

AGREEMENT

NEW HARTFORD BOARD OF EDUCATION

NEW HARTFORD EDUCATION ASSOCIATION

2015-2016 2016-2017

12/16/14

2117640v3

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AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO between the NEW HARTFORD BOARD OF EDUCATION (hereinafter called "Board") and the **NEW HARTFORD EDUCATION ASSOCIATION** (hereinafter called "Association").

ARTICLE I

RECOGNITION

The Board of Education recognizes the Association as the exclusive bargaining representative for all certified professional employees employed by the New Hartford Board of Education in positions requiring a teaching other certificate or a durational shortage area permit, and who are not included in the administrators' unit or excluded from the purview of Sections 10-153a to 10-153n inclusive.

DURATIONAL SHORTAGE AREA PERMITS

Employees holding a durational shortage area permit ("DSAP") shall be covered by all terms and conditions of this agreement, except as follows:

- a. Sabbatical Leave (Article V, Section B.1. and Exhibit II)
- b. Leaves of Absence—Study (Article V, Section C.4.)
- c. Reduction in Force (Article X)

A DSAP holder shall not accrue seniority or length of service for any purpose in the New Hartford Public Schools. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained 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 hire by the Board.

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.

Board Prerogatives

Except as is otherwise specifically provided in this agreement, as the same may be amended from time to time, it is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned rights, responsibility, and prerogative to direct the operation of the public schools and such other educational activities as in its judgment will best serve the interest of the Town of New Hartford; to give the children of New Hartford as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the need and program

for the summer school, if any; to determine the care, maintenance, and operation of buildings, lands, apparatus, and other property used for school purposes; to determine the number, age, and qualifications of the pupils to be admitted into each school; to employ, assign, and transfer teachers or other certified personnel; to suspend or dismiss the teachers of the schools in the manner provided by statute or ordinance; to designate the schools which shall be attended by various children of the Town; to make such provisions as will enable each child of school age residing in the Town to attend school for the period required by law, and provide for the transportation of children whenever it is reasonable and desirable; to prescribe rules for management, studies, classification, and discipline for the public schools; to decide the textbooks to be used and to approve the books selected therefore; to approve the plans for school buildings; to prepare and submit school budgets and, in its sole discretion, expend money appropriated by the Town for the maintenance of the schools, and to make such transfers to funds within the appropriated budget as it shall deem desirable. These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of the Agreement.

ARTICLE II

GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of the teachers. Both parties agree that proceedings shall be kept confidential, as is appropriate.

B. Definitions

1. "Grievance" shall mean a claim by an employee or group of employees, or by the Association on behalf of a group or class of employees, that his/her or their rights under the specific language of this Agreement have been violated, or that as to him/her or them, there is a misinterpretation or misapplication of this Agreement.
2. "Teacher or teachers" shall mean any certified professional employee(s) as defined in the Recognition Clause, Article I, of this Agreement.
3. "Party in interest" shall mean the person or persons bringing the claim, the person or persons against whom the claim is brought, and the Association according to the following conditions:
 - a. At levels 1 and 2, the Association is a party in interest only if the teacher or teachers elects/elect to be represented by the Association.

- b. At levels 3 and 4, the Association is a party in interest if the teacher or teachers has/have chosen to be represented by the Association. If the teacher or teachers has/have not chosen to be represented by the Association, the Association is a party in interest at levels 3 and 4 if it has decided to be present and to state its views at the hearing.

The representatives of each party in interest who are appointed in accordance with the terms of this contract shall also be considered parties in interest.

4. "Days" shall mean days when school is in session. However, during summer vacations, "days" shall mean weekdays (excluding holidays), provided, however, that during such vacation period, time limits for purposes of grievance procedure determination shall be waived for good cause if both parties consent in writing.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits may, however, be extended by written agreement of the parties in interest.
2. If a teacher or teachers does/do not file a grievance in writing fifteen (15) days from the date he/she or they should have known of his/her or their claim, the grievance shall be considered to have been waived.
3. Failure at any level by the aggrieved teacher or teachers or by his/her or their representative in accordance with the terms of this contract 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.

D. Informal Procedures

1. If a teacher or teachers feels/feel that he/she or they may have a grievance, he/she or they shall first discuss the matter with his/her or their principal before initiating the formal grievance procedure. The principal should arrive at a decision within three (3) school days.
2. If the teacher or teachers is/are not satisfied with such disposition of the matter, he/she or they shall have the right to have the Association assist him/her or them in further efforts to resolve the problem informally with the principal or other appropriate administrator.

E. Formal Procedures

1. Level One - School Principal

If an aggrieved teacher or teachers is/are not satisfied with the outcome of informal procedures, he/she or they may initiate the formal grievance procedure.

The principal shall, within five (5) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved teacher or teachers, with a copy to the Association.

2. Level Two - Superintendent of Schools

If the aggrieved teacher or teachers is/are not satisfied with the disposition of his/her or their grievance at Level One, the Association may, within ten (10) days after the formal presentation at Level One, elect to file the written grievance with the Superintendent of Schools.

The Superintendent shall, within six (6) days after receipt of the grievance, meet with the aggrieved teacher or teachers and/or with representatives of the Association, for the purpose of resolving the grievance.

The Superintendent shall, within six (6) days after the hearing, render his/her decision and the reasons therefor in writing to the aggrieved teacher or teachers, with a copy to the Association.

3. Level Three - Board of Education

If the aggrieved teacher or teachers is/are not satisfied with the disposition of his/her or their grievance at Level Two, the Association may, within ten (10) days after the date of the Superintendent's written decision, submit the grievance to the Board of Education by so notifying the Chairperson of the Board, in writing, with a copy to the Superintendent."

The Board of Education shall, within twenty (20) days after receipt of the appeal, meet with the parties in interest for the purpose of resolving the grievance.

The Board shall, within six (6) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved teacher or teachers, with a copy to the Association.

4. Level Four - Arbitration

- a) If the aggrieved teacher or teachers is/are not satisfied with the disposition of his/her or their grievance at Level Three, the Association may, within ten (10) days after the Board meeting, submit the grievance to arbitration by so

notifying the Chairperson of the Board, in writing, with a copy to the Superintendent.

- b) The Chairperson of the Board and the president of the Association shall, within five (5) days after such written notice is received by the Chairperson of the Board, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, they may extend the selection period five (5) days by mutual agreement. If they do not mutually agree to extend the selection period, or if an impasse is reached at the end of the extension, the American Arbitration Association shall immediately be called upon to select the single arbitrator. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c) The arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the record of prior hearings, and shall hold such further hearings as he/she shall deem requisite with the aggrieved teacher or teachers and other parties in interest.
- d) The arbitrator shall render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning and conclusions on the issues not later than twenty (20) days from the date the final statements and proofs are submitted to the arbitrator. The decision of the arbitrator shall be final and binding upon any party in interest.
- e) The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by, and must comply with, all of the terms of this Agreement. He/she shall have no power to add to, delete from, or modify in any way, any of the provisions of this Agreement.
- f) The cost for services of the arbitrator shall be borne equally by the Board and the Association. If a court stenographer is requested by either party, the Association and the Board agree to split the costs.

F. Rights of Teachers to Representation

- 1. No reprisals of any kind shall be taken by either party or by any member of the Administration against any participant in the grievance by reason of such participation.
- 2. Any party in interest may be represented at any level of the formal grievance procedure by a person of his/her or their own choosing, except that he/she or they may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher or teachers is/are not

represented by the Association, the Association shall have the right to be present and to state its views.

3. The Association may, if it so desires, call upon the professional services of the Connecticut Education Association (“CEA”) for consultation and assistance at any stage of the procedure. However, representatives of the CEA may be in attendance only at Level Two, Level Three and Level Four, and not at Level One.

G. Miscellaneous

1. No documents, communications, or records dealing with the processing of a grievance shall be filed in the personnel files of the participants.
2. If the act causing the alleged violation originates directly from the office of the Superintendent, the grievance may be initiated at Level Two.
3. Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent and made available through the mutual agreement between the Superintendent and the president of the Association to the interested parties and to the Association so as to facilitate operation of the grievance procedure.

ARTICLE III

SALARY

A. Salary Schedule

The salary schedules for positions filled by the certified professional personnel covered by this Agreement are set forth in Exhibits IA and IB, attached, which shall be considered part of this Agreement.

B. Placement on the Salary Schedule

At the time of initial employment, certified personnel shall be assigned to a step on the salary schedule commensurate with preparation, teaching experience, and national service, as outlined below.

1. Preparation

Preparation shall be determined to be that of the degree held from an accredited college or university and accompanying course credits as determined by the Superintendent to be applicable to the position being filled.

2. Previous Teaching Experience

The Superintendent, at his/her discretion, shall determine placement of a teacher on the salary schedule based upon preparation for placement in state identified shortage areas, teaching or administrative experience, and national service. Teachers with continuous experience shall be granted full credit on the salary schedule. The Superintendent's decision is final. In the event a year of previous experience did not involve working on a full-time basis, experience credit shall relate to the following formula:

0 - 89 days - no additional increment
90 - 180 days- 100% increment

A decision evaluating the equivalent of national service shall be made by the Superintendent at his/her discretion, based upon the quantity, length, and value of such service, as it pertains to the New Hartford Public Schools.

C. Advancement on the Salary Schedule

1. Based on Performance

- a. Teachers whose work is satisfactory shall be advanced one step on the salary schedule each year in years in which step advancement is provided as a result of contractual negotiations until maximum has been reached.
- b. Teachers who work less than full-time whose work is satisfactory shall be advanced one step on the salary schedule each year in years in which step advancement is provided as a result of contractual negotiations. Their salary shall be determined by multiplying the fractional time spent teaching in New Hartford by the appropriate step.

2. Based on Change in Classification

Teachers shall be reimbursed for courses taken at an accredited college or university, approved by the Superintendent, at the rate of fifty percent (50%) of the cost per credit pursuant to the requirements below. In no event, shall the Board's annual reimbursement under this section exceed \$10,000 annually.

- a. Teachers shall complete the form entitled "Request for Course Approval" prior to registering for a course for which they wish to be reimbursed.

Forms should be obtained from the building principals. The Superintendent's approval must be given prior to registration.

- b. Approval is granted only in cases where the Superintendent determines that taking a course will benefit the New Hartford School System. The decision of the Superintendent is final.
- c. Teachers shall be eligible for up to two (2) course reimbursements each school year. If, by January 15, funds are still available, teachers may apply for additional reimbursement.
- d. Request for payment from the Superintendent's office shall be made by June 1, with proof of successful course completion and upon receipt of documentation of payment by the teacher for the approved course.
- e. Teachers shall be eligible for tuition reimbursement as set forth in this Article, provided that they have been employed by the Board for at least two (2) full school years prior to applying for such reimbursement, and provided further that they actually remain employed by the Board for at least two (2) school years following the payment of any such reimbursement. Such agreements shall be executed in writing on forms provided by the Board. In the event that such a teacher separates from employment by the Board prior to the expiration of such two (2) year period following the payment of such reimbursement, (other than involuntary separation initiated by the Board), the teacher shall be required to repay to the Board a pro-rated amount of any such reimbursement paid by the Board, at the time of such separation. For example, if the teacher completes only one full year, the teacher shall be required to repay 50% of the total reimbursement amount.

D. Lateral Advancement on the Salary Schedule

- 1. Each teacher anticipating completion of the required courses for advancement to the next lane of the salary schedule for the following year shall notify the Superintendent in writing by January 1. If the teacher completes the course work by August 15, his/her salary shall be adjusted beginning with the first day of school. If the teacher completes the course work before January 15, the salary will be adjusted on the ninetieth day of the school year. Official transcripts must be submitted. However, the adjustment in salary will not be adversely affected by the inability of the college/university to provide a transcript in a timely manner. Once the transcript is received, salary will be adjusted retroactive to the appropriate date.
- 2. The terms used in the Salary Schedules shall be interpreted and applied in accordance with the following definitions:

- a. B.A.: A baccalaureate degree earned at an accredited college or university.
- b. B.A. +15: A baccalaureate degree, as defined above, plus the completion of fifteen (15) credits approved by the Superintendent and earned at an accredited college or university.
- c. M.A.: A master's degree, earned at an accredited college or university, in a program approved by the Superintendent.
- d. M.A. +15: A master's degree, as defined above, plus the completion of fifteen (15) credits approved by the Superintendent and earned at an accredited college or university.
- e. M.A. +30: A master's degree, as defined above, plus the completion of thirty (30) or more credits approved by the Superintendent and earned at an accredited college or university.

E. Additional Remuneration

Additional remuneration for extra duties shall be paid per the attached Exhibit III. The administration will review and revise existing job descriptions for the extra duties listed in Exhibit III. The administration will create written job descriptions for any extra duties that do not currently have written job descriptions. Once the Board has completed the process of reviewing, revising and creating job descriptions, each teacher in an extra duty position will receive a copy of the job description for the position he/she holds.

A teacher required by the Board of Education to attend a PPT or a court hearing, give a deposition, or the like, that is related to his/her professional duties and responsibilities, on any day other than contractual school days, shall be compensated on an hourly basis at their current per diem rate.

F. Longevity

Increased compensation will be paid annually for consecutive longevity according to the following schedule:

<u>Years Completed</u>	<u>Compensation Total</u>
15	\$900
20	\$1000
25	\$1100

Only years of continuous teaching experience in the New Hartford School System will be considered in calculating longevity compensation.

A teacher who achieved ten (10) years of service prior to July 1, 2002 shall continue to receive \$600 per year until the teacher leaves his/her employment as a teacher with the New Hartford Board of Education, or until he/she achieves fifteen (15) years of service. A teacher hired after July 1, 2002 will not be eligible for longevity payments.

G. Salary Payment Plan

1. In the case of a 12-month plan (26 payments), payday shall be every other Thursday between the opening of school and June 30 with a lump sum amount payable to the teacher by June 30. The first pay day shall occur on the first Thursday that coincides with the Town of New Hartford Payroll after the start of school. For computational purposes, the annual salary will be divided by the number of alternate Thursdays between the opening of school and August 31.
2. In the case of a 10-month plan (21 payments), pay day shall be every other Thursday from the opening of school through June 30. The first pay day shall occur on the first Thursday that coincides with the Town of New Hartford Payroll after the start of school. For computational purposes, the annual salary will be divided by the number of alternate Thursdays between the opening of school and June 30.

Teachers shall be paid via electronic direct deposit into a designated bank account of the teacher's choice. Such bank account number shall be provided to the Superintendent or her/his designee prior to the commencement of each school year. No teachers shall receive hard copy paystubs.

H. Travel Reimbursement

Teachers who are required to travel between facilities in the course of their employment shall be reimbursed for the use of their vehicle at the IRS rate for travel reimbursement. Teachers affected would submit an itinerary, in advance, to the Principal for his/her approval with final approval by the Superintendent. Reimbursement shall take place in the form of a check issued to the teacher in January and June.

I. Committee Work

Any teacher who is selected by the Board of Education to serve on a curriculum committee, the Curriculum Coordinating Council, the District Technology Committee or other committees as designated by the Superintendent will be compensated on an hourly basis at thirty dollars (\$30/hour) for work required to be performed on any day other than contractual school days or during any hours outside of the regular teacher work day.

ARTICLE IV

BENEFITS

A. The Board shall provide and fund, according to the premium cost-sharing formula referenced below, the following health insurance benefits for each insured and any eligible dependents: (Note, for part-time teachers and health insurance benefits, please refer to Article XI, section 8).

1. A PPO Insurance Plan with the following benefits (Base Plan):

- a. \$30 copay for home and office
- b. \$500 copay per in-patient hospitalization
- c. \$ 500 copay for out-patient surgery
- d. Prescription Drug Benefit with three tier public sector managed formulary of \$10/20/30 plan (generic/listed brand name/non-listed brand name) with unlimited maximum. The retail prescription is a 30 day supply and the mail order is a 90 day supply for 2 copays.

2. PPO plan with the following benefits (Buy Down Plan):

- a. \$30 copay for home and office
- b. \$500 copay per in-patient hospitalization
- c. \$ 500 copay for out-patient surgery
- d. Prescription Drug Benefit with full managed commercial edits and a \$10/\$20/\$30 formulary (generic/listed brand name/non-listed brand name) with unlimited maximum. The retail prescription is a 30 day supply and the mail order is a 90 day supply for 2 copays.

