

AGREEMENT

between the

SHELTON EDUCATION ASSOCIATION

and the

SHELTON BOARD OF EDUCATION

2014- 2017

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AGREEMENT
Between the
SHELTON BOARD OF EDUCATION
and the
SHELTON EDUCATION ASSOCIATION

INTRODUCTION

This Agreement is the result of collective bargaining between the Shelton Board of Education (the "Board") and the Shelton Education Association (the "Association"), jointly referred to as "the parties."

ARTICLE I
PREAMBLE

This Agreement is negotiated under Chapter 166, Section 10-153a-g of the Connecticut General Statutes Annotated as amended in order:

- (a) to fix for its term the salaries and other conditions of employment provided herein and
- (b) to encourage, abet, and effect working relationships between the Board, the Association and the professional administrative staff in order that the cause of public education in the City of Shelton may be best served.

The Board, the Superintendent and the Association recognize that there currently exists a harmonious working relationship predicated on cooperation and good faith and structured to insure the best interest of public education in the City of Shelton.

It is recognized by the parties hereto that the Board has and will continue to retain, whether exercised or not, the sole and unrestricted rights, responsibilities, and prerogatives to direct the operation of the public schools in the City of Shelton in all its aspects, and all of said rights, responsibilities and prerogatives not specifically abridged, deleted or modified by this Agreement are retained by the Board and are not subject to grievance.

Nothing in this Agreement shall in any way limit or contravene the authority of any municipal, state, or federal board, commission, agency or other governmental body.

In the development of this collective bargaining agreement the Association recognizes the legal authority of the Board; the Board and the Association recognize the legal responsibility of the Superintendent to the Board and to the professional staff; the Board and the Superintendent recognize the Association and its staff and the right to negotiate salaries and conditions of employment for the professional staff. Nothing in this Agreement which changes pre-existing Board of Education policy will have retroactive applicability or operation.

ARTICLE 2
RECOGNITION

SECTION A. The Board hereby recognizes the Association as the exclusive representative for the purposes of professional negotiation as defined in Section 10-153a through 10-153j of the Connecticut General Statutes as amended, for the entire group of certificated professional teaching employees of the Board, including Department Heads and Head Teachers below the rank of Assistant Principal, other than temporary substitutes, and for professional teaching employees holding durational shortage area permits. Time served under a durational shortage area permit will not count towards an individual's district wide seniority.

SECTION B. Unless otherwise indicated, the term "teacher", when used hereinafter in this Agreement, shall refer to all employees in the above unit.

ARTICLE 3
GENERAL PROVISIONS

SECTION A. The Association shall encourage a high degree of academic and professional proficiency.

SECTION B. The Association agrees, on behalf of itself and all teachers that no teacher, individually or collectively, will, for the duration of this Agreement, engage in any strike, work stoppage, slow-down, mass resignation, curtailment or restriction of work. The parties further agree that any teacher participating in any of the above may be disciplined by the Board up to and including discharge. The Association further agrees it will not call, authorize, instigate, sanction or condone the aforementioned activities by the teachers against the Board during the period of this Agreement.

SECTION C. Nothing in this Agreement shall be construed as prohibiting the Board from disciplining, including discharging, teachers for just cause. Termination proceedings, if any, shall be conducted pursuant to Conn. Gen. Stat. §10-151, and such matters shall not be subject to the grievance procedure.

SECTION D. The Board shall not adopt a change in policy and/or administration regulation affecting salaries, fringe benefits, or working conditions which conflict with a specific term of this Agreement. The Board shall send the Association an agenda of the upcoming regular Board meetings and a copy of Board enacted policies.

SECTION E. Written reprimands, involuntary transfers for disciplinary reasons, and/or suspensions shall be imposed only for just cause.

ARTICLE 4
NON-DISCRIMINATION

SECTION A. No party to this Agreement shall discriminate in any way against any teacher by reason of his membership or non-membership, participation, or non-participation, in the activities of the Association or any other employee organization.

SECTION B. The Board and the Association agree that there shall be no discrimination against any employee on the basis of age, race, creed, color, religion, nationality, sex, marital or civil union status, disability, sexual orientation or political activities.

SECTION C. The provisions of this article are included in the parties' agreement for informational purposes only, and shall not be subject to the grievance procedure.

ARTICLE 5
GRIEVANCE PROCEDURE

SECTION A. – PURPOSE

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

2. Nothing herein contained shall be construed as limiting the right of any member of the unit having a grievance or dispute to discuss the matter informally with any appropriate member of the administration.

3. A "grievance" shall be defined as a complaint by any employee of an alleged violation of a specific provision of this Agreement.

Grievance matters proven to be within the scope of:

- a) Any rule or regulation of the State Commissioner of Education; or
- b) Any by-law of the Board of Education; or
- c) Any matter which, according to law, is either beyond the scope of Board authority or limited to unilateral action by the Board alone; or
- d) A complaint of a teacher which arises by reason of his not being re-employed; shall be dismissed as without merit by any arbitrator.

4. The grievance procedure contained in this Article shall be the exclusive means of seeking relief by any teacher or the Association. This is not intended to abridge the right of any grievant to administrative due process.

SECTION B. – PROCEDURE

Since it is important that grievances or disputes be processed as rapidly as possible, the time limit indicated at each level should be observed. The time limits specified may, however, be extended by mutual agreement in writing. In the event a grievance is filed on or after June 1st, but within the time limits specified in Level 1 (below), the parties agree to expedite the grievance so that the grievance procedure may be exhausted prior to the school term or as soon thereafter as is practicable.

LEVEL 1: Grievant and Principal

Within twenty-five (25) calendar days after a grievant knows or should have known of the event giving rise to the grievance, the grievant shall discuss the matter with his immediate supervisor or principal, directly or through the Association representative, with the objective of resolving the matter informally. Any decision by the immediate superior or principal shall be rendered within ten (10) calendar days and need not be binding on the Board unless expressly ratified in writing by the Board.

LEVEL 2: Grievant and Superintendent

Within ten (10) calendar days of the denial of the grievance at Level 1, the grievant shall, if dissatisfied with the decision at Level 1, set forth the grievance in writing to the Superintendent and to the President of the Association, or their respective designees, specifying:

- a) The nature of grievance.
- b) The specific Article and Section of this Agreement which has been violated, misinterpreted or misapplied.
- c) The general nature and extent of the injury, loss or inconvenience.
- d) The results of previous discussions.
- e) The reason in writing of his or her dissatisfaction with the decisions previously rendered and the reasons thereof.

Within ten (10) calendar days after receipt of such written grievance by the Superintendent or his designee, the Superintendent or his designee shall meet with the grievant in an effort to resolve the grievance.

LEVEL 3: Grievant, Association and Board

Within five (5) calendar days after the date of the meeting (LEVEL 2) between the grievant and the Superintendent or his designee, the Superintendent or his designee shall render his/her decision in writing to the grievant. If dissatisfied with the results at LEVEL 2, the grievant shall notify the President of the Association in writing within five (5) calendar days of receipt of the Superintendent's response of his desire to appeal said decision to the Board of Education as provided for below. Within five (5) calendar days after receipt of such written dissatisfaction, the Association, acting by and through its President, may at its option, forward such written grievance to the Board.

Within twenty (20) calendar days after receipt of the written grievance from the Association, the Board or a Committee of the Board shall meet with the grievant and the Association representatives for the purpose of resolving such grievance. The Board shall render its written decision within ten (10) calendar days to the Association and the grievant.

LEVEL 4: Impartial Arbitration

- a) Within ten (10) calendar days after receipt of such written decision of the Board, the Association may, if dissatisfied with the results of LEVEL 3, submit the matter to arbitration to the American Arbitration Association, and thereafter the parties shall proceed under the then existing rules of American Arbitration Association.
- b) The arbitrator selected shall confer with representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than thirty (30) calendar days from the date of the closing of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him.

The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement.

The decisions of the arbitrator shall be submitted to the Superintendent, the aggrieved member of the unit and the President of the Association and shall be final and binding to the extent permitted by Connecticut law, general or special.

- c) The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement.

SECTION C – COSTS

- a) Each party will bear the total cost incurred by itself.
- b) The fees and expenses of the arbitrator are the only costs which will be shared equally by the two parties.

SECTION D – RIGHTS OF TEACHERS TO REPRESENTATION

1. No reprisals of any kind shall be taken by the Board or the Association or by any member of the administration against any teacher by reason of participation or non-participation in the grievance procedure, or lawful support or non-support of any participant thereto.
2. At LEVEL 1, a member of the unit may represent himself. At LEVEL 2 and 3, however, the aggrieved may be represented by the Association. At LEVEL 4, the Association shall represent the aggrieved. The Association shall be permitted to be present and state its views at all levels of the grievance procedure.

SECTION E – MISCELLANEOUS

1. If, in the judgment of the Association, a grievance affects a group or class of members of the unit, the Association may submit such grievances in writing to the Superintendent directly, and the processing of such grievance shall be commenced at LEVEL 2 and continued through all stages, if deemed necessary.
2. Blank forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, shall be prepared and distributed by the Association.
3. The grievance complaint and any favorable decision in the grievance shall be kept in a separate file.

ARTICLE 6 SEVERABILITY

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

ARTICLE 7 DURATION

SECTION A. This Agreement contains the full and complete agreement between the Board and the Association on all negotiable issues, and neither party shall be required during the term hereof to negotiate upon any issue, whether it is covered or not covered in this Agreement.

SECTION B. The provisions of the Agreement shall be effective as of July 1, 2014 and shall continue and remain in full force and effect to and including June 30, 2017.

ARTICLE 8
DISTRIBUTION OF AGREEMENT

The Board shall provide each teacher with a Teachers' Agreement and provide the Association thirty-five (35) additional copies as soon as is reasonably possible to do so after the final approval of this Agreement. Said distribution is on the condition that this Agreement is printed in-house.

It is further understood that the Association shall cooperate and assist the administration in the in-house production of said Agreement.

ARTICLE 9
PROFESSIONAL NEGOTIATION

SECTION A. Negotiations will be conducted pursuant to Section 10-153a through 10-153j of the General Statutes as amended in accordance with the procedure set forth therein to secure a successor agreement with respect to all matters concerning salaries and other conditions of employment. The agreement so negotiated shall bind and inure to the benefit of the Board and Teachers and shall be reduced to writing and signed by the Board and the Association in good faith.

SECTION B. This Agreement shall not be altered, amended, or changed except in writing and signed by both the Board and the Association, after which such alteration, amendment, or change shall be appended to, and become part of, this Agreement.

ARTICLE 10
EMPLOYMENT YEAR

SECTION A. The employment year of teachers covered by the regular teachers' salary schedule (other than for new personnel and others who may be required to attend pre-high school orientation sessions) shall begin up to four (4) days prior to the opening of school and terminate the last regular school day in June.

SECTION B. In addition to the employment year as defined in Section A above, the employment year for the guidance counselors, psychologists, and social workers will be the regular work year for teachers plus an additional ten days. The days shall be scheduled in consultation with the teachers affected and the Superintendent or his or her designee. In no event shall the teacher be required to perform the additional days more than ten (10) days before the beginning of the teacher work year or more than ten (10) days after the end to the teacher work year. Any employee asked to work beyond the regular work year shall be compensated at a per diem rate based on the individual's annual salary or shall receive compensatory time as scheduled by mutual agreement, and with the agreement of the Association.

SECTION C. The Board reserves the right to increase the employment year. Should the Board increase the length of the employment year during the term of this Agreement beyond 186 work days (including three days for professional development, one (1) planning day prior to the start of the student school year, and one day for school opening activities), it shall negotiate with the Association over the impact of such change, if any, on the members of the bargaining unit. If the parties do not reach agreement in such negotiations after forty (40) days, they shall submit such question to impasse resolution in accordance with state statute.

ARTICLE 11
WORK DAY

SECTION A. Classroom teachers and others on the Classroom Teachers Salary Schedule shall report to their class fifteen (15) minutes before the start of their day's assignment (which may include bus duty) and shall remain fifteen (15) minutes after the close of their day's assignment, except for professional reasons such as parent conferences and bus duty. Five (5) additional minutes shall be added to the student day for the 2014-15 school year. Five (5) additional minutes shall be added to the student day for the 2015-16 school year. Five (5) additional minutes shall be added to the student day for the 2016-17 school year.

SECTION B. If, in exceptional situations, a morning bus is arriving earlier than fifteen minutes before the start of the school day, up to two elementary teachers may be assigned to such bus duty and shall report no more than twenty minutes before the start of the school day to meet the early arriving bus.

SECTION C. The Board will make every reasonable effort to have buses depart within thirty (30) minutes after dismissal.

SECTION D. Guidance counselors, psychologists, and social workers will be required to work 1/2 hour beyond the contracted work day of teachers.

SECTION E. The Board reserves the right to increase the length of the work day at any or all of its schools. Should the Board increase the length of the workday beyond that in effect during the previous school year, it shall negotiate with the Association over the impact of such change, if any, on members of the bargaining unit. If the parties do not reach agreement in such negotiations after forty (40) school days, they shall submit such question to impasse resolution in accordance with state statute.

ARTICLE 12
TEACHING ASSIGNMENTS AND TRANSFERS

SECTION A. The term "transfer" shall refer to a change in building assignment, except for teachers who are not typically assigned to a particular building. The term "assignment" shall refer to the grades and/or subjects teachers teach.

SECTION B. Teachers shall be notified in writing of any change of their assignment in the coming year, including schools to which they will be assigned and the grades and/or subjects which they will teach, not later than ten (10) days prior to the end of the school year, or as soon as practicable but prior to the end of the school year. In the event that a change of circumstances or events arises during the summer months, such as cancellations, death, illness, vacancies or moves from the community such assignments may be changed with as much advance notice to the teacher as possible.

SECTION C. In assigning schedules for teachers who are assigned to more than one (1) school, every effort shall be made to limit the amount of inter-school travel. Whenever possible, such teachers shall be notified of any change not later than five (5) days prior to the end of the school year or as soon as practicable but prior to the end of the school year.

SECTION D. Any teacher desiring a change in assignment within a given school (from one grade to another) shall make known his or her desire in writing to the principal of his or her school by March 15.

SECTION E. Teachers interested in voluntary transfers to positions in other schools within the system shall make known his or her desire in writing to the principal of his or her school by March 15 of each year. The principal shall forward such requests to the Superintendent by April 1 of each year and an interview will be granted if a position is vacant for which the teacher is applying.

SECTION F. In the event circumstances warrant a transfer or change of assignment during the school year, the Superintendent hereby reserves the right to effectuate such transfer or change in assignment after prior conference with the teacher(s).

SECTION G. Any teaching vacancy shall be publicized through the school district's e-mail system and on the school district's website both during the school year and in the summer months. Teachers who desire to apply for such vacancies shall file their applications in writing with the office of the Superintendent within ten (10) school days of the time said vacancy is posted. Teachers currently assigned within the system shall be eligible to be considered for positions that become vacant during the school year, provided that, if selected, such teachers shall complete that year's assignment and assume the duties of the new position at the start of the new school year, subject to the provisions of this Article.

SECTION H. Involuntary transfers caused by position eliminations will be made on the basis of system-wide seniority within the affected school to this extent. System-wide seniority shall govern unless certification or other specialized training and/or qualifications dictate otherwise.

ARTICLE 13 PROMOTIONS

The final responsibility for promoting individuals rests with the Board of Education or its designated representative, the Superintendent of Schools. All such promotions which the Board desires to fill shall be filled in the following manner:

SECTION A. Any vacancy shall be publicized both within and outside the school system, including a notice through the school district's e-mail system and on the school district's website in advance of the appointment.

SECTION B. Said notice of vacancy shall clearly set forth the qualifications for the position.

SECTION C. Teachers who desire to apply for such vacancies shall file their application in writing with the Office of the Superintendent or his or her designee within 10 school days of the time said vacancy has been posted. Such applications must be accompanied by proof of certification. Other material, including transcripts, may be requested to assist in determining the suitability of the applicant for the position.

ARTICLE 14 EVALUATION REPORT

SECTION A. Each teacher shall be entitled to knowledge of and access to supervisory records of his competence, personal character, and efficiency maintained in his personnel file with reference to evaluation of his performance. The teacher shall be allowed to make copies of supervisory records and reports of his competency, personal character, and efficiency maintained in his personnel file with reference to evaluation of his performance.

SECTION B. Teachers shall sign evaluation reports, but such signatures will merely evidence the teacher's having seen the report and not indicate the teacher's agreement with such report. The teacher shall have the opportunity to submit a written comment(s) to such material, which comment(s) shall be reviewed by the Superintendent and attached to the file copy.

SECTION C. The procedural requirements of the evaluation procedure are subject to review through the grievance procedure.

ARTICLE 15 TEXTBOOKS

The Board will provide sufficient textbooks to insure that each child in a classroom has textbooks for his own use when, in the opinion of the Board, sufficient funds are available. The Board shall order textbooks sufficiently in advance of the opening of school so that, except for delays beyond its control, textbooks shall arrive on or about the opening of school.

ARTICLE 16 CLASS SIZE

SECTION A. Every reasonable attempt will be made to keep a regular class size to no more than thirty (30) pupils. The Board shall be notified by the Superintendent of any class which exceeds twenty-five (25) pupils. The above shall not apply to chorus and band where such size may be appropriate and desirable.

In determining class size, the specialized needs of students with disabilities shall be considered and the size of the classes will approximately reflect the impact of each such student on the program being taught in the class. Every reasonable attempt will be made to assign students with disabilities, in a manner which gives primary consideration to the overall instructional program. Grade level teachers receiving students with special needs and their administrators will meet and discuss assignments prior to being made. Nothing in this section shall be construed to in any way limit the authority of the PPT or the building administrator to assign students to classes.

SECTION B. Every reasonable effort will be made to see that no regular classroom teacher will have instructional responsibility for more than one hundred fifty (150) students during any school day. The Board and the Association, or their respective delegates, will meet periodically to discuss ways and means of achieving optimum class load.

SECTION C. In grades 7-12, classes which use chemicals, power or mechanical equipment or animals, consideration shall be given to the number of students who can be accommodated in such settings safely.

ARTICLE 17 PREPARATION PERIOD

SECTION A. Except for unanticipated changes in the schedule, teachers shall receive preparation time as follows:

Elementary: Thirty consecutive minutes per day.

Secondary: Five preparation periods per week, each of which is equivalent to one normal classroom period.

Nothing in this article shall be interpreted as impairing the Board's unilateral right to implement a block schedule at the secondary level. Should the Board implement a block schedule the parties will bargain over the impact of any change necessitated by that schedule change.

Preparation time shall be exclusive of lunch and before and after school time. During preparation time, all teachers shall remain in the school building except in the case of emergency circumstances with the permission of the building principal.

ARTICLE 18 CURRICULUM REVISION

SECTION A. The Board recognizes that teachers should play an active role in the preparation, implementation and evaluation of curriculum. In this connection, the Board and the professional personnel agree to cooperate in the development of an effective curriculum. The Association will urge all teachers to participate in the preparation, implementation and evaluation of the curriculum on a voluntary basis. Compensation is established in Article 28, Section E.

SECTION B. Materials needed to implement the new curriculum should be made available to the teachers concerned prior to the start of the new program.

SECTION C. The Board will encourage and support in-service training programs to prepare teachers for the new curriculum, and will consider the use of release time or early dismissal when, in the judgment of the Superintendent, it is required for an effective in-service workshop. The Association shall submit such requests in writing to the Superintendent for final approval.

ARTICLE 19
AFTER SCHOOL MEETINGS

SECTION A. Teachers may be required to report or remain after the regularly scheduled work day for up to forty (40) hours per school year for general faculty, system-wide, building or departmental meetings - on Wednesdays or other mutually agreed upon days. Professional meetings such as faculty meetings, curriculum study meetings, teacher collaboration meetings, workshops, in-service education meetings, etc., shall be held at this time. There shall be at least one collaborative meeting per month concerning educational programs. Attendance at all meetings is made mandatory for those teachers for whom the meeting is intended. One meeting in January and one meeting in June shall be reserved for the entry of data by teachers.

SECTION B. Meetings will be kept to one (1) hour unless exceptional circumstances prevail. Exception: Up to three in-service meetings or follow-up in-service meetings will be for two hours in length. CEUs shall be offered where applicable.

SECTION C. It is probable that certain valuable programs sponsored by outside sources cannot be scheduled for a Wednesday. If any such program is held on a different date, it shall take the place of a regular Wednesday meeting.

SECTION D. Individual parent-teacher conferences instituted by the parents or the teacher are an integral part of a good education system. The present practices of encouraging such conferences by the teachers and parents shall be continued.

SECTION E. School-wide parent-teacher conferences shall be held on four (4) evenings each school year scheduled on two (2) days in the fall and two (2) days in the spring. The day following each evening parent-teacher conference shall be an early dismissal day for teachers and students.

ARTICLE 20
NO LIABILITY

Under no circumstances shall individual Board members or their agents be held personally liable for a violation of any term or provision of this Agreement.

ARTICLE 21
CONTRACT

Teachers' individual computerized salary agreements and statement of all supplementary wages shall be issued before the last day of school, and shall become effective at the beginning of the next school year, provided that the teacher maintains his or her level of performance and service during the interim. Such agreements are issued for informational purposes only, and in the event of a conflict between said agreement and/or contract and this agreement, this Agreement shall prevail.

ARTICLE 22
STAFF SALARIES

SECTION A. The salaries of all teachers covered by this Agreement are set forth in Schedule A and are attached hereto and made part of this Agreement.

SECTION B. The Board reserves the right to withhold an increment from an individual teacher for just cause. If the withholding of an increment is being considered, the teacher shall be notified in writing by March 1st of the current school year. Said notice shall clearly state the reason for such action by the Board.

If an individual teacher feels that the action of the Board is unfair and/or arbitrary and is not in his best interests, he may file a grievance, which shall commence at Level 3 of the Grievance Procedure.

SECTION C. All teachers shall have the option of being paid on either:

1. Ten (10) month basis, twenty-four (24) pay checks;

OR

2. Ten (10) month basis, twenty-six (26) pay checks

If no option is made on the computerized salary agreement, teachers will be paid on the twenty-six (26) check basis. Teachers will receive their final pay checks on the last regular day of school.

SECTION D. The Board will pay all teachers by direct deposit of payroll checks to the financial institution designated by each teacher.

ARTICLE 23
PLACEMENT ON THE SALARY SCHEDULE

The Superintendent shall place new teachers on the appropriate step on the salary schedule, taking into consideration the following:

1. Degree status as defined under "Degree Definition" (Article 25).
2. Credit may be given for previous teaching experience in an accredited public, private and military dependency school as determined by the Superintendent, provided that such experience shall have been continuous service of at least ninety (90) days of any school year. Intermittent or short-term substitutes service will not be credited as previous teaching experience. Up to five (5) years of credit may also be given for related work experience as deemed appropriate by the Superintendent. Teachers shall not receive more credit than their years of prior experience, and teachers will receive full credit for their prior placement on the salary schedule if they are recalled to work from layoff.

3. By December 1 of each year, teachers shall notify the Superintendent or designee in writing of their intent to complete their requirements for any degree change (as noted in Article 26 - Degree Definition) for the next school year. Upon submission of official transcripts to the Superintendent or designee that degree requirements have been completed, the teacher shall be paid on the corresponding salary schedule commencing the first pay period of the next school year (as long as the official transcript is received by October 1st) or commencing the second pay period of February (as long as the official transcript is received by March 1st).

4. The Superintendent may give up to five (5) years' credit for individuals possessing certification in a documented shortage area.

ARTICLE 24 PAYROLL DEDUCTIONS

SECTION 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.

SECTION B. Approved deductions shall include those for teacher organizations dues, Tax Sheltered Annuity Plans, the United Way, Credit Union, Savings Bonds and three (3) additional payroll deductions elected by the teacher. Dues for the teacher organizations shall be deducted commencing in September and transmitted monthly to the teacher organization upon submission by the employee of a dues checkoff card for payroll deductions or his or her membership dues. Teachers joining the Association after the beginning of the school year shall authorize the standard deduction plus one make-up deduction. Upon payment thereof to the teacher organization, the Board shall be held free and harmless from any liability in handling said teacher organization dues and may require a release from the teacher organization.

SECTION C. The Board shall not be required to honor for any month's deduction any authorizations that are delivered to it later than one (1) month prior to the distribution of payroll. For union dues, however, the Board requires notification of one pay period.

SECTION D. Any teacher desiring to have the Board discontinue teacher organization dues deduction must notify the Board and teacher organization in writing.

SECTION E. Teachers shall be eligible to participate in a Tax Sheltered Annuity Plan established pursuant to United States Public Law No. 87-370. Deductions shall be made in accordance with the provisions of Section B of this Article.

SECTION F. Agency Fee

1. Conditions of Continued Employment

All members of the Bargaining Unit employed by the Shelton Board of Education shall, as a condition of continued employment, join the Association or pay to the Association a service fee. Said service fee shall be costs of collective bargaining, contract administration, and grievance adjustment.

2. Members

- a. All members of the Bargaining Unit who elect to join the Association shall sign and deliver to the Association, if they have not already done so, an authorization for the payroll deduction of membership dues of the Education Association, the CEA and NEA. Employee authorization for dues deduction will be in writing.
- b. Said authorization shall continue in effect from year to year unless such teacher shall notify the Board of Education and the Association in writing not later than thirty (30) days prior to the commencement of the school year. If said notice is timely delivered, it shall mean that in the coming school year said teacher shall pay the service fee as described in Paragraph A above, and paid in accordance with Paragraph C below.

3. Non-Members

For those members of the Bargaining Unit who have not joined the Association and delivered said authorization card by October 1st of the first year of this Contract, the Board of Education agrees to deduct the annual service fee from their salaries through payroll deduction beginning January 1, of that school year. The amount of said service fee, equal in amount to the costs of collective bargaining, contract administration, and grievance adjustment shall be certified by the Association to the Board not later than January 1 of that school year.

4. Subsequent Employment

Those members of the Bargaining Unit commencing employment after the date of execution of this Contract shall, within thirty (30) days of such commencement, sign and deliver to the Board of Education an authorization card as described in Paragraph B of this Article or fall under the provisions of Paragraph C of this Article after such thirty (30) days.

5. Forwarding of Monies

The Board agrees to forward to the SEA each month all monies deducted during that month for local dues and local service fee deduction. The Board further agrees to send each month, all monies deducted during that month for SEA, CEA and NEA dues and SEA, CEA/NEA service fee deduction to the SEA.

6. Lists

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

7. The right to refund the employees' monies deducted from their salaries under such authorization shall lie solely with the Association. The Association agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the Association, which deduction is paid by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deduction.

8. The Association agrees to indemnify and hold the Board of Education harmless against any or all claims, demands, suits or other forms of liability including attorneys' fees and the cost 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.

ARTICLE 25
DEGREE DEFINITIONS

1. Bachelor's Degree: A baccalaureate degree in a course of study pertinent to the employee's teaching position.
2. Bachelor's Degree plus 30: Thirty (30) credits beyond the baccalaureate degree in a planned program pertinent to the employee's teaching position. Only teachers on this salary lane as of June 30, 2014 shall be permitted to be paid in accordance with this salary lane. In addition, no teachers hired on or after July 1, 2011 shall be eligible to be paid in accordance with this lane.
3. Master's Degree: A master's degree earned in a planned program pertinent to the employee's teaching position.
4. Masters' Degree plus 15: Fifteen (15) credits beyond the masters' degree in a planned program pertinent to the employee's teaching position.
5. Master's Degree plus 30: Thirty (30) credits beyond the Master's degree in a planned program pertinent to the employee's teaching position. Only teachers on this salary lane as of June 30, 2014 shall be permitted to be paid in accordance with this salary lane. In addition, no teachers hired on or after July 1, 2011 shall be eligible to be paid in accordance with this lane.
6. Sixth-Year Certificate: A certificate indicating a full year's graduate school study beyond the Master's Degree or, a second Master's Degree or, a second Master's Degree in a discipline other than that in which the initial degree was attained, all of which shall be earned in a planned program pertinent to the employee's teaching position.
7. Sixth-Year plus 15: Fifteen (15) credits beyond sixth year certificate earned in a planned program that is pertinent to the employee's teaching position. Only teachers on this salary lane as of June 30, 2014 shall be permitted to be paid in accordance with this salary lane. In addition, no teachers hired on or after July 1, 2011 shall be eligible to be paid in accordance with this lane.
8. Sixth-Year plus 30: Thirty (30) credits beyond sixth year certificate earned in a planned program that is pertinent to the employee's teaching position. Only teachers on this salary lane as of June 30, 2014 shall be permitted to be paid in accordance with this salary lane. In addition, no teachers hired on or after July 1, 2011 shall be eligible to be paid in accordance with this lane.
9. Doctor of Philosophy Degree, or Doctor of Education: A doctoral degree earned at an accredited college or university. Said degree shall be pertinent to the employee's teaching position.

10. To be recognized, all above stated degrees and credits shall be earned at accredited colleges and universities and recorded as credit on the college/university transcript.

11. Credits earned "beyond" a specified degree shall be earned after the degree is conferred.

ARTICLE 26
SPECIAL SCHOOL PROGRAMS

These provisions apply to such programs as summer school, night school, homebound instruction, staff development and SEE Program

SECTION A. Positions in these programs will be first offered to those teachers regularly employed in the school system who are qualified for the job offered.

SECTION B. In filling such positions, consideration shall be given to teacher's area of competence, major and/or minor field of study, quality of teaching performance and attendance in these programs, if any.

SECTION C. All openings for these positions shall be listed as early as possible so qualified teachers may apply.

ARTICLE 27
EXTRA COMPENSATION

SECTION A. Extra duty for which extra compensation shall be paid and the amounts of such compensation are set forth in Schedules B, C, D, and E, which are attached hereto and made part of this Agreement.

SECTION B. Extra Pay for Extra Duty. In the high school, the intermediate school, and the elementary schools, if a qualified substitute is not available, a teacher will be paid for assuming the responsibility of a class during his/her preparation period at a rate of \$30 per class. Effective July 1, 2009, the rate shall be \$32 per class. Such emergency assignment will be rotated among available personnel and will begin within the appropriate department.

SECTION C. Special School Programs. The hourly rate of pay for teachers in such programs shall be as follows:

	7/1/14	7/1/15	7/1/16
Summer, Night School SEE Classroom Teacher	\$33.54	\$34.00	\$34.55
Tutoring Homebound Students (class size of one)	\$33.54	\$34.00	\$34.55
(each additional student in the class)	\$5.24	\$5.31	\$5.40
Summer School Tutoring	\$29.35	\$29.76	\$30.23

SECTION D. Special Projects: Compensation shall be determined by the sponsoring agency.

SECTION E. Curriculum Writing. Any teacher writing curriculum pursuant to Article 18 shall be paid accordingly by:

7/1/14	\$33.54 per hour
7/1/15	\$34.00 per hour
7/1/16	\$34.55 per hour

SECTION F. Professional development presenters shall be paid \$100 per hour to be shared by all presenters for each individual workshop. Compensation for preparation of an initial presentation shall be .2 CEU for each hour of said presentation.

SECTION G. Staff Development. Teachers on unpaid leaves of absence may attend Staff Development programs. Such attendance shall be voluntary and unpaid.

ARTICLE 28 INSURANCE BENEFITS

SECTION A. Medical Insurance. The Board shall provide the following insurance for all teachers and their dependents.

1. A High Deductible Health Care Plan coupled with a Health Savings Account (HDHP/HSA) and with the following terms and conditions.
 - Deductibles: \$2,000 individual; \$4,000 for two-person or family.
 - The Board shall be responsible for 60% of the annual deductible for 2014-15 of which 100% of their contribution will be deposited July 1, 2014;
 - 55% of the annual deductible for 2015-16 of which 50% will be deposited July 1, 2015 and 50% October 1, 2015;
 - 50% of the annual deductible for 2016-17 of which 50% of their contribution will be deposited July 1, 2016 and 50% January 1, 2017
1. An out-of-network plan with co-insurance at 80%/20% and annual out-of-pocket maximums of \$4,000 per individual and \$8,000 per two person or family.
2. Premium Cost Share. All teachers shall pay the following portion of the premium cost for the medical insurance plan in which they enroll:

Effective July 1, 2014– 14.5%
Effective July 1, 2015 –15.5%
Effective July 1, 2016– 16.5%

The Board shall maintain an I.R.C. Section 125 Plan for employees making such contributions.

43. The Board shall maintain a "Section 125" Salary Reduction Agreement for the purpose of enabling eligible teachers to divert a portion of their gross salaries, prior to reduction for federal income or social security taxes, by a minimum of \$250 to a maximum of \$3,000 per Plan Year for Health Reimbursement, and by a minimum of \$250 to the IRS maximum per Plan Year for Dependent Care, into an account from which, during the course of the Plan Year, they can be reimbursed for Health Care costs and Dependent Care costs they or their covered dependents incur that are not covered by the Medical or Dental Plans described in the Agreement between the Board of Education and the Shelton Education Association, including, but not limited to, their share of the premium costs for such Plans. The Board makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Association nor any teacher covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom. This waiver on the part of the Association shall not extend to acts which may be committed by the Board or its agent(s) other than acts in furtherance of the I.R.C. Section 125 plan.

SECTION B. Dental Insurance. Individual dental insurance which shall contain benefit coverage to the same extent as the Metropolitan Dental Plan with Type A, B and C Riders is provided by the Board. The maximum annual benefit shall be \$2000. The employee may enroll his or her dependents with the full premium cost for dependents borne by the employee.

SECTION C. Vision Rider. Teachers may purchase a vision rider as offered by the Board provided they assume the full cost of the coverage for themselves and their dependents.

SECTION D. Life Insurance. The Board shall provide Life Insurance an amount equal to the employees salary. However, \$50,000 shall be the coverage minimum.

SECTION E. Retiring teachers and their dependents shall be able to continue all of the above insurance benefits at their own expense, carrier permitting. Once a retired teacher is eligible for Medicare he or she shall be required to enroll in Medicare but shall have access to the Board's Medicare supplement policy at his or her own expense. Once a retired teacher's spouse is eligible for Medicare, he or she shall be required to enroll in Medicare but shall have access to the Board's Medicare supplement policy at the teacher's own expense.

SECTION F. The Board reserves the right to change the carriers for the insurances listed above, provided that the level of benefits is equal to or better than the previous coverage. Prior to making such change the Board will consult and explain the change to the Association. Any grievance under this Section shall be submitted at Level 3 of the Grievance Procedure.

SECTION G. Insurance Waiver. Teachers wishing to waive the insurance shall deliver a signed waiver form to the Superintendent's office prior to May 15 of that school year, the format of which is to be determined by the Superintendent of Schools. In the event a teacher who has elected to waive such coverage decides to reinstate such coverage, the following shall apply:

1. Except as provided in 2. below, reinstatement may be effective only at the beginning of the plan year and application must be made in writing to the Superintendent's office not later than June 1. Reinstatement will not be denied by the Board of Education for any reason, carrier permitting.

2. Reinstatement may be requested during the plan year if such request is due to loss of the other available coverage for reasons beyond the employee's control. A request for mid-year reinstatement must be made in writing to the Superintendent's office. Such reinstatement must be approved upon satisfactory proof of loss of said other available coverage and will be reinstated as soon as the carrier can effectuate.

SECTION H. The Association agrees to participate in a committee to study ways to reduce fringe benefit costs, should the Board create such a committee. Neither the Board nor the Association shall be bound by the conclusions of the committee.

ARTICLE 29 JURY DUTY

Any teacher called for jury duty shall inform the Superintendent within two days of notification. Any teacher who is called 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. Jury duty procedures shall conform with Connecticut State Statute 51-219.

ARTICLE 30 SICK LEAVE

SECTION A. Teachers shall be entitled to fifteen (15) sick leave days each school year. Teachers may use fifteen (15) sick leave days in the case of their own illness or injury which renders them unable to work. In the case of illness or injury of the teacher's spouse, child or parent or any other relative for whom the teacher is the primary care giver, teachers may use up to five (5) sick days. Sick leave may be accumulated from year to year up to a maximum accumulation of one hundred eighty (180) days.

SECTION B. Any absