call to jury duty. The teacher shall provide the Superintendent with any documentation of jury duty served, including compensation received, as soon as possible after the teacher's jury duty service. The Board's obligation shall be limited to compensating the teacher the difference, if any, between his/her regular net salary and jury compensation.
- C. In case of subpoenas arising out of the performance of assignments, the teachers involved shall receive full pay for his/her time in court. This leave shall be in addition to any other leave allowed.

ARTICLE 17

Deduction for Absence

For authorized absences other than those covered by any portion of this Agreement, the deductions for each day of absence shall be prorated in accordance with the total number of contractual work days for the school year.

ARTICLE 18

Tuition Payment

If an employee is required by the Superintendent to take a course or courses not part of a planned, approved program leading to advancement on the salary schedule, or attend workshops, seminars or conferences, the Board shall reimburse the employee for tuition and fees upon successful completion of said course or courses.

ARTICLE 19

Childrearing/Adoptive Leave

- A. Accumulated sick leave shall be available for temporary disabilities caused or contributed to by pregnancy, miscarriage, abortion, child birth, and recovery therefrom.
- B. Upon teacher application made sixty (60) days in advance of the anticipated leave (including any disability leave), the Board may grant childrearing leave without pay not to exceed one full contract year beyond the year in which the leave is granted subject to the following conditions. It is understood that this provision requires a teacher to give notice sixty (60) days prior to the anticipated last date of active work prior to the leave.
 - 1. Upon return, the teacher shall be guaranteed a position for which he or she is qualified, except as modified by the article on Reduction in Force. For leaves that commence on or before December 31st of the year, the teacher must notify the Superintendent of Schools, on or before March 1st in writing, of his/her intent to return from such leave, in order to be eligible for the re-employment rights set forth herein. For leaves that commence on or after January 1st of the year, the teacher must notify the Superintendent of Schools, on or before June 1st in writing, of his/her intent to return from such leave, in order to be eligible for the re-employment rights set forth herein.
 - 2. Credit for a year's teaching for placement on the salary schedule will require at least ninety (90) school days of active employment during the year the leave is granted.
 - 3. Insurance may continue in effect if the teacher on leave pays the total cost of such insurance, except as otherwise required by law.
 - 4. Accumulated sick days accrued prior to leave shall be reinstated upon the teacher's return to work.
 - 5. A teacher may not return to his/her position before the agreed-to date except by mutual agreement of the Board and the teacher.

ARTICLE 20

Temporary Disabilities, Health and Hardship Leaves

- A. Upon teacher application, the Board may grant a leave of absence without pay for rest, restoration of health, or the alleviation of hardship including self and immediate family with a right to return to the school district. Such leave shall not be in excess of one complete school year, except that if such leave is granted during the school year, it may extend for one complete school year immediately following the partial year's leave. Tenured teachers shall have the right to return to a position upon expiration of such leave. Such position shall be comparable to the former position, if such is available. For leaves that commence on or before December 31st of the year, the teacher must notify the Superintendent of Schools, on or before March 1st in writing, of his/her intent to return from such leave, in order to be eligible for the re-employment rights set forth herein. For leaves that commence on or after January 1st of the year, the teacher must notify the Superintendent of Schools, on or before June 1st in writing, of his/her intent to return from such leave, in order to be eligible for the re-employment rights set forth herein.
- B. Step placement on the salary schedule upon return from such leave shall be determined by the number of years experience in or credited to the Hebron School District exclusive of the time on leave. An absence of more than one half of any school year will result in exclusion of an entire school year.
- C. Prior to returning from leaves taken for health reasons, teachers shall provide the Superintendent of Schools with a medical certificate certifying the teacher's fitness to resume professional obligations.

ARTICLE 21

General Provisions

Lesson planning: The teacher is expected to be able to provide the principal with lesson plan book sufficiently in advance of presentation to allow constructive criticism and guidance on course content and technique of delivery. Plans for the following day's program will always be maintained at the school for the use of substitute teachers during emergency (sick days) when no communication or planning is possible.

ARTICLE 22

Payroll Deductions

- A. All teachers employed by the 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 not greater than the amount uniformly required of members of the Association which represents the costs of collective bargaining, contract administration and grievance adjustment. The service fee shall be set and administered in accordance with law.
- B. The Board of Education agrees to deduct from each teacher's salary 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 equal to the total Association membership dues divided equally from and including the first paycheck in October through and including the last paycheck in June. The amount of the deduction for service fee shall be equal to the total service fee divided equally 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 the school 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.
- C. 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.
- D. The Board shall pay to the designated HEA representative such accumulated withholdings at its convenience not later than thirty (30) days subsequent to the period of withholding.
- E. The singular reference to the "Association" herein shall be interpreted as referring to the Hebron Education Association, the Connecticut Education Association, and the National Education Association. The Association agrees to save the Board and its agents harmless from any claims, demands, suits or judgments which may arise because of the implementation of this Article.

ARTICLE 23

Stipend Positions

A. Curriculum Work

1. If approved by the Board, the Superintendent will notify the curriculum writing team, chosen by the Administration, for summer and/or school vacation curriculum work. No teacher will be required to serve on this committee.
2. Such curriculum work shall be compensated at the rate of \$35 per hour.
3. Clerical work, typing, and publishing of curriculum will be done at Board expense.

B. Homebound Instruction

Remuneration for homebound instruction shall be compensated at an hourly rate of \$41.

C. Summer School

Summer school instruction shall be compensated at an hourly rate of \$41.

D. Teachers Appointed to Act in Absence of Principals

A teacher appointed by the Board to act in the absence of the Principal shall be paid an annual stipend of \$1,500.

In the event that the principal is absent for more than ten (10) consecutive working days and no acting principal is appointed, the Hebron Education Association reserves the right to re-negotiate the above-noted stipend. In the event that the faculty member must act in the absence of a principal for more than 30 days in any school year, the Hebron Education Association reserves the right to re-negotiate the above-noted stipend.

E. **Team Leader Stipends**

MOA:

The parties agree to continue to negotiate concerning a team leader stipend. If no agreement is reached by December 1, 2013, the parties agree to restore the data team facilitator position at its current level.

F. **School Success Plan Coordinator**

A teacher appointed by the Board to act as the School Success Plan Coordinator shall receive a stipend of \$900.

G. **Special Education Facilitator**

During any year of this collective bargaining agreement in which the Board, in its discretion, appoints members of the teachers' bargaining unit to serve as Special Education Facilitators, such individuals shall be paid a stipend \$2,500. The administration shall provide release time for special education facilitators of forty-five (45) minutes per day.

H. The Board shall pay an annual stipend of \$600 to any teacher appointed to serve as a TEAM Mentor. If a teacher is serving as a TEAM Mentor for one new teacher and the new teacher leaves the Board's employ for any reason during the course of a school year, the stipend for the TEAM Mentor shall be pro-rated based upon the number of months remaining in the school year at the time the teacher leaves the Board's employ.

I. **Master Mentor Stipend**

The individual assigned as the Master Mentor for the district shall receive an annual stipend of \$900.

ARTICLE 24

Extended Education Reimbursement

The Board of Education will reimburse teachers for successful completion of college credits, as set forth below.

1. **Teachers Eligible for Reimbursement.** Priority consideration shall be given to reimbursement of full-time teachers. Part-time teachers shall be

reimbursed for courses taken in accordance with the provisions of this Article with the following additional qualifications:

- a. All full-time teachers eligible for reimbursement in a given year shall be reimbursed before any part-time teacher is reimbursed.
 - b. Part-time teacher reimbursement for courses taken shall be proportional to the part-time teacher's percentage of a full-time assignment.
2. Courses Eligible for Reimbursement. Courses will be subject to the prior approval of the Superintendent (on a form developed by him/her) for tuition reimbursement. Application for such reimbursement must be submitted in writing to the Superintendent prior to the start of the course. For the purpose of reimbursement, a grade of "B" or better will be necessary except in pass/fail courses where a grade of "pass" is necessary. Proof of teacher payment of tuition will be provided to the Superintendent prior to reimbursement.
3. Limit on Number of Credits Eligible for Reimbursement: The maximum number of credits eligible for reimbursement for any teacher in any one year shall be nine (9) credits.
4. Reimbursement Procedures. At the end of each school year, eligible teachers shall be reimbursed for eligible courses as follows, up to a maximum total reimbursement of \$10,000 per year for all teachers combined:
 - a) Each teacher eligible for reimbursement shall receive \$200 for the first credit taken (subject to the maximum \$10,000 total reimbursement set forth above).
 - b) If there are additional tuition reimbursement monies remaining after each eligible teacher has received reimbursement for one credit at the rate of \$200, then the total amount of tuition reimbursement monies remaining shall be divided equally by the total number of remaining eligible credits. Each eligible credit will then be reimbursed at the resulting per credit rate, subject to the provisions of the following paragraph.
 - c) The amount of reimbursement shall not exceed the lesser of the following: the rate for the course in question (or a comparable course) at the University of Connecticut; or the actual cost to the teachers. No tuition reimbursement shall be provided for courses covered by other grants, fellowships, etc.

ARTICLE 25

Preparation Time

Regular classroom and unified arts teachers shall normally be provided two hundred and twenty-five minutes (225) per week as preparation time, in blocks of not less than thirty-five (35) minutes. In the occasional event that such a teacher is not afforded the opportunity for preparation time, the district shall provide such teacher with an equivalent block of preparation time within the same week. Special education teachers shall meet with the building principal at the beginning of the school year to discuss a schedule for preparation time.

ARTICLE 26

Work Year

The salaries set forth in this Agreement shall be based on a teacher work year consisting of 187 days. The work year shall include the following: four (4) professional development days; two (2) additional days for which teachers shall develop and submit plans for approval by the Administration and one teacher work day broken up into two half-days, one prior to the start of the student school year and one after the end of the student school year. In developing the program content for the four (4) professional development days described in this Agreement, the Administration will be guided by the recommendations of the Professional Development Committee. The parties understand that the Administration reserves the right to divide the activities described in this Article up over more than one day (e.g. one-half day for professional development and one-half day as a teacher work day), subject to the overall limits set forth in this Article.