3. A High Deductible Health Plan with a Health Savings Account (HDHP/HSA Plan) including the following components:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family)	\$2000/4000	
Co-insurance	N/A	20% co-insurance after deductible, subject to co-insurance limits

Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense	20% co-insurance after deductible, subject to co-insurance limits
Co-insurance Maximum (Individual/Aggregate Family)	\$4000/8000	
Cost Share Maximum (Individual/Aggregate Family)	\$4000/8000	
Lifetime Maximum	Unlimited	Unlimited

The Board will fund forty-five percent (45%) of the applicable HSA deductible amount for each teacher who elects coverage under the HDHP/HSA plan. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts on September 1. 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.

4. Each employee shall have the option to enroll the following dental plan for the employee and the employee's eligible dependents: Blue Cross/Blue Shield Flexible Dental Benefits with \$50 per member per benefit period and \$150 family deductible with applicable coinsurance and maximums for individuals and family members. Effective July 1, 2005, the annual maximum shall be increased to fifteen hundred dollars (\$1,500). Each employee shall contribute to the cost of their dental insurance based on the premium cost-sharing formula outlined below for the PPO Plan.

The above descriptions of the Plans are summaries of Plan benefits. Copies of the actual group policies are on file in the Superintendent's office.

For contract year 2015-2016, the Board shall fund seventy-nine and one-half percent (79.5%) of the premium costs for the health and dental insurance, and the employee shall fund twenty and one-half percent (20.5%) of the premium costs.

For contract year 2016-2017, the Board shall fund seventy-nine percent (79%) of the premium costs for the health and dental insurance, and the employee shall fund twenty one percent (21%) of the premium costs.

B. Life Insurance

The Board will provide a \$100,000 life insurance policy for the employees and an Accidental Death and Dismemberment Clause of which the Board will pay the same percentage of the premium as it pays for the PPO health insurance plan. The remainder shall be paid by the teacher.

C. The Board of Education reserves the right to self-insure in whole or in part and/or to change insurance administrators/carriers/plans with respect to any insurance benefit provided pursuant to this Article IV, so long as the proposed change results in coverage which is comparable when considered as a whole to the benefits in effect immediately prior to the change. The Board shall provide the Association with a copy of any proposed change prior to the changes taking effect. In order to implement the proposed change, the Board and the Association must be in agreement that the proposed results in coverage which is comparable when considered as a whole to the benefits in effect immediately prior to the change. In the event of a disagreement between the Board and the Association concerning the proposed change, the Board and the Association agree to submit the proposed change to an arbitrator with experience in the area of insurance to determine whether the proposed change meets the standard described herein.

D. The Board will provide Long Term Disability Income Insurance for each employee. The Board will pay the same percentage of the premium for the Long-Term Disability plan as it pays for the PPO health insurance plan. The remainder of such premium shall be paid by the teacher.

E. Annuity

Teachers shall be eligible to participate in an Individual Retirement Plan. The Association may select up to ten (10) companies through which such plans may be offered. If enrollment in a plan selected by the Association drops to no employees, the Board will promptly notify the Association. If, within two weeks after such notification, no employee selects such a plan, the company offering the plan will be dropped from the group of companies through which the Individual Retirement Plan is offered. The New Hartford Education Association agrees to hold the Board of Education harmless with respect to all aspects of administering the Individual Retirement Plan.

The employees shall be limited to three (3) changes in payroll deductions per contract year related to the Individual Retirement Plan.

ARTICLE V

LEAVES OF ABSENCE

A. Leaves of Absence with Full Pay

1. Sick Leave

- a. Employees shall be credited with fifteen (15) sick days on July 1 of each contract year. Unused sick days may be accumulated to a maximum of one hundred and eighty (180) days.
- b. Sick leave may be used for personal illness or injury.
- c. Up to fifteen (15) of an employee's sick leave days may be used for illness in the immediate family per year. For the purposes of this section, immediate family shall be defined as a teacher's spouse, child, stepchild, parent, grandparent, or any other person for whose care the staff member is primarily responsible.

2. Personal Business

- a. A total of three (3) days per year with pay shall be allowed for urgent personal business which cannot be scheduled outside of regular school hours, or for religious obligations that cannot be met outside the school day. In the case of religious holidays, employees may be granted up to two (2) days per year with no resulting loss of personal days, subject to the approval of the Superintendent. Such days must be used in the year they are earned and may not be carried over from year to year. The decision of the Superintendent with respect to the granting of such days is final.
- b. Personal leave time may not be used as leisure time for recreational activities or vacation time.
- c. Notification for personal business days shall be made to the building principal as much in advance as possible, and at least 48 hours (except in emergencies) prior to asking for such leave. At the time of application, a specific statement of the reason for the request shall be given in all but two (2) personal business days per year.

- d. Personal business days should not be requested the day or consecutive days prior to or the day or consecutive days following any vacation or holiday, except in an emergency or a special circumstance approved by the Superintendent. The decision of the Superintendent with respect to the granting of such days is final.
- e. As of July 1, 2008, personal days must be used in the year in which they are earned and shall not be accumulated. Employees hired before July 1, 2002, who have accumulated personal leave prior to July 1, 2008 shall be able to apply all unused personal days for retirement purposes.
- f. If an employee with fifteen consecutive years of service with the New Hartford Public Schools retires from the teaching profession and takes retirement under the Section 10-183b et seq. of the Connecticut General Statutes, the employee will be compensated for personal days accumulated prior to June 30, 2007 that were not used at the per diem rate of the teacher as of June 30, 2007. For budgetary reasons, any teacher who intends to resign for purposes of retirement must submit his/her resignation by December 15 of the work year in which he/she intends to retire. A teacher who is eligible for the benefits set forth in this paragraph and who submits notification by December 15 shall receive payment in July of the fiscal year after termination of employment. A teacher who is eligible for the benefits set forth in this paragraph who fails to provide notification on or before December 15 of the work year in which he/she intends to retire shall receive payment in July of the calendar year following the calendar year in which the teacher retires (i.e. the following fiscal year).

In the event of an emergent situation, a teacher may submit her/his notification after December 15 of the work year he/she plans to retire. The Superintendent, in his/her sole discretion, may grant payment in July of the calendar year that the teacher retires.

3. Bereavement Leave

- a. A total of five (5) days with pay shall be allowed per death of a teacher's spouse, child, parent, or person residing in the teacher's household.
- b. At total of two (2) days shall be allowed for the death of a teacher's brother, sister, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt or uncle.
- c. The Superintendent may, in his/her discretion, grant bereavement leave for the deaths of individuals other than those identified above or extend the length of bereavement from 2 days to 5 days in unique circumstances.

4. Absence for Professional Reasons

Absence with pay may be allowed for visiting days, attendance at conventions, participation in school evaluations, education conferences, or other forms of professional improvement, if approval is granted in advance by the Superintendent of Schools. Such days are not chargeable against allotted sick leave or personal leave.

5. Absence in Excess of Allowance

Excused absence in excess of allowance shall result in deduction from salary at the per diem rate of the annual salary for each day of absence.

B. Leaves of Absence with Partial Pay

1. Sabbatical leave with partial pay shall be granted by the Board, subject to the provisions of Exhibit II, attached, which shall be considered part of this Agreement.
2. Any teacher who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days.

If called, the teacher should notify the Superintendent. The Superintendent will write a letter asking for an exclusion. If the teacher is not excused, the Board will pay the difference between the daily salary and the jury fee.

C. Leaves of Absence without Pay

1. FMLA Leave

Employees who have worked for the Board of Education for at least twelve (12) months and who have worked at least 1,250 hours in the twelve months preceding commencement of the requested leave may submit a written request to the Board of Education seeking up to twelve (12) weeks unpaid leave during any rolling twelve month period in accordance with the Federal Family and Medical Leave Act ("FMLA"), 29 U.S.C. Section 1601, *et seq.* If the requested leave is granted by the Board of Education, any accumulated paid leave time must be exhausted first in situations where the leave being taken by the employee is covered by the FMLA, and said paid leave shall be included in, and shall not be in addition to, the aforementioned twelve weeks of allowable leave. A medical certificate acceptable to the Board shall be required for FMLA leave situations.

Employees on leave under this provision will not continue to accumulate sick leave; however, the continuity of employment shall be preserved for purposes of seniority.

Employees on leave under this provision shall have their health insurance coverage maintained during such leave on the same terms as if the employee had continued to work; provided if the employee fails to return to work, the employee shall be liable for the retroactive premium payments in accordance with the FMLA.

2. Child Rearing Leave

It is recognized that some teachers may be eligible for a leave of absence without pay under the FMLA, as described above. In addition to FMLA leave, any teacher who has acquired tenure and is expecting a child, or whose spouse is expecting a child, or who has firm plans to adopt a child in the immediate future, upon request, may be granted a long-term leave without pay, for child-rearing purposes. The request for such leave must be made in writing at least thirty (30) days prior to its commencement and must indicate the length of time for said leave. Normally, the leave shall not exceed one year, and any period of FMLA leave taken will be counted against the one year provided for in this subsection. However, requests for extensions of the leave may be granted at the discretion of the Board of Education. During such leave, the teacher may continue in his or her insurance benefits at his or her own expense. Upon return, a teacher shall be assigned to his or her former position or an equivalent position at the discretion of the administration. Leave under this paragraph may be granted to non-tenure teachers, in unusual circumstances, upon recommendation of the Superintendent of Schools and approval of the Board of Education.

Unless mutually agreed otherwise, all teachers returning from child rearing leave will be expected to return at the start of a school year. Teachers will normally not be permitted to return during a school year. Teachers who cannot return to work immediately following the childrearing leave must give notice to this effect to the Board of Education as soon as reasonably possible but no later than June 1.

3. Study

A one-year leave of absence for approved study or planned program of professional activity may be granted to a teacher with reinstatement subject to availability of a position for which the teacher is qualified as determined by the Superintendent of Schools.

ARTICLE VI

WORK YEAR

For the 2015-2016 school year and thereafter, teachers will work 187 days. At least 5 of the teacher work days shall be professional development days.

The student day for grades K through 6 at all schools shall be 6 hours and 50 minutes. The teacher work day shall be 7 hours and 15 minutes. The placement of time beyond the student day shall be at the teacher's option, provided that it is used to meet professional obligations.

In addition to one hour staff meetings, which shall commence no later than 3:30 pm and end no later than 4:30 pm, teachers shall be available for one additional one hour meeting per month, which shall be used for targeted professional development and team-based collaboration. These additional one hour meetings shall commence no later than 3:30 pm and end no later than 4:30 p.m. When the determination is made by the Professional Development and Evaluation Committee (PDEC)-as specified by state statute and guidelines-that combining such meetings will be beneficial, the one hour staff meeting and the one hour professional development session may be combined into one two hour meeting for a given month. Such faculty and/or professional development meetings will be pre-scheduled during the fall to provide for calendar planning and an agenda will be provided no later than Friday prior to the meeting. In months with Open House or Parent Teacher Conferences, such meetings shall not be scheduled the week of these obligations. Additionally, two hour meetings shall not be scheduled the week report cards are due for submission.

In the event that a targeted professional development meeting is canceled due to inclement weather, staff shall be notified if there is to be a "makeup" date within two school days. Staff shall make arrangements with their administrators in the event that, despite all reasonable efforts, they are unable to attend a re-scheduled professional development session due to prior obligations.

All full-time teachers are required to attend staff meetings. If a teacher anticipates a difficulty in attending a staff meeting, he/she must take the following steps:

1. notify the pertinent administrator as soon as possible; and
2. obtain permission to miss the meeting; and
3. make arrangements with the administrator to obtain pertinent information from the meeting.

ARTICLE VII

WORKING CONDITIONS

A. Teacher Assignment

Teachers shall be notified in writing of their assignments for the coming school year as soon as practicable, and, under normal circumstances, not later than June 1. Changes in assignment will be communicated in writing to the teacher affected as soon as practicable after the shift in assignment.

B. Vacancies, Postings and Transfers

1. The Superintendent shall post vacancies electronically to all staff. All vacancies shall be posted internally for ten (10) days prior to external posting.
2. Teachers wishing to transfer to a vacant position must submit such application to the Superintendent within ten (10) days of the vacancy posting. Internal applicants certified for the position shall be granted an interview.
3. The parties recognize that the Superintendent or his/her designee, in his/her sole discretion, shall decide who shall be transferred or appointed to any vacancy.
4. An involuntary transfer to a different grade or position may be made only after a meeting between the teacher involved and the Superintendent or his/her designee, at which time the reasons for the involuntary transfer shall be explained to the teacher.

C. Teacher Protections

1. Personnel Files: Teachers have the right to inspect their personnel files. No letters of reprimand or other disciplinary materials shall be placed in a teacher's personnel file without notice to the teacher. If a teacher has a question about written material contained in his/her personnel file, or an objection to any such written material, s/he may submit a written notation regarding any such material, and the same shall be attached to the file copy of the material in question. When a 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 interpreted to mean agreement with the content of the material.
2. Complaints Against a Teacher: Complaints shall be defined as written complaints directed towards a teacher and deemed serious enough at the time of receipt to become a matter of formal record. An appropriate administrator shall direct any investigation of any complaint against a teacher. No disciplinary action shall be taken as a result of a complaint against a teacher unless the teacher has had an opportunity to meet with the investigator and present statements regarding the complaint in question. The investigator shall make every effort to inform the teacher of the complaint as promptly as possible, recognizing that the investigator may determine that interviews of other individuals could precede that of the

teacher, and that other circumstances may prevent prompt notification to the teacher.

3. Just Cause: No teacher shall receive written discipline without just cause.

D. Lunch

1. All teachers shall have an uninterrupted, duty free lunch period not less than the student lunch period.

ARTICLE VIII

CLASS SIZE

The Board and the Association recognize that the desirable teaching load in any classroom is 25 pupils to a teacher. The Board and the Association recognize that class sizes under the above circumstances may rise to 25.

The Association acknowledges that growth may cause class size to exceed 25 during any school year and this is a matter beyond the control of the Board. The Board acknowledges the Association's willingness to accept the 25-plus situation, within reason, for the balance of any given school year. The Board agrees that, in any situation which results in an excess of 25 students per class, action will be taken by the September next following that school year to alleviate this condition.

ARTICLE IX

DUES

Service Fee Deduction

A. Conditions of Continued Employment

All teachers employed by the New Hartford Board of Education shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment. Teacher authorization shall be in writing on a form provided by the Superintendent and approved by the Superintendent and the President of the local Association.

B. Deductions

The New Hartford 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 the deduction from each paycheck for membership dues shall be equal to

the total Association membership dues divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The amount of the deduction for the service fee from each paycheck shall be equal to the total service fee divided by the number of paychecks from January 1 through and including the first 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 with notification no later than November 30 of each school year. The Association will assume all responsibility for dues deductions and fiscal matters pertaining to the Association.

The Board shall not be required to honor any authorization for deductions received after the third day of the school year in which the deductions are to be made, except in the case of new hires that commence employment with the Board after the third day of school. In cases of new hires, the Board shall not be required to honor any authorization for deductions received after the third school day of employment.

C. 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.

D. Forwarding of Monies

The Board of Education agrees to directly deposit into the Association account the amount of money deducted during that month. The Board shall provide a direct deposit slip to the Association treasurer along with a list of teachers for whom such deductions were made.

E. Lists

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

F. Reference to Association

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

G. Indemnification Clause

The Association agrees to indemnify and save the Board harmless from any and all claims, judgments, and damages including reasonable fees of the Board's attorney in any way connected with the Board fulfilling its obligation under this Contract.

ARTICLE X

REDUCTION IN FORCE

Prior to commencing action to terminate teacher contracts as a consequence of elimination of staff positions or reduction of the Full Time Equivalency (FTE) of positions, the Board of Education will give due consideration to its ability to effectuate position eliminations and/or reduction in staff by:

1. Voluntary retirements
2. Voluntary resignations
3. Transfer of existing staff members
4. Voluntary leaves of absence

The following criteria will be used to select those employees whose contracts are to be considered for termination:

A. Tenure status

If a teacher has attained tenure status, his/her contract of employment may be terminated if his/her position is eliminated, but only if there is no other position available in the school system for which the teacher is certified and qualified. Therefore, teachers who have acquired tenure will have first preference for retention in positions for which they are certified and qualified. This shall include first preference with regard to positions that are held by non-tenure teachers, in addition to positions which are open and available.

B. Other Criteria

Within the separate categories of tenure teachers and non-tenure teachers, the following criteria will be used in the order listed:

1. Areas of certification
2. Qualifications and ability, as determined by an objective evaluation of the teacher's performance
3. Total years of experience in New Hartford
4. Total years of experience in teaching

Nothing herein shall require the promotion of a teacher to a position of higher rank, authority, or compensation, although the teacher whose contract is to be terminated because of elimination of position is qualified and/or certified for the promotional position. Nothing herein shall require

the Board to offer a teacher, teaching less than full time, a full-time position or greater part-time position.

C. Recall Procedure

1. The name of any teacher whose services have been terminated because of the elimination of position or reduction in professional staff 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 provides the Board of Education with written notice of the address to which the Board of Education should send notice of reappointment during the one year recall period.
2. Any teacher on the reappointment list shall receive a written offer of employment at least one week prior to the date of reemployment. The teacher shall accept or reject the appointment in writing within one (1) week of receipt of the offer of reappointment.
3. If more than one (1) teacher is on the recall list, the teacher to be offered reappointment shall be selected by application of the criteria set forth in Section B of this Article.
4. No teacher from outside the system shall be hired until all qualified teachers on the recall list have been offered reappointment. Any teacher who declines reappointment during the recall period shall be dropped from the recall list.

ARTICLE XI

PART TIME TEACHERS

The parties agree to the following terms and conditions regarding part-time teachers:

1. Schedules for part-time teachers shall be determined by the Superintendent, and shall normally extend for the entire teacher work year. Normally, part-time teachers shall either work a schedule consisting of a certain number of full-time days per week; or a schedule consisting of 5 days per week working a partial day each scheduled teacher work day.
2. The annual salary for part-time teachers shall be determined by multiplying the fractional time spent teaching in New Hartford by the appropriate step on the salary schedule:
 - a) A part-time teacher who works one full day per week shall receive the fractional amount of the salary for which he or she would be eligible if he or she worked full-time, based upon the number of days during the teacher work year that he/she

is scheduled to work, in accordance with the teacher work year calendar. For example, if a part-time teacher had a schedule consisting of working on Mondays only, in the 2003-2004 school year, there are thirty-three (33) Monday work days scheduled for teachers. Thirty-three (33) divided by one hundred eighty-five (185) (the full teacher work year) equals .18 (the fractional rate of salary). If such part-time teacher was assigned to Step 1, BA Lane, such teacher's salary would be determined by multiplying .18 (the fractional rate) and \$30,770 (Step 1, BA Lane rate for 2003-2004), yielding \$5,538.60 as the salary amount for that part-time teacher.

- b) A part-time teacher who works every teacher work day for a fraction of the day would receive the same fraction of the salary at the appropriate step for which he or she would be eligible if he or she worked full-time. For example, if a part-time teacher had a schedule consisting of working sixty percent (60%) of each scheduled teacher work day, and he/she was assigned to Step 1, BA Lane, such teacher's salary would be determined by multiplying .6 (the fractional rate) and \$30,770 (Step 1, BA Lane rate for 2003-2004), yielding \$18,462 as the salary amount for that part-time teacher.
3. Sick and personal leaves, as described in Article V of the collective bargaining agreement, shall be available to part-time teachers on a pro-rata basis, but must be used in at least 1/2 day increments. Part-time teachers shall be eligible for pro-rata bereavement leave benefits, but such bereavement leave days must be used in full day increments. Provision of pregnancy disability and FMLA leave shall be in accordance with the laws governing the provision of such leaves.
 4. All part-time teachers are required to attend staff meetings. If a teacher anticipates a difficulty in attending a staff meeting, he/she must take the following steps:
 - a) notify the pertinent administrator as soon as possible; and
 - b) obtain permission to miss the meeting; and
 - c) make arrangements with the administrator to obtain pertinent information from the meeting.
 5. All part-time teachers must attend professional development sessions, as required by the Board. If a professional development session with required attendance occurs on a day during which a part-time teacher is not scheduled to work, or attendance causes a part-time teacher to work in excess of his/her normal working hours, such part-time teacher shall be reimbursed based upon a pro-rata portion of his/her per diem rate, rounded to the nearest quarter-hour. For the purposes of this paragraph, the teacher's per diem salary rate shall be established by dividing the full-time annual salary amount for the teacher's appropriate step on the salary schedule by one hundred and eighty-five (185).

6. Part-time teachers may make requests to the Superintendent for alternative professional development activities. The Superintendent shall have discretion to approve or deny such requests.
7. At the time the salary agreement is signed, the part time teacher will be given a complete list of the professional development days that the teacher is expected to attend. If a conflict occurs due to other employment, an alternative plan may be approved in the discretion of the Superintendent.
8. Health Insurance benefits, as described in Article IV of the collective bargaining agreement, shall be available to part-time teachers on a pro-rated basis. As such, the Board will contribute the fractional percentage (based on the teacher's FTE percentage) of the amount the Board pays for full-time teachers. For example, if the Board's dollar contribution for a full-time teacher is \$10,000, then the Board would pay \$6,000 for a .6 FTE teacher, and the .6 FTE teacher would pay the difference between that \$6,000 amount and the full premium. This provision shall not be applicable to any current part-time employees employed by the Board on or before June 30, 2015. Such employees shall be eligible for the benefits available to full-time employees as set forth in Article IV of the collective bargaining agreement.

ARTICLE XII

PLANNING TIME

There shall be a minimum of twenty-five (25) consecutive minutes per day of scheduled planning time reserved for the teacher to prepare lessons and/or to meet his/her professional responsibilities during the school day. This time shall not be used for PLC meetings or other required meetings, unless there are emergency circumstances, as determined by the Administration.

ARTICLE XIII

Teachers who are partners in a Civil Union shall be entitled to all the same rights and benefits accorded to married teachers under the collective bargaining agreement or by past practice. The terms "spouse" and "family" in this Agreement shall be understood to include the teacher's civil union partner.

ARTICLE XIV

DURATION

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

Proposed revisions shall be subject to the provisions of the Connecticut General Statutes. This Agreement encompasses all matters of salary and working conditions presently agreed upon by both parties and replaces all previous notions of this nature relating to the subject.

The Association agrees to abide by existing state statutes relative to work stoppages of any nature.

In the event that any provisions or portion of this Agreement is ultimately ruled illegal by a court of law, the balance and remainder of this Agreement shall remain in full force and effect.

This Agreement is made and entered into on this 29 day of December, 2014 by and between the New Hartford Board of Education and the New Hartford Education Association.

IN WITNESS WHEREOF, the parties hereunto set their hands this 29 day of December 2014.

NEW HARTFORD EDUCATION
ASSOCIATION

By: *J. J. Harris*
Co- President

NEW HARTFORD BOARD OF EDUCATION

By: *[Signature]*
Chair

EXHIBIT I-A

2015-2016

Step	BA	BA+15	MA	MA+15	MA+30
1	42,126	43,692	45,258	47,482	49,705
2	43,685	45,580	47,474	49,559	52,660
3	45,495	47,640	49,713	51,739	55,620
4	47,877	49,917	51,952	54,157	58,575
5	50,254	52,268	54,279	56,703	61,531
6	52,434	54,753	57,069	59,860	64,488
7	54,883	57,491	60,093	63,310	67,445
8	57,333	60,225	63,120	66,760	70,404
9	61,102	64,175	67,244	70,543	73,530
10	64,873	68,117	71,360	74,323	77,283
11	69,804	72,918	76,986	79,398	82,334
12	74,900	77,896	82,761	84,650	87,567

Teachers shall not advance a step on the salary schedule from their 2014-15 step.

EXHIBIT I-B

2016-2017

Step	BA	BA+15	MA	MA+15	MA+30
1	43,811	45,440	47,068	49,381	51,693
2	45,432	47,403	49,373	51,541	54,766
3	47,315	49,546	51,702	53,809	57,845
4	49,792	51,914	54,030	56,323	60,918
5	52,264	54,359	56,450	58,971	63,992
6	54,531	56,943	59,352	62,254	67,068
7	57,078	59,791	62,497	65,842	70,143
8	59,626	62,634	65,645	69,430	73,220
9	63,546	66,742	69,934	73,365	76,471
10	67,468	70,842	74,214	77,296	80,374
11	72,596	75,835	80,065	82,574	85,627
12	76,398	79,454	84,416	86,343	89,318

Teachers shall not advance a step on the salary schedule from their 2015-16 step.

EXHIBIT II
NEW HARTFORD BOARD OF EDUCATION
NEW HARTFORD, CONNECTICUT

SABBATICAL LEAVE

A. Purpose

The general purpose of a sabbatical leave is to improve the teacher's ability to render service to the educational system.

B. Eligibility

1. The applicant must have completed seven (7) consecutive years of service as a bargaining unit member in New Hartford.
2. The applicant must hold a provisional/professional certificate.
3. The applicant must have the recommendation of the Superintendent.
4. The applicant must be willing to return to the New Hartford system for further service. (See Section G)

C. Procedure

1. Application should be made in writing to the Superintendent and should include the following:
 - a. General outline of purpose
 - b. Dates of absence
 - c. Explanation of value to school system
 - d. Application should be dated not later than January 1 of the year proceeding the school year for which the leave is requested. In case of emergency, the Superintendent may waive the above date requirements.
2. The applicant will be notified of the Superintendent's approval or disapproval within sixty (60) days after receipt of the application by the Superintendent.
3. The Board reserves the right to reject any and all applicants.
4. An acceptable substitute must be found.

D. Term

Leave under any one grant shall be granted for a period of no more than one year or less than one semester.

E. Quota

No more than one (1) staff member may be absent on this leave at any one time.

F. Finances

1. Salary for a staff member on leave shall be one-half of the salary for teaching duties which he/she would normally be entitled to during the time of absence.
2. All retirement and insurance programs will remain in effect and all normal deductions shall be made.
3. All normal benefits afforded to the regular staff are retained by the teacher on leave.
4. Course credits earned on sabbatical leave are not eligible for reimbursement under existing plans. They are eligible for degree status.

G. Return

1. The employee shall be restored to his/her position, a like position or another for which he/she is qualified, provided all other rules and regulations of the Board are met.
2. The teacher shall agree to return to employment in New Hartford for one (1) contract year in the event of a one-half (1/2) year's leave, or two (2) full years in the event of a full year's leave.
3. Within one month of return to his/her position, the employee shall file a final written report explaining how he/she has grown personally and how this growth will benefit the New Hartford schools.

H. Failure to Complete Return Agreement

Failure by the teacher to return through his/her own or controllable fault, as determined by the Board, shall immediately make the teacher liable for complete payment of all funds granted to the teacher for the sabbatical period.

EXHIBIT III

EXTRACURRICULAR PAY

White Memorial Faculty	\$250 per diem
Band	\$1500
TEAM Mentor	\$525 per mentee per year
Teacher in Charge	\$1,000
Professional Development Presenter	\$200 (if 1/2 day presentation) \$100 (if after school presentation)
SRBI Team Member	\$300 per Team Membership
Transferred Teacher Mentor	\$400
Long Term Substitute Mentor	\$40/month
Climate Committee Team Member	\$250

* An annual application process is required for the above positions. The Superintendent or designee will choose the successful applicant.