

**STERLING  
EDUCATION  
ASSOCIATION**

**July 1, 2013  
to  
June 30, 2016**

---

**PROFESSIONAL  
AGREEMENT**

---

**STERLING BOARD OF EDUCATION**

## TABLE OF CONTENTS

	<u>Page</u>
Article 1	Preamble.....1
Article 2	Recognition .....1
	Durational Shortage Area Permit.....1
	Substitute Teachers .....1
Article 3	Board Prerogatives .....2
Article 4	Professional Negotiations.....2
Article 5	Duration.....3
Article 6	Zipper Clause .....3
Article 7	Amendment.....3
Article 8	Severability .....3
Article 9	Just Cause.....3
Article 10	Grievance Procedure .....4
	Purpose.....4
	Definitions.....4
	Time Limits.....4
	Informal Procedure .....4
	Formal Procedure.....5
	Rights of Teachers to Representation.....6
	Miscellaneous .....7
Article 11	Staff Salaries .....7
Article 12	Vacancies and Transfers .....7
Article 13	Payroll Schedule.....8
Article 14	Degree Definitions .....8
Article 15	Placement On The Salary Schedule .....9
Article 16	Extra Pay For Extra Duty .....9
	Mentor Teacher .....10
Article 17	Annuity Plan.....10
Article 18	Retirement/Severance Pay .....10
Article 19	Leaves of Absence .....11
	Sick and Personal Leave .....11
	Parenthood & Child-Rearing Leave.....11
	Jury Duty.....12
	Peace Corps and Vista Leave.....12
	Fifth Disease .....12
	General Leave .....12
	Professional Days.....13
	Association Leave.....13
	Exchange Teacher Leave .....13
	Sabbatical Leave.....13
	FMLA Leave.....14
Article 20	Class Size .....14
Article 21	Employment Year .....14

# TABLE OF CONTENTS

(continued)

	<u>Page</u>
Article 22	Teaching Assignments ..... 15
Article 23	Teacher Facilities ..... 15
Article 24	Working Conditions ..... 16
Article 25	Use of School Facilities ..... 16
Article 26	Teacher Files ..... 17
Article 27	Protection of Teachers..... 17
Article 28	Personal Injury Benefits ..... 17
Article 29	Payroll Deductions ..... 17
	Deduction Procedures ..... 18
	Professional Service Fee ..... 18
Article 30	General Provisions ..... 19
	Course Reimbursement ..... 19
Article 31	Board Policies ..... 19
Article 32	Academic Freedom ..... 19
Article 33	Insurance Benefits ..... 20
	Insurance Waiver ..... 22
	Life Insurance ..... 22
Article 34	Reduction Of Professional Staff..... 22
	Tenured/Non-tenured Teachers ..... 23
	Reappointment ..... 24
Article 35	Length of the Teacher Workday ..... 24
Article 36	Planning Time ..... 25
Article 37	Longevity ..... 25
Article 38	Signatures ..... 26
Appendix A	Salary Schedules ..... 27
	2013-2014 Salary Schedule..... 27
	2014-2015 Salary Schedule..... 28
	2015-2016 Salary Schedule..... 29
Appendix B	2013-2016 Stipend Schedules ..... 30
Appendix C	Insurance Schedules Matrix ..... 31
	Preferred Provider Plan (PPO) ..... 31
	Point of Service Plan (POS) ..... 34

This Agreement is made and entered into by and between the **Sterling Board of Education** (hereinafter referred to as the "Board") and the **Sterling Education Association** (hereinafter referred to as the "Association"), affiliated with the **Connecticut Education Association**.

## **ARTICLE 1** **PREAMBLE**

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

## **ARTICLE 2** **RECOGNITION**

- A. The Board hereby recognizes the Association as the conclusive representative, as defined in the Teacher Negotiations Act, Connecticut General Statutes Section §10-153a, et seq., as amended from time to time, for the entire unit of certificated professional, and/or a durational shortage area permit, employees of the Board below the rank of Principal other than temporary substitutes.
- B. Unless otherwise indicated, the term "teacher", when used hereinafter in this Agreement, shall refer to all employees in the above unit.
- C. **Durational Shortage Area Permit (DSAP)**
  - 1. Teachers holding a DSAP shall be covered by all the terms and conditions of the collective bargaining Agreement, except:
    - (a) Article 12 (Vacancies and Transfers);
    - (b) Article 18 (Retirement/Severance Pay);
    - (c) Article 19 (Leaves of Absence), Sections B, D, E, G, I, J, and K;
    - (d) Article 22 (Teaching Assignments);
    - (e) Article 34 (Reduction of Professional Staff); and
    - (f) Article 37 (Longevity).

2. A DSAP holder shall not accrue seniority or length of service for any purpose in the Sterling Public School System. 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, 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.
3. The Board shall have the right 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.

**D. Substitute Teachers**

1. A "long term substitute teacher" shall be defined as a certified teacher employed to fill temporarily a position held by a member of the bargaining unit while that member is absent from work, and who has been employed for forty (40) consecutive days or more, but less than an entire school year.
2. After forty (40) consecutive school days, long term substitute teachers shall be placed on BA Step 1 of the salary schedule and entitled to sick and personal leave, on a pro-rata basis, as set forth in this Agreement for the duration of the assignment, but otherwise shall not be covered by the terms and conditions of this Agreement.

**ARTICLE 3**  
**BOARD PREROGATIVES**

It is recognized that the Board has and will continue to retain, whether exercised or not, the sole right, responsibility and prerogative to direct the operation of the public schools in the town of Sterling in all its aspects, including but not limited to the following: To employ, assign and transfer teachers; to exercise those powers specified in Sections 10-220, 10-221, and 10-222 of the Connecticut General Statutes; to suspend or dismiss employees of the schools in the manner provided by statutes; to prepare and submit budgets to the Board of Finance, and in its sole discretion, expend monies appropriated in the budget as it shall deem desirable; to establish or continue policies, practices and procedures for the conduct of school business and, from time to time, to change or abolish such policies, practices and procedures; to discontinue processes or operations or discontinue their performance by employees; to select and determine the number and types of employees required to perform school operations; to establish contracts or subcontracts for school operations; and to determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the school district.

**ARTICLE 4**  
**PROFESSIONAL NEGOTIATIONS**

- A. The Board agrees to negotiate in good faith with the Association pursuant to Section 10-153b through 10-153f of the General Statutes, as amended in accordance with the procedure set forth herein, to secure a successor Agreement relative to all matters concerning salaries and all other

conditions of employment. The Agreement, so negotiated, shall bind and inure to the benefit of the Board and all members of the unit and shall be reduced to writing and signed by the Board and the Association.

- B. During negotiations, the Board and the Association shall exchange relevant data, points of view and proposals and counterproposals with respect to salaries and any other conditions of employment about which either party wishes to negotiate. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

**ARTICLE 5**  
**DURATION**

The provisions of the Agreement shall be effective as of July 1, 2013, and shall continue and remain in full force and effect to and including June 30, 2016.

**ARTICLE 6**  
**ZIPPER CLAUSE**

This Agreement contains the full and complete agreement between the Board and Association on all negotiable issues. The parties may mutually agree to negotiate during the term of this Agreement or shall negotiate if ordered to do so by an authority of competent jurisdiction.

**ARTICLE 7**  
**AMENDMENT**

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

**ARTICLE 8**  
**SEVERABILITY**

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

**ARTICLE 9**  
**JUST CAUSE**

No teacher shall be denied an increment, given a written reprimand, or suspended without just cause.

## **ARTICLE 10**

### **GRIEVANCE PROCEDURE**

#### **A. Purpose**

The purpose of the following grievance procedure is to settle equitably, at the lowest possible administrative level, issues which may arise from time to time with respect to the salaries, hours and working conditions of teachers provided for in this Agreement. Both parties agree that the proceedings under this Article shall be kept as confidential as is appropriate. Termination or non-renewal of contract, covered under the Teacher Tenure Act, Connecticut General Statutes §10-151, as amended from time to time, is not subject to the grievance arbitration provisions of this Agreement.

#### **B. Definitions**

1. "Grievance" shall mean a complaint by a teacher or a group of teachers that, as to him/her or them, there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.
2. "Teacher" shall mean any person who is included in the bargaining unit as defined in Article 2.
3. "Party in interest" shall mean the person or persons making the claim, including their designated representative as provided for herein, any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
4. "Days" shall mean days when school is in session, except that during the summer, days shall mean business days.