Notwithstanding the foregoing, the salaries for newly hired teachers shall be based upon a work year of 192 days during their first year of employment.

If the Board, at its discretion, lengthens the work year and/or work day, the impact of such change(s) shall be negotiated with the Association. The provisions of 10-153f will go into effect if no mutual agreement is reached. The Board shall give written notice sixty (60) days in advance of any anticipated change in the work year.

ARTICLE 27

Personnel Files

- A. 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.
- B. Any substantive serious 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 such complaint be placed in any teacher's file until the complaint has been investigated by the Administration. No anonymous complaints may be placed in a teacher's personnel file. Evaluations are excluded from the application of this Article.
- C. Each teacher shall have the right to review and make copies of any material in the teacher's personnel file upon reasonable notice during the hours in which the Board's office is open.

ARTICLE 28

Discipline

A teacher shall be suspended without pay only for just cause.

ARTICLE 29

Long-term Substitutes

Compensation for Long-Term Substitutes:

Long-term substitutes, as defined under the Connecticut General Statutes and the regulations promulgated by the State Department of Education, shall be compensated in accordance with this section. Long-term substitutes who are hired for an assignment which is expected to last at least one full school year shall be paid in accordance with the provisions of Article 8, effective on the first day of the assignment. Long-term substitutes who are hired for an assignment which is expected to last less than one full

school year shall be paid at the BA Step One rate, as of the 41st school day in the same assignment.

Health Insurance Benefits for Long-Term Substitutes:

Long-term substitutes hired for an assignment which is expected to last at least one full school year may participate in the health insurance plan offered to teachers in accordance with the provisions of Article 5. Except as may be provided by law, in no other case shall any long-term substitute be eligible for health insurance benefits under this contract.

Sick Leave Benefits for Long-Term Substitutes:

Long-term substitutes shall be eligible for sick leave on a pro-rata basis, based on the percentage of the school year of their assignment as a long-term substitute.

All Other Contractual Rights and Benefits:

The provisions set forth in Articles 4, 5, 9, 12, 13, 14, 15, 18, 19, 20 and 24 shall not apply to long-term substitutes. In addition, the parties acknowledge and agree that long-term substitutes do not accrue seniority and have no recall rights.

ARTICLE 30

Duration

The provisions of this Agreement shall be effective as of July 1, 2014 and shall continue and remain in full force and effect until June 30, 2017.

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

SIGNATURES

For the Hebron Board of
Education

For the Hebron Education
Association

By _____

By _____

Date _____

Date _____

APPENDIX A

2014-2015 SALARY SCHEDULE

<u>YOE</u>	<u>Step</u>	<u>BA</u>	<u>Fifth</u>	<u>Sixth</u>
1-2	1	44,090	46,933	49,772
3	2	45,856	48,822	51,789
4-5	3	47,700	50,794	53,886
6	4	49,618	52,846	56,076
7	5	51,628	54,994	58,363
8	6	53,720	57,235	60,748
9	7	55,907	59,571	63,236
10	8	58,185	62,012	65,840
11	9	60,565	64,553	68,549
12	10	63,047	67,211	71,382
13	11	65,633	69,983	74,330
14	12	68,334	72,871	77,409
15+	13	72,472	77,311	82,111

There shall be no step advancement during the 2014-15 contract year.

2015-2016 SALARY SCHEDULE

<u>YOE</u>	<u>Step</u>	<u>BA</u>	<u>Fifth</u>	<u>Sixth</u>
1	1	44,549	47,421	50,290
2-3	2	46,333	49,330	52,328
4	3	48,196	51,322	54,446
5-6	4	50,134	53,396	56,659
7	5	52,165	55,566	58,970
8	6	54,279	57,830	61,380
9	7	56,488	60,191	63,894
10	8	58,790	62,657	66,525
11	9	61,195	65,224	69,262
12	10	63,703	67,910	72,124
13	11	66,316	70,711	75,103
14	12	69,045	73,629	78,214
15+	13	73,226	78,115	82,965

Effective at the beginning of the 2015-16 contract year, teachers who have not reached the maximum step of the applicable salary schedule shall advance one step on the schedule.

2016-2017 SALARY SCHEDULE

<u>YOE</u>	<u>Step</u>	<u>BA</u>	<u>Fifth</u>	<u>Sixth</u>
1-2	1	45,863	48,820	51,774
3-4	2	47,700	50,785	53,872
5	3	49,618	52,836	56,052
6-7	4	51,613	54,971	58,330
8	5	53,704	57,205	60,710
9	6	55,880	59,536	63,191
10	7	58,154	61,967	65,779
11	8	60,524	64,505	68,487
12	9	63,000	67,148	71,305
13	10	65,582	69,913	74,252
14	11	68,272	72,797	77,319
15	12	71,082	75,801	80,521
16+	13	75,386	80,419	85,412

There shall be no step advancement during the 2016-17 contract year.