#### **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 does not file a grievance in writing within fifteen (15) days after he/she knew, or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
3. Failure by the aggrieved teacher at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

#### **D. Informal Procedure**

1. If a teacher feels that he/she may have a grievance, he/she may first discuss the matter with his/her Principal or other appropriate administrator in an effort to resolve the problem informally.

2. If the teacher is not satisfied with such disposition of the matter, he/she shall have the right to have the Association assist him/her in further efforts to resolve the problem informally with the Principal or other appropriate administrator.

E. **Formal Procedure**

1. **Level One -- School Principal**

- (a) If an aggrieved teacher is not satisfied with the outcome of the informal procedures or if he/she has elected not to utilize such procedures, he/she may, within the time period referred to in Section C.2 above, present his/her claim as a written grievance to his/her Principal or other appropriate administrator.
- (b) 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, with a copy to the Association.

2. **Level Two -- Superintendent of Schools**

- (a) If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level One, he/she may, within three (3) days after the decision, or within eight (8) days after his/her formal presentation, file his/her written grievance with the Association for referral to the Superintendent of Schools.
- (b) The Association shall within five (5) days after receipt refer the grievance to the Superintendent but, prior to so doing, the Association shall provide an opportunity for the aggrieved teacher to meet with the appropriate Association committee to review the grievance.
- (c) The Superintendent shall, within ten (10) days after receipt of the referral, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance. A full and accurate record of such hearing shall be kept by the Superintendent on a specified form and made available to any party in interest upon written request.
- (d) The Superintendent shall, within five (5) days after the hearing, render his/her decision and the reasons therefore in writing to the aggrieved teacher with a copy to the Association.

3. **Level Three -- Board of Education**

- (a) If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within three (3) days after the decision, or within six (6) days after the hearing, file the grievance again with the Association for appeal to the Board of Education.
- (b) The Association shall, within three (3) days after receipt, refer the appeal to the Board of Education.



- (c) The Board of Education shall, no later than ten (10) days after receipt of the appeal, meet with the aggrieved teacher and with the representatives of the Association for the purpose of resolving the grievance. A full and accurate record of such hearings shall be kept by the Superintendent and made available to any party of interest upon written request.
- (d) The Board shall, within three (3) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved teacher with a copy to the Association.

4. **Level Four -- Arbitration**

- (a) If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within eight (8) days after the decision by the Board, or within ten (10) days after the Board meeting, in writing submit the grievance to the American Arbitration Association for arbitration in accordance with their administrative procedures, practices and rules, with a copy to the Board.
- (b) 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 with the aggrieved teacher and other parties in interest as he/she shall deem requisite.
- (c) The Arbitrator shall hear and decide only one (1) 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.
- (d) The Arbitrator shall render his/her decision, thirty (30) days after the closing of the hearing, in writing to all parties in interest, setting forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision of the Arbitrator shall be final and binding upon all parties in interest.
- (e) The costs for the services of the Arbitrator shall be borne equally by the Board and the Association.

F. **Rights of Teachers to Representation**

1. No reprisals of any kind shall be taken by either party or by any member of the Administration against any participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at Levels Two and Three of the formal grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure.

3. The Association may, if it so desires, call upon the professional services of the Connecticut Education Association for consultation and assistance at any stage of the procedure.

G. **Miscellaneous**

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

**ARTICLE 11**  
**STAFF SALARIES**

- A. The salaries of all teachers covered by this Agreement are set forth in Appendix A, which is attached hereto and made a part hereof.
- B. The salaries of all teachers who perform additional duties covered by this Agreement under "Additional Salary Schedules" are set forth in Appendix B, which is attached hereto and made a part hereof.

**ARTICLE 12**  
**VACANCIES AND TRANSFERS**

- A. Positions as used in this Section mean any position which pays a salary differential and/or involves an additional or higher level of responsibility, or is listed in Appendices A and/or B of this Agreement.
- B. Vacancies of positions which are caused by death, retirement, discharge, resignation, or by the creation of a new position shall be filled pursuant to the following procedures:
  1. The existence of vacancies of position shall be adequately publicized, both within and outside the system, including a notice at Sterling Community School (by posting or otherwise) as far in advance of the date of filling such vacancy as possible (at least five [5] days in advance). Where need to fill a vacancy arises during the summer months, electronic notification shall be made to all qualified personnel who have previously made known in writing their interest to the Superintendent, and to the Association President.
  2. Said notice of vacancy of position within the bargaining unit shall clearly set forth the job description and qualifications for the position.
  3. Teachers who desire to apply for such vacancies of position shall file their applications in writing with the Superintendent within the time limit specified in the notice.
  4. Such vacant positions shall be filled by the best qualified applicant on the basis of certifica-

tion and qualification for the vacant position provided, however, that where two (2) or more applicants are equally qualified, the applicant with the greatest amount of seniority in the system shall be given preference. Qualifications shall mean evaluations and/or recommendations, previous related experience, specialized relevant training, and meeting the specifications for the position as posted.

5. In accordance with law, all appointments to such vacant positions shall be made without regard to age, race, creed, color, religion, nationality, sex, marital status, sexual orientation, disability or gender identity or expression. This paragraph shall not be subject to the grievance procedure.

### **ARTICLE 13** **PAYROLL SCHEDULE**

- A. Upon signing of a teacher's contract, each teacher shall have the option of the following payroll schedules:
  1. Payment of salary shall be made in twenty-six (26) equal bi-weekly payments to be made over twenty-one (21) pay periods during the school calendar year, with a balloon check equal to five (5) pay periods to be made on the last day of school in June. At the option of the teacher, he/she may request twenty-six (26) equal bi-weekly payments on a twelve (12) month basis.
  2. Payment of the teacher's salary to be made in twenty-one (21) equal bi-weekly installments during the school calendar year.
  3. Election of a payment option shall be made by each teacher no later than May 1<sup>st</sup>. If a teacher is hired after May 1<sup>st</sup>, such selection shall be made upon hire.
- B. All salary payments shall be paid by electronic direct deposit to a qualified financial institution of the teacher's choice.

### **ARTICLE 14** **DEGREE DEFINITIONS**

- A. The Salary Schedules listed in Appendix A of the Agreement shall be interpreted and applied in accordance with the following definitions:
  1. **Bachelor:** A baccalaureate degree earned at an accredited college or university.
  2. **Master:** A master's degree earned at an accredited college or university.
  3. **Sixth Year:** A second master's degree in a discipline other than the discipline in which the initial master's degree was attained, or a sixth year certificate.

- B. In order to receive credit for lateral advancement on the salary schedule, the accredited college or university must be one for which the Connecticut State Department of Education will recognize for certification purposes.

## **ARTICLE 15**

### **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 Article 14 of the Agreement.
  2. Full credit for previous teaching experience in public, private, and military dependency schools, provided that such experience shall have been continuous service of at least one-half ( $\frac{1}{2}$ ) of any school year. Intermittent or short-term substitute service will not be credited as previous teaching experience.
  3. No new teacher entering the employment of the Board shall be placed on a step on the salary schedule higher than a teacher already in the school system with the same academic preparation and teaching experience. Notwithstanding the foregoing, the Superintendent may grant salary credit on the salary schedule for up to two (2) steps higher for a new teacher entering the school system to fill a position in a state shortage area as designated by the State Department of Education on an annual basis.
- B. For years for which step movement is negotiated, there shall be no step movement unless the teacher worked more than ninety-one (91) days in the preceding school year. Approved leaves of absence shall not count towards the ninety-one (91) days.

## **ARTICLE 16**

### **EXTRA PAY FOR EXTRA DUTY**

- A. Extra duty for which extra compensation shall be paid and the amounts of such compensation are set forth in Appendix B, which is attached hereto and made a part of this Agreement. Extra duty assignments are described in Appendix B, and describe extra work beyond the normally scheduled teacher work day. All extra-curricular activities shall be approved by the Board of Education through the administration. All participation in extra-curricular activities shall be voluntary.
- B. Designation of the teachers assigned for the activities listed in Appendix B, shall be determined on an annual basis by the administration.
- C. **Mentor Teacher**
1. Any teacher who has successfully completed mentor training through an approved State Department of Education "*Mentor Training Program*" and who thereafter accepts an assignment to serve as a mentor for a new teacher under the TEAM Program shall be paid a stipend of three hundred dollars (\$300) for the first year of mentoring a new teacher and a

stipend of five hundred dollars (\$500) for the second year of mentoring a new teacher in the two-year (2) TEAM cycle program.

2. If a teacher is serving as a TEAM mentor and the mentee leaves the Board's employment for any reason during the course of a school year, the stipend for the TEAM mentor shall be pro-rated based on the number of months remaining in the school year at the time the mentee leaves the Board's employment.
3. Service as a TEAM mentor shall be voluntary in nature and all volunteers must be approved by the Superintendent of Schools or his/her designee.
4. Any teacher who has successfully completed mentor training through an approved State Department of Education "Mentor Training Program" and who thereafter accepts an assignment to serve as a TEAM reader under the TEAM Program shall be paid a stipend of three hundred dollars (\$300).

## **ARTICLE 17** **ANNUITY PLAN**

Teachers shall be eligible to participate in a "tax-sheltered" annuity plan established pursuant to United States Public Law No. 87-370.

## **ARTICLE 18** **RETIREMENT/SEVERANCE PAY**

- A. Upon the retirement of a teacher, such teacher shall be paid the equivalent of fifteen (15) days, over and above his/her regular compensation at his/her current salary. To be eligible for severance pay under this Section, the teacher must have been employed by the Sterling School System for at least fifteen (15) years, and, if terminated, must not have been terminated for cause. Payment will be made July 1 following retirement. Teachers hired on or after July 1, 1999 shall not be eligible for this benefit.
- B. Teachers shall notify the Board of Education of retirement prior to February 1 if they plan to retire by June 30 of that school year. All cash retirement benefits will be paid in July of the next fiscal year following the effective date of any retirement.
- C. Teachers resigning are expected to give thirty (30) day's notice of termination except in emergencies or extenuating circumstances.

## **ARTICLE 19** **LEAVES OF ABSENCE**

### **A. Sick & Personal Leave**

1. Each teacher shall be granted fifteen (15) days sick leave with full pay each school year.

Unused sick leave shall be accumulated from year to year to a maximum of one hundred fifty (150) days, so long as the teacher remains continuously in the service of the Sterling Board.

2. Each teacher shall be entitled to up to five (5) days personal leave for business which cannot be conducted outside the school day. Such leave will be granted at full pay, will not be deducted from accumulated sick leave and is non-cumulative. Teachers must request personal leave directly from their principal at least forty-eight (48) hours in advance, except in an emergency. Personal Leave may not be used to extend vacations or holidays, to provide long weekends or to afford time for job-hunting.
3. Each teacher shall receive on a yearly basis, one-half ( $\frac{1}{2}$ ) of the substitute's rate for each unused sick day in excess of the accumulated one hundred fifty (150) days. Unused sick days in excess of one hundred fifty (150) shall not exceed fifteen (15) days per year. Teachers hired on or after July 1, 2010 shall not be eligible for this benefit.
4. The Superintendent shall notify each teacher of his/her total number of sick days accumulated on or before the commencement of each new school year.
5. The Association agrees that that administration shall have the right to counsel teachers regarding sick leave utilization.

B. **Parenthood & Child-rearing Leave**

1. Disabilities arising out of pregnancy, childbirth, and related conditions shall be treated the same as other physical disabilities for all job-related purposes. The Board of Education agrees that it will not terminate a woman's employment because of her pregnancy. The Board of Education will grant to any female employee disabled due to pregnancy a reasonable leave of absence for the period of such disability, ordinarily not to exceed six (6) weeks. Six (6) weeks are defined as consecutive weeks which include holidays and vacations. Such leaves may exceed six (6) weeks for medical reasons; however, this will require a written statement by the woman's attending doctor. The Sterling Board of Education reserves the right to have the school physician verify such disability. Disability leaves arising out of pregnancy and childbirth may not overlap the commencement of childrearing leave. Upon signifying her intent to return, the employee will be reinstated to a position with equivalent pay and with no loss of accumulated seniority, retirement, fringe benefits, and other service credit. Such disability leave shall be paid to the extent that the female teacher has accumulated paid sick leave, and shall run concurrently with FMLA qualifying leave.
2. The Board of Education, upon the recommendation of the Superintendent, may grant in its discretion an unpaid leave of absence of up to one (1) year for childrearing of a newborn or newly adopted child. This provision shall not apply to non-tenured teachers. Any teacher who is on an unpaid leave of absence for childrearing in accordance with this Article may, subject to eligibility requirements of the carrier, elect to continue coverage under the Board's group insurance plans. The cost of coverage during said leave of absence shall be borne by the teacher.

3. Requests for leave under this paragraph shall be in writing stating the anticipated date that such leaves are to start.
4. All leaves of absence under this paragraph shall be counted towards eligibility for leave under the federal Family and Medical Leave Act.

C. **Jury Duty**

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. The staff member shall receive a rate of pay equal to the difference between the professional salary and the jury fee.

D. **Peace Corps And Vista Leave**

1. Leave of absence may be granted of up to two (2) years to teachers who join the Peace Corps as full-time participants in such programs.
2. No compensation shall be paid for such service.
3. The teacher returning from the Peace Corps or Vista leave shall be placed on the appropriate step in the salary schedule as though he/she had been active service in the system for the period of such leave.
4. All benefits accumulated before leave shall be reinstated as of the date of re-employment.

E. **Fifth Disease**

Upon request from her physician, subject to consultation with the school medical adviser, a pregnant teacher may be transferred to alternate duties in accordance with Connecticut General Statutes §46a-60 when there exists a risk of contagion of a disease potentially harmful to the fetus, including but not limited to Fifth Disease.

F. **General Leave**

Other extended leaves, with or without salary, may be granted at the discretion of the Board.

G. **Professional Days**

1. When it is evident that convention or conference attendance or the observation of an activity in another school building or school system will contribute to the effectiveness of the instructional program, the principal may grant convention or conference leaves, or permission to observe an activity in another school building or school system to teachers without loss of pay.
2. The Board may, at its discretion, reimburse all teachers attending a convention or conference, or observing activities in another school system.

H. **Association Leave**

If negotiation meetings between the Board and the Association are scheduled during normal working hours of a school day, not more than three (3) representatives of the Association shall be relieved from all regular duties without loss of pay, as necessary, in order to permit their attendance at such meetings. When it is necessary, pursuant to the Grievance Procedure in Article 10 of this Agreement, for a School Representative, member of the Committee on Personnel Policies, or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during a school day, he/she shall, upon notice to his/her supervisor and/or principal and to the Superintendent by the President of the Association, be released without loss of pay, as necessary, in order to permit participation in foregoing activities, but this privilege shall be limited to one (1) Association representative per grievance per day. Any teacher whose appearance in such investigations meetings or hearings as a witness is necessary shall be accorded the same right. The Association agrees that these rights shall not be abused.

I. **Exchange Teacher Leave**

In any year, teachers may be exchanged for teachers from some other school district in the United States or in a foreign country. Such exchange shall be initially recommended by the Superintendent to the Board of Education which shall recommend final action. All rights and privileges of the exchanged teacher shall continue in full force and effect during the exchange period.

J. **Sabbatical Leave**

1. Any teacher with fifteen (15) or more years of continuous experience in the Sterling School System will be eligible for a one (1) year sabbatical leave.
2. The Board of Education shall be notified in writing by February 1 of the teacher's intention for such leave for the ensuing school year.
3. At the discretion of the Board, up to one (1) sabbatical leave may be granted per year.
4. Teachers requesting to take a sabbatical shall receive a six percent (6%) salary subsidy, and the teacher shall be required to participate in the Connecticut Teachers Retirement System. Such salary subsidy shall be paid in monthly installments upon receipt of the teacher's monthly payment to the Connecticut Teachers Retirement Board.
5. Teachers who take a sabbatical leave of absence shall return to teaching in the Sterling School System for a period of at least one (1) school year following the completion of the sabbatical. Prior to embarking on such leave, the teacher shall execute a loan note provided by the Board of Education promising to repay any salary subsidies provided in this Article if the teacher fails to return to the Sterling School System for at least one (1) year following completion of the sabbatical. The note shall be forgiven at the rate of ten percent (10%) of the face amount for each school month of service completed in Sterling upon return from the sabbatical.



K. **FMLA Leave**

Any teacher who takes an unpaid leave under the Federal Medical Leave Act (FMLA) in order to care for a spouse, child, or parent shall substitute any accumulated sick leave, up to a maximum of three (3) weeks, which would be granted for an illness in the immediate family. Any paid sick leave used for an illness in the immediate family, which qualifies as FMLA leave, will count against the twelve (12) weeks of FMLA leave to which the teacher is entitled. Any additional payment under this Section beyond the original three (3) weeks cited herein shall be at the Board's discretion.

**ARTICLE 20**  
**CLASS SIZE**

- A. The Board and the Association agree that the number of students per class may have a significant effect upon the educational growth and achievement of those students.
- B. It is further agreed that the Board and the Association will attempt to limit the number of students assigned to an instructional offering so as to always be able to make maximum student learning possible.
- C. Class size is Board Policy. Board Policy will not change for the duration of this Agreement. Board Policy relative to class size will be placed in the teachers' handbook.

**ARTICLE 21**  
**EMPLOYMENT YEAR**

- A. The salaries provided in this Agreement are based upon an employment year of one hundred eighty-seven (187) days, which shall consist of at least one hundred eighty-one (181) full school sessions, as defined in the Connecticut General Statutes, and six (6) additional days, which may be devoted to purposes including, but not limited to, student instruction, in-service programs, staff development, or other educational purposes of the Board.
- B. Activities on professional days may include, but are not limited to, workshops, curriculum development, conferences, and visitations. Such activities shall be contiguous to the student school year and shall not be scheduled on weekends or holidays. If the Board, in its discretion, elects to lengthen the employment year beyond that provided above, or is required to do so by law, it will negotiate the impact of such change in accordance with statutory procedures.
- C. The Board may schedule up to two (2) days a year of new orientation activities for teachers new to the Sterling Public Schools, with such orientation days to take place prior to the beginning of each work year for teachers. During the initial year of employment, if a new teacher starts at the commencement of the school year and participates in the orientation days, the new teachers shall be credited with one additional personal day.

**ARTICLE 22**  
**TEACHING ASSIGNMENTS**

- A. Teachers initially employed by the Board shall receive their building, grade levels, and/or subject assignments from the Superintendent's office.
- B. Teachers already in the system shall receive notification of their programs, schedules, and classrooms for the ensuing school year prior to the close of the current school year. If changes are necessitated due to unanticipated circumstances regarding enrollment and/or budget constraints, or other circumstances, teachers will be notified of any changes in their programs, schedules, and classrooms for the ensuing school year within ten (10) days of the Superintendent's knowledge of the aforementioned circumstances.
- C. Teachers shall be notified in writing of any changes in their programs and schedules for the ensuing school year, the grades, levels and/or subjects that they will teach, and any special or unusual classes or assignments that they will have.
- D. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned to subjects, levels, and/or grades or other classes outside the scope of their teaching certificates.
- E. In accordance with law, teacher assignments shall be made without regard to age, race, creed, color, religion, nationality, sex, marital status, sexual orientation, disability or gender identity or expression. This paragraph shall not be subject to the grievance procedure.
- F. In the determination of assignments, the convenience and wishes of the teacher shall be considered.

**ARTICLE 23**  
**TEACHER FACILITIES**

- A. The Board shall provide adequate storage space for instructional materials and supplies.
- B. The Board shall provide a teacher work area containing adequate equipment and supplies to aid in instructions.
- C. The Board shall provide a furnished teacher's lounge with adequate lighting and an available telephone. A teacher shall reimburse the Sterling School System for the charges on any personal long-distance calls made on a school telephone by the teacher.

**ARTICLE 24**  
**WORKING CONDITIONS**

- A. All teachers shall have a duty-free lunch at least thirty (30) minutes for full school days and twenty

(20) minutes for planned teacher early dismissal days.

- B. The Board and the Association recognize that school enhancement and improvement is based on a collegial approach and that in order to address the needs of Sterling students and improve the quality of learning and morale, and therefore, the building principal shall invite teachers, as appropriate, to participate on school committees, which service shall be voluntary. Teachers desiring to work on a specific committee shall make a request to the building Principal, who shall make reasonable efforts to ensure equitable participation by teachers on relevant committees.
- C. Each teacher shall be notified electronically of any changes in policy, i.e. Board of Education policy, administrative regulations or teacher handbook.
- D. The Association President shall be notified in writing of the placement on the salary schedule and the experience of each employee by October 1 of each year.
- E. A teacher shall be required to perform student health care procedures (as listed in the Specialized Health Care Procedure Manual for School Nurses) only upon demonstrating competency in such procedures.

## **ARTICLE 25**

### **USE OF SCHOOL FACILITIES**

- A. The Association will have the right to use the school building without cost at reasonable times for meetings, provided, however that the Association will be required to pay for any additional custodial costs involved by reason of said meetings, provided such facilities use complies with the Board policy concerning same. The Principal will be notified in advance of the time and place of all such meetings.
- B. There will be one (1) bulletin board, which will be placed in the faculty lounge for the purpose of displaying notices, circulars, and other Association materials. Copies of all such material will be given to the building principal, but his/her advance approval will not be required. The Association agrees that it will not post any material which is derogatory to the Administration, Board of Education, or any member thereof, or the School System.

## **ARTICLE 26**

### **TEACHER FILES**

- A. Official teacher files in a school shall be maintained according to Section 10-151(a) of the Connecticut General Statutes.
- B. No material derogatory to a teacher's conduct, service, character or personality shall be placed in the file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content.

- C. The teacher shall have the right to answer any material filed and his/her answer shall be attached to the file copy. Furthermore, the teacher has the right to request through the grievance procedure up to the Board of Education level for the removal of any material filed, except material of an evaluative nature.
- D. Upon request by the teacher and accompanied by the Principal or authorized representative, he/she shall be permitted to examine his/her file without unreasonable delay, with the exception of letters of reference marked confidential by the author of the letter.

## **ARTICLE 27**

### **PROTECTION OF TEACHERS**

Teachers shall be protected by the Board in accordance with Section 10-235 of the Connecticut General Statutes and any other applicable statutory requirements. This paragraph shall not be subject to the grievance procedure.

## **ARTICLE 28**

### **PERSONAL INJURY BENEFITS**

Whenever a teacher is absent from school as a result of a personal injury caused by an assault arising out of and in the course of his employment, he/she shall be paid his/her full salary (less the amount of any workers' compensation award made for temporary disability due to said injury) for the period of such absence, to a maximum of ninety (90) days or through the end of the school year, whichever is longer, and no part of such absence shall be charged to his/her annual or accumulated sick leave.

## **ARTICLE 29**

### **PAYROLL DEDUCTIONS**

- A. In addition to those payroll deductions required by law, the following agencies are eligible for payroll deductions. All requests for deductions must be in writing on approved authorization forms. A list of approved deductions is as follows:
  - 1. Sterling Education Association.
  - 2. Connecticut Education Association.
  - 3. Tax Sheltered Annuity Plans.
  - 4. Credit Union.
- B. **Deduction Procedures**
  - 1. Each of the Associations named in Section A, above shall certify to the Board in writing the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board thirty (30) days written notice prior to the effective date of such change.

2. Deductions referred to in Section A, above shall be made equally from each check, September through June. The Board shall not be required to honor for any month's deduction any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made. The Board of Education shall electronically deposit, if feasible, any tax sheltered annuity, bank, and credit union deductions on each payday.
4. Should a teacher leave the system, the balance of dues agreed to by the teacher shall be deducted from the teacher's last pay check by the Board.

C. **Professional Service Fee**

1. All teachers employed by the Board shall, as a condition of employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of the Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustments and procedures.
2. The Board agrees to deduct from the salary of each teacher an amount equal to the Association's membership dues or service fee by means of payroll deductions. The amount of the service fee shall be certified by the Association to the Board prior to January first of each school year. The amount of membership dues shall be certified by the Association to the Board prior to the opening of school each year.
3. Association service fee shall be deducted in equal installments from and including the first paycheck in January through and including the last paycheck in June. Association membership dues shall be deducted in twenty (20) equal installments beginning with the first paycheck in September.
5. The Association agrees to indemnify and hold the Board of Education harmless against any and all claims, demands, suits, or other forms of liability including attorney's fees and the costs of administrative hearings that shall or may arise out of, or by reason of, action taken by the Board of Education for the purpose of complying with the provisions of this Article. The Association shall provide defense counsel for the Board of Education.

**ARTICLE 30**  
**GENERAL PROVISIONS**

- A. There shall be no reprisals of any kind taken against any teacher by reason of his/her membership in a professional organization or participation in its activities.

B. **Course Reimbursement**

1. The Board shall reimburse each teacher fifty percent (50%) of the cost for each course taken that leads towards a master's degree, in a subject area approved in advance by the Superintendent of Schools. The cost for course reimbursement shall not exceed five hundred dollars (\$500) per course, not to exceed four (4) courses per academic year, July 1<sup>st</sup> to June

30<sup>th</sup>. In order for a teacher to receive reimbursement for a course, said teacher must attain a grade of "B" or better.

2. The course(s) taken must be in a program approved by an accredited college or university, which college or university is recognized by the State Department of Education for the purpose of meeting certification requirements.
3. Teachers that are reimbursed for courses must remain as employees of the Sterling Board of Education for at least five (5) years. If a teacher leaves the employment of the Board, he/she shall reimburse the Board twenty percent (20%) for any year less than five (5) the teacher remains employed. Teachers shall be required to sign an agreement acknowledging their obligation to repay the above sums at the time they receive their first course reimbursement.

### **ARTICLE 31** **BOARD POLICIES**

The Board shall provide each teacher with a Teacher's Manual, which shall include the complete text of this Agreement or any Successor Agreement.

### **ARTICLE 32** **ACADEMIC FREEDOM**

- A. The private and personal life of a teacher is not within the appropriate concern or attention of the Board except as it may interfere with the teacher's responsibilities to and relationships with students and/or the school system.
- B. Teachers will be entitled to full rights of citizenship and no religious or political activities of any teacher (provided such activities do not take place during his/her working hours) or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

### **ARTICLE 33** **INSURANCE BENEFITS**

- A. The Board shall provide eligible teachers with individual and eligible dependent health insurance coverage under one of the insurance program specified herein below, or a substantially equivalent program. Teachers shall contribute their percent of the premium cost of the health and dental insurances as stated in subparagraph A3 and Section B herein, via payroll deduction.

1. A Preferred Provider Plan, which shall include the following components:

	<u>2013-2015</u>	<u>2015-2016</u>
(a) Office Visit:	\$15	\$20
(b) Specialist Visit	\$25	\$30

(c) Wellness (Preventive Care)	\$0	\$0
(d) Emergency Room:	\$100	\$150
(e) Hospital Per Admission:	\$250	\$500/day; \$1,500 max per admission
(f) Outpatient Surgery:	\$200	\$300
(g) Walk-In (Ambulatory Surgery)	\$100	\$100
(h) Urgent Care	\$75	\$75
(i) Vision	\$15	\$20
(j) High Cost Diagnostic Services (\$375 co-pay max/member/year)	\$75	\$75
(k) Prescription--Public Sector Option 2 (3-Tier Managed; mandatory generic substitution- -fifteen dollar (\$15.00) generic/thirty dollar [\$30.00] preferred brand [formulary]/forty dollar [\$40.00] non-listed preferred brand [non-formulary] co-pay with a two [2] times the foregoing co-pays for mail order for a ninety [90] day supply) with an unlimited maximum prescription program.		

2. A Point of Service Plan, which shall include the following components:

	<u>2013-2016</u>
(a) Office Visit:	\$30
(b) Specialist Visit	\$45
(c) Wellness (Preventive Care)	\$0
(d) Emergency Room:	\$150
(e) Hospital Inpatient/Outpatient Surgery Services:	\$1,500/\$3,000 calendar year deductible
(f) Walk-In (Ambulatory Surgery)	\$100
(g) Urgent Care	\$ 75
(h) Vision	\$ 20
(i) High Cost Diagnostic Services (\$375 co-pay max/member/year)	\$ 75
(j) Prescription--Public Sector Option 2 (3-Tier Managed; mandatory generic substitution- -fifteen dollar (\$15.00) generic/thirty dollar [\$30.00] preferred brand [formulary]/forty dollar [\$40.00] non-listed preferred brand [non-formulary] co-pay with a two [2] times the foregoing co-pays for mail order for a ninety [90] day supply) with an unlimited maximum prescription program.	

3. The insurance programs shall be subject to the co-pays and deductibles set forth in Appendix C, PPO and POS and attached hereto. The premium cost share shall consist of the

following:

- (a) For 2013-2014, the teacher premium share contribution shall be eighteen and-one-half percent (18.5%);
  - (b) For 2014-2015, the teacher premium share contribution shall be nineteen and one-half percent (19.5%); and
  - (c) For 2015-2016, the teacher premium share contribution shall be twenty and one-half percent (20.5%).
- B. The Board shall provide teachers with individual and eligible dependent dental coverage through a flexible Dental Plan with a maximum of two thousand dollars (\$2,000) per person per year of covered services with the teacher contributing the following premium shares for said insurance via payroll deduction:
1. For 2013-2014, the teacher premium share contribution shall be eighteen and-one-half percent (18.5%);
  2. For 2014-2015, the teacher premium share contribution shall be nineteen and one-half percent (19.5%); and
  3. For 2015-2016, the teacher premium share contribution shall be twenty and one-half percent (20.5%).
- C. The Board will make an IRS Section 125 Plan available to employees making such contributions. To the extent allowable by law, IRS Regulations, participation in the IRS 125 Plan shall be at the teacher's option.
- D. Upon signing of a Teacher's Contract, application shall be made for such insurance coverage.
- E. As used in this Article, the term "teacher" refers to teachers regularly scheduled to work at least fifty percent (50%) of the regular teacher workday. For each teacher working less than fifty percent (50%) of the regular teacher work day, the Board shall pay a pro rata share of the insurance premium equal to the percentage of the regular teacher work day regularly scheduled for such teacher.
- F. **Insurance Waiver**
- The Board shall pay any teacher who waives insurance coverage two thousand dollars (\$2,000) for individual and two (2) person coverage and three thousand dollars (\$3,000) for family coverage. Teachers hired on or after July 1, 2013 shall not be eligible for this benefit.
- G. **Life Insurance**
- The Board shall provide each teacher with a life insurance policy in an amount equal to the teacher's annual salary rounded to the nearest thousand dollars (\$1,000.00) to a maximum of one hundred thousand dollars (\$100,000).



- H. A teacher who either retires or resigns at the end of the school year may elect to remain on the group insurance plan provided by the district to active teachers, through August 31<sup>st</sup> of the year of retirement/resignation, subject to any restrictions imposed by the insurance carrier, until August 31<sup>st</sup>, provided the teacher informs the administration regarding his or her intent to retire or resign prior to April 1<sup>st</sup>.
- I. The Board may, at its option, institute mid-term negotiations during the term of this Agreement in the event that the MEHIP program offers a High Deductible Health Care Plan (HDHP Plan) option or the Board decides to provide health insurance coverage through an alternative to MEHIP.

### **ARTICLE 34**

#### **REDUCTION OF PROFESSIONAL STAFF**

- A. The Board has the sole and exclusive prerogative to eliminate professional staff positions, consistent with the provisions of State statutes.
- B. As used herein, the term "teacher" shall apply to any certified professional employee within the bargaining unit.
- C. The Board of Education may, in the first instance, exercise its right and power to reduce the number of professional staff positions without determining which teacher contracts will be terminated, if any, or what other staffing changes will be made to effectuate the purpose of position elimination.
- D. Prior to commencing action to terminate teacher contracts as a consequence of elimination of staff positions (i.e., the laying off of teachers), the Board will, to the extent practical, effectuate the necessary position eliminations and/or reduction in staff by voluntary retirements, voluntary resignation, transfer of existing staff members, or voluntary leave of absence.
- E. In the event that it appears necessary to terminate teacher contracts in order to effectuate the elimination of professional staff positions, the Superintendent will propose to the Board, for its consideration, an orderly plan for elimination of positions, identifying professional personnel whose contracts he/she recommends for termination. If the Board of Education considers termination of the contract of a teacher it shall authorize the Superintendent by official Board action to notify the teacher in writing, that the termination of his or her contract is under consideration.
- F. **Tenured/Non-tenured Teachers**
  - 1. For tenured teachers, if no other position exists to which a teacher may be assigned the determination of the teacher(s) to be terminated will be made by using the following guidelines in the following order:
    - (a) Number of years in the Sterling School System (system-wide service rather than length of service in a school, department, subject, etc., shall prevail).

- (b) Certification.
  - (c) Technical fitness for specific assignment within area of certification (e.g., instrumental or vocal instruction in music, woodworking or metalworking instruction in industrial arts, or water safety instruction in physical education).
  - (d) Degree status.
  - (e) Quality of service, determined by evaluations conducted pursuant to applicable law and guidelines, and non-evaluative records routinely maintained in central office personnel files.
  - (f) Specific needs of school system.
2. For non-tenured teachers, if no other position exists to which a teacher may be assigned the determination of the teacher(s) to be terminated will be made by using the following guidelines in the order determined by the Superintendent to be in the best interests of the students in the Sterling Public Schools:
- (a) Number of years in the Sterling School System.
  - (b) Certification, including multiple certifications.
  - (c) Technical fitness for specific assignment within area of certification (e.g., instrumental or vocal instruction in music, woodworking or metalworking instruction in industrial arts, or water safety instruction in physical education).
  - (d) Degree status.
  - (e) Quality of service, determined by evaluations conducted pursuant to applicable law and guidelines, and non-evaluative records routinely maintained in central office personnel files.
  - (f) Specific needs of school system.

**G. Reappointment**

The name of any teacher who has been laid off shall be placed upon a reappointment list and remain on such list for two (2) years provided such teacher does not refuse a reappointment. A teacher who refuses an offer of reappointment shall have his/her name removed from the reappointment list. No new teacher shall be hired to fill a position when a teacher on the reappointment list is both certified and meets the minimum qualifications set forth in the posting. In cases where more than one (1) teacher on the reappointment list is both certified and qualified for a particular position to be filled, the factors set forth in Section F shall be considered.

- H. For the purposes of this Article, reduction of a position from a greater to a lesser full-time equivalency shall be treated as an elimination of one position and the creation of another. Any teacher, who accepts a lesser full-time equivalency position in order to avoid or to return from layoff status, shall remain on the reappointment list for one (1) year from the date the original full-time equivalency position was lost.

- I. No teacher who has been laid off shall be entitled to payment or accrual of any compensation or fringe benefits, whether or not he/she remains on the reappointment list. However, a teacher who is reappointed from the list shall be entitled to reinstatement of any benefits earned or accrued at the time of layoff, and further accrual of salary increments and fringe benefits shall resume where they were suspended. A teacher on the reemployment list may elect to remain on the Board's group medical insurance plan at his/her own expense and subject to any restrictions imposed by the carrier.
- J. It is understood that a layoff is a termination of employment subject to administrative and/or judicial review in the manner set forth in the subsections of Section 10-151 of the Connecticut General Statutes, as amended, and in no other manner. A layoff under this Article is not subject to the grievance procedure set forth in Article 10. In the case of judicial review under those statutory provisions, the parties agree that the provisions of this Article can and should be submitted to the court.

### **ARTICLE 35**

#### **LENGTH OF THE TEACHER WORKDAY**

- A. The length of the normal teacher workday shall be seven (7) hours and fifteen (15) minutes with the workday beginning at 8:00 a.m. If the Board of Education elects in its discretion to increase the teacher work day, the Board shall negotiate the impact of any such change in accordance with law.
- B. Teachers are required to attend one (1) Open House program per school year. Open House programs will be held at the discretion of the Principal or Superintendent. Open House program will be a maximum of one and one-half (1½) hours. On such days any teacher who may experience a hardship in relation to attending the evening program may request to be excused. The Superintendent or his/her appointee will exercise his/her judgment in relation to any request and his/her decision in this matter will be final.
- C. Teachers are required to attend up to two (2) parent-teacher conferences per school year. Parent-Teacher conferences will be a maximum of three (3) hours per conference evening. If the conference is scheduled for the one (1) session longer than two (2) hours, the school day will be on an early dismissal schedule. On such days any teacher who may experience a hardship in relation to attending the evening program may request to be excused. The Superintendent or his/her appointee will exercise his/her judgment in relation to any request and his/her decision in this matter will be final. In addition, teachers shall be required to attend at least one (1) after school event, evening event or conference in addition to the Open House and parent-teacher conferences that are described above.
- D. Staff meetings may be scheduled by an administrator at any time and, except for any emergency, upon reasonable notice. Members are to be in attendance unless excused by the administrator. Such meetings will not exceed one (1) hour in length beyond the school day. Such meetings for system-wide matters shall not exceed ten (10) in any school year.

**ARTICLE 36**  
**PLANNING TIME**

Planning/Preparation time for Pre-Kindergarten teachers, full-day and half-day Kindergarten through Grade 8/Special Education teachers and other specialists teachers shall be forty-five (45) consecutive minutes per day.

**ARTICLE 37**  
**LONGEVITY**

- A. The Board and the Association agree that a longevity increment is advantageous in rewarding teachers, and accordingly agree to the following increments:
1. Fifteen (15<sup>th</sup>) -- nineteenth (19<sup>th</sup>) year of service -- Eight hundred dollars (\$800) added on the fifteen (15<sup>th</sup>) year.
  2. Twentieth (20<sup>th</sup>) -- twenty-fourth (24<sup>th</sup>) year of service -- One thousand eight hundred dollars (\$1,800) added on the twentieth (20<sup>th</sup>) year.
  3. Twenty-fifth (25<sup>th</sup>) -- twenty-ninth (29<sup>th</sup>) year of service -- Two thousand eight hundred dollars (\$2,800) added on the twenty-fifth (25<sup>th</sup>) year.
  4. Thirtieth (30<sup>th</sup>) year of service on -- Three thousand six hundred dollars \$3,600 added on the thirtieth (30<sup>th</sup>) year.
- B. Teachers who are hired on or after July 1, 1995 shall receive the following longevity stipend:
1. Fifteen (15<sup>th</sup>) -- nineteenth (19<sup>th</sup>) year of service -- Eight hundred dollars (\$800) added on the fifteen (15<sup>th</sup>) year.
  2. Twentieth (20<sup>th</sup>) -- twenty-fourth (24<sup>th</sup>) year of service:-- One thousand five hundred dollars (\$1,500) added on the twentieth (20<sup>th</sup>) year.
  3. Twenty-fifth (25<sup>th</sup>) of service on -- Two thousand dollars (\$2,000) added on the twenty-fifth (25<sup>th</sup>) year.
- C. Teachers who are hired on or after July 1, 2010 shall not receive the longevity stipend.


**ARTICLE 38**  
**SIGNATURES**

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

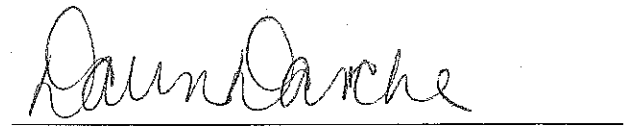
above written.

Dated this 12 day of February, 2013.

**STERLING BOARD OF EDUCATION**

  
By: Renee Theroux-Keech  
Chairperson

**STERLING EDUCATION ASSOCIATION**

  
By: Dawn Darche  
President

**APPENDIX A**  
**SALARY SCHEDULE**

**2013-2014**

<b><u>STEP</u></b>	<b><u>BA</u></b>	<b><u>MA</u></b>	<b><u>6<sup>TH</sup> YEAR</u></b>
1	\$ 39,186	\$ 41,616	\$ 43,980
2	39,979	43,361	46,135
3	41,503	45,106	48,289
4	43,093	46,852	50,447
5	44,754	48,597	52,603
6	47,189	50,461	55,048
7	49,628	52,323	57,492
8	52,065	54,277	59,938
9	54,504	56,245	63,147
10	56,942)	58,232	66,356
11	59,381	60,513	69,567
12	63,378	65,200	73,940
13		71,312	77,369

Teachers not on the maximum step of the 2012-2013 salary schedule shall advance one (1) step during the mid-point of the 2013-2014 school year. Teachers on the maximum step of their respective salary column during the 2012-2013 school year shall move to the full maximum step in 2013-2014.

**APPENDIX A**  
(Continued)  
**SALARY SCHEDULE**  
**2014-2015**

<b><u>STEP</u></b>	<b><u>BA</u></b>	<b><u>MA</u></b>	<b><u>6<sup>TH</sup> YEAR</u></b>
1	\$ 39,782	\$ 42,249	\$ 44,648
2	40,588	44,021	46,837
3	42,135	45,792	49,024
4	43,749	47,564	51,215
5	45,434	49,337	53,404
6	47,907	51,229	55,885
7	50,382	53,119	58,366
8	52,857	55,103	60,849
9	55,332	57,101	64,108
10	57,808	59,119	67,365
11	60,285	61,434	70,625
12	64,341	66,191	75,064
13		72,396	78,546

Teachers shall remain on the same step of the 2014-2015 salary schedule as they were on during the 2013-2014 school year.

**APPENDIX A**  
(Continued)  
**SALARY SCHEDULE**  
**2015-2016**

<b><u>STEP</u></b>	<b><u>BA</u></b>	<b><u>MA</u></b>	<b><u>6<sup>TH</sup> YEAR</u></b>
1	\$ 39,782	\$ 42,249	\$ 44,648
2	40,588	44,021	46,837
3	42,135	45,792	49,024
4	43,749	47,564	51,215
5	45,434	49,337	53,404
6	47,907	51,229	55,885
7	50,382	53,119	58,366
8	52,857	55,103	60,849
9	55,332	57,101	64,108
10	57,808	59,119	67,365
11	60,285	61,434	70,625
12	64,888	66,191	75,064
13		73,011	79,214

Teachers not on the maximum step of the 2014-2015 salary schedule shall advance one (1) step at the beginning of the 2015-2016 school year.



**APPENDIX B**  
**STIPEND SCHEDULES**

**2013-2016**

	<u>2013-2014</u> (per year)	<u>2014-2015</u> (per year)	<u>2015-2016</u> (per year)
1. CMT Coordinators (2)			
2. Event Coordinator	\$ 1,502	\$ 1,525	\$ 5,538
3. Boys Basketball Coach	\$ 1,502	\$ 1,525	\$ 5,538
4. Girls Basketball Coach	\$ 1,502	\$ 1,525	\$ 5,538
5. Boys Soccer Coach	\$ 1,502	\$ 1,525	\$ 5,538
6. Girls Soccer Coach	\$ 1,502	\$ 1,525	\$ 5,338.
Boys Track Coach	\$ 1,502	\$ 1,525	\$ 5,338.
Girls Track Coach	\$ 1,502	\$ 1,525	\$ 5,538
9. Cheerleading Coach	\$ 1,502	\$ 1,525	\$ 5,538
10. Athletic Director	\$ 1,502	\$ 1,525	\$ 5,538
11. Security Personnel (after school sports)	\$ 752	\$ 763	\$ 769
12. Music Director (Stipend for after school Activities conducted in accordance with the job description)	\$ 1,502	\$ 1,525	\$ 5,538
13. Homework Club Coordinator	\$ 1,502	\$ 1,525	\$ 5,538
14. Yearbook Coordinator	\$ 1,502	\$ 1,525	\$ 5,538
15. Curriculum Revision (per subject)	\$ 1,502	\$ 1,525	\$ 5,538
16. Professional Development Coordinator	\$ 1,502	\$ 1,525	\$ 5,538
17. Washington Coordinator	\$ 1,502	\$ 1,525	\$ 5,538
18. After School Activity Programs (including detention) hourly rate of pay	\$ 20.47	\$ 20.78	\$ 20.96
19. Summer School hourly rate of pay	\$ 36.86	\$ 37.42	\$ 37.74

Each teacher will be allowed twenty dollars (\$20.00) per year, per teacher, for the cost of special projects, cost to be taken out of petty cash.

**APPENDIX C**

(For informational purposes only)

This attached insurance matrix document contains summaries and descriptions of various insurance benefits. It is agreed and understood by the parties that the insurance descriptions contained in this Agreement and the matrix are descriptive only and are not insurance policies. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers. In the event of error or misstatement in this Agreement or the matrix, the policies shall always prevail. The Board reserves the right to conform the plan design for the PPO plan to a substantially equivalent standard MEHIP plan.

**MEHIP CENTURY PREFERRED PROVIDER PLAN**

<b>COST SHARE PROVISIONS</b>	<b>In-Network Member pays:</b>	<b>Out-of-Network Member pays:</b>
Office Visit (OV) Copayment ( <i>unlimited office visit maximum</i> )	\$15 (\$20 effective 7/1/2015)	Deductible & Coinsurance
Specialist Visit (SV) Copayment	\$25 (\$30 effective 7/1/2015)	Deductible & Coinsurance
Hospital (HSP) Copayment	\$250 per admission (\$500 effective 7/1/2015; \$500/day;\$1,500 max)	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$75	Not Covered
Emergency Room (ER) Copayment ( <i>waived if admitted</i> )	\$100 co-pay (\$150 effective 7/1/2015)	\$100
Outpatient Surgery (OS) Copayment	\$200 (\$300 effective 7/1/2015)	Deductible & Coinsurance
Ambulatory Surgery (ASC) Copayment	\$100	Deductible & Coinsurance
Calendar Year Deductible ( <i>individual/2-member family/3+ member family</i> )	Not Applicable	\$400/\$800/\$1,200 Effective 7/1/2015 \$500/\$1,000/\$1,500
Coinsurance		20% after deductible up to Effective 7/1/2015 30% after deductible up to
Coinsurance Maximum ( <i>individual/2-member family/3+ member family</i> )		\$2,000/\$4,000/\$6,000 Effective 7/1/2015 \$2,500/\$5,000/\$7,500
Cost Share Maximum ( <i>individual/2-member family/3+ member family</i> )		\$2,400/\$4,800/\$7,200 Effective 7/1/2015 \$3,000/\$6,000/\$9,000
Lifetime Maximum		Unlimited

**PREVENTIVE CARE** – *Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physicians visits*

Well child care	No Charge	Deductible & Coinsurance
Periodic, routine health examinations	No Charge	
Routine OB/GYN visits	No Charge	
Mammography	No Charge	
Hearing screening	No Charge	

**APPENDIX C**

(Continued)

<b>MEDICAL CARE</b>	<b>In-Network Member pays:</b>	<b>Out-of-Network Member pays:</b>
Office visit <i>Primary Care</i> <i>Specialist</i>	OV Copayment SV Copayment	Deductible & Coinsurance
Outpatient mental health & substance abuse ( <i>prior authorization required</i> )	OV Copayment	
OB/GYN care	SV Copayment	
Surgical fees of a Physician or Surgeon	OV/SV Copayment	
Maternity care ( <i>initial visit subject to copayment, no charge thereafter</i> )	SV Copayment	
Diagnostic Lab and x-ray	No Charge	
High-cost outpatient diagnostic ( <i>prior authorization required</i> ) <i>The following are subject to copay: MRI, MRA, CAT, CTA, PET, SPECT scans</i> <b>Note: \$375 Copayment Maximum per Member per calendar Year</b>	\$75 Copayment per service	
Allergy services <i>Office visits/testing</i> <i>Injections – 80 visits in 3 years</i>	SV Copayment \$25 Copayment	

**HOSPITAL CARE – Prior authorization required**

Semi-private room ( <i>General/Medical/Surgical/Maternity</i> )	HSP Copayment	Deductible & Coinsurance
Inpatient mental health & substance abuse	HSP Copayment	
Skilled nursing facility ( <i>up to 120 days per calendar year</i> )	HSP Copayment	
Rehabilitative services ( <i>up to 60 days per person per calendar year</i> )	No Charge	
Outpatient surgery ( <i>in a hospital</i> )	OS Copayment	
Ambulatory surgery ( <i>in other than a hospital setting</i> )	ASC Copayment	

**EMERGENCY CARE**

Walk-in centers	OV Copayment	Deductible & Coinsurance
Urgent care ( <i>at participating centers only</i> )	UR Copayment	Not Covered
Emergency care ( <i>copayment waived if admitted</i> )	ER Copayment	ER Copayment
Ambulance	No Charge	No Charge

**OTHER HEALTH CARE**

Outpatient Rehabilitative services ( <i>Prior authorization required after the first visit for PT and OT</i> ) <i>30 combined visit maximum for PT, OT and ST per calendar year. 20 visit maximum for Chiro. per calendar year</i>	SV Copayment	Deductible & Coinsurance
Durable medical equipment/Prosthetic devices <i>Unlimited maximum per calendar year</i>	50%	Deductible & 50% Coinsurance

**APPENDIX C**

(Continued)

	<b>In-Network Member pays:</b>	<b>Out-of-Network Member pays:</b>
Diabetic supplies, drugs & equipment <i>Diabetic drugs are covered at in-network benefit level</i>	50%	
Infertility services (prior authorization required) <i>Some restrictions may apply</i>	Applicable Copayment	Deductible & Coinsurance
Home health care 200 visits per member per calendar year	No Charge	\$50 Deductible & 20% Coinsurance
Vision (exam once every 12 months) Standard plastic lenses once every 24 months <i>Contact lenses once every 24 months</i> <i>Elective--\$105 maximum when provider is in-network (in lieu of frame/lens)</i> <i>Non-Elective--paid in full when provider is in-network; \$210 maximum when provider is out-of-network</i>	OV Copayment  Charges in excess of maximum payable amount	Charges in excess of the out of network fee schedule

**PRESCRIPTION DRUG PROGRAM**

PUBLIC SECTOR OPTION 2 (3-TIER MANAGED)	<ul style="list-style-type: none"> <li>• \$15 Generic/\$30 Preferred Brand (formulary)/\$40 non-listed preferred brand (non-formulary).</li> <li>• Two (2) times the foregoing co-pays for mail order for a ninety (90) day supply.</li> <li>• Mandatory generic substitution. If brand drug is required for medical necessity, doctor must go through preauthorization process.</li> <li>• Unlimited maximum.</li> </ul>	Deductible & Coinsurance
---	---	--------------------------

**PREVENTIVE CARE SCHEDULES**

**Well Child Care** (including immunizations)

- ❖ 7 exams, birth up to age 1
- ❖ 7 exams, ages 1 up to 5
- ❖ 1 exam every year, ages 5 up to 22

**Adult Exams**

- ❖ 1 exam every year, ages 22+

Vision Exams: 1 exam every 2 calendar years  
Hearing Exams: 1 exam per calendar year  
OB/GYN Exams: 1 exam per calendar year

**APPENDIX C**

(Continued)

**MEHIP POINT OF SERVICE PLAN**

<b>COST SHARE PROVISIONS</b>	<b>In-Network Member pays:</b>	<b>Out-of-Network Member pays:</b>
Office Visit (OV) Copayment ( <i>unlimited office visit maximum</i> )	\$30	Deductible & Coinsurance
Specialist Visit (SV) Copayment	\$45	Deductible & Coinsurance
Inpatient Hospital (HSP)/Outpatient Surgery Calendar Year Deductible	\$1,500/\$3,000 calendar year deductible	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$75	Not Covered
Emergency Room (ER) Copayment ( <i>waived if admitted</i> )	\$150	\$150
Calendar Year Deductible ( <i>individual/2+member family</i> )	Not Applicable	\$2,000/\$4,000
Coinsurance		30% after deductible up to
Coinsurance Maximum ( <i>individual/2+member family</i> )		\$4,000/\$8,000
Cost Share Maximum ( <i>individual/2+ member family</i> )		\$6,000/\$12,000
Lifetime Maximum		Unlimited

**PREVENTIVE CARE** – *Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physicians visits*

Well child care <i>Birth to 12 years</i> <i>All others</i>	No Charge	Not Covered
Periodic, routine health examinations	No Charge	
Routine OB/GYN visits	No Charge	Deductible & Coinsurance
Mammography	No Charge	
Hearing screening	No Charge	

**MEDICAL CARE**

Office visit <i>Primary Care Physician</i> <i>Specialist</i>	OV Copayment SV Copayment	Deductible & Coinsurance
Outpatient mental health & substance abuse ( <i>prior authorization required</i> )	SV Copayment	
OB/GYN care	SV Copayment	
Surgical fees of a Physician or Surgeon	OV/SV Copayment	
Maternity care ( <i>initial visit subject to copayment, no charge thereafter</i> )	SV Copayment	
Diagnostic lab <i>In an outpatient hospital setting</i> <i>In an office or reference laboratory</i>	OV Copayment No Charge	
Diagnostic x-ray	OV/SV Copayment	
High-cost outpatient diagnostic ( <i>prior authorization required</i> ) <i>The following are subject to copay: MRI, MRA, CAT, CTA, PET, SPECT scans</i> <b>Note: \$375 Copayment Maximum per Member per calendar Year</b>	\$75 Copayment per service	

**APPENDIX C**

(Continued)

	<b>In-Network Member pays:</b>	<b>Out-of-Network Member pays:</b>
Allergy services <i>Office visits/testing</i> <i>Injections – 80 visits in 3 years</i>	SV Copayment \$25 Copayment	Deductible & Coinsurance

**HOSPITAL CARE – Prior authorization required**

Semi-private room ( <i>General/Medical/Surgical/Maternity</i> )	No Charge after deductible	Deductible & Coinsurance
Inpatient mental health & substance abuse	No Charge after deductible	
Skilled nursing facility ( <i>up to 90 days per calendar year</i> )	No Charge after deductible	
Rehabilitative services ( <i>up to 60 days per person per calendar year</i> )	No Charge after deductible	
Outpatient surgery ( <i>in a hospital</i> )	No Charge after deductible	
Ambulatory surgery ( <i>in other than a hospital setting</i> )	No Charge after deductible	

**EMERGENCY CARE**

Walk-in centers	OV Copayment	Deductible & Coinsurance
Urgent care ( <i>at participating centers only</i> )	UR Copayment	Not Covered
Emergency care ( <i>copayment waived if admitted</i> )	ER Copayment	ER Copayment
Ambulance	No Charge	No Charge

**VISION CARE**

Vision exam ( <i>one every 12 months</i> )	\$20 Copayment	Charges in excess of the out of network fee schedule
Standard Plastic Lenses ( <i>once every 24 months</i> )	\$20 Copayment	
Frames ( <i>once every 24 months</i> ) <i>\$120 maximum when the provider is in-network</i>	Charges in excess of the out of network fee schedule	
Contact Lenses ( <i>once every 24 months</i> ) <i>Elective--\$105 maximum when provider is in-network (in lieu of frame lens)</i> <i>Non-Elective—Paid in full when provider is in-network; \$210 maximum when provider is out-of-network</i>		

**OTHER HEALTH CARE**

Outpatient Rehabilitative services ( <i>Prior authorization required after the first visit for PT and OT</i> ) <i>30 combined visit maximum for PT, OT and ST and 20 visit maximum for Chiro. per calendar year</i>	SV Copayment	Deductible & Coinsurance
Durable medical equipment/Prosthetic devices <i>Unlimited maximum per calendar year</i>	50%	Deductible & 50% Coinsurance
Diabetic supplies, drugs & equipment <i>Diabetic drugs are covered at in-network benefit level</i>	50%	
Infertility services ( <i>prior authorization required</i> ) <i>Some restrictions may apply</i>	Applicable Copayment	Deductible & Coinsurance
Home health care <i>100 visits per member per calendar year</i>	OV Copayment	\$50 Deductible & 20% Coinsurance

**APPENDIX C**

(Continued)

**PRESCRIPTION DRUG PROGRAM**

	<b>In-Network Member pays:</b>	<b>Out-of-Network Member pays:</b>
PUBLIC SECTOR OPTION 2 (3-TIER MANAGED)	<ul style="list-style-type: none"> <li>• \$15 Generic/\$30 Preferred Brand (formulary)/\$40 non-listed preferred brand (non-formulary).</li> <li>• Two (2) times the foregoing co-pays for mail order for a ninety (90) day supply.</li> <li>• Mandatory generic substitution. If brand drug is required for medical necessity, doctor must go through preauthorization process.</li> <li>• Unlimited maximum.</li> </ul>	Deductible & Coinsurance

**PREVENTIVE CARE SCHEDULES**

**Mammography**

- ❖ 1 baseline screening, ages 35-39
- ❖ 1 screening per year, ages 40+
- ❖ Additional exams when medically necessary

**Vision Exams:** 1 exam every 2 calendar years

**Hearing Exams:** 1 exam per calendar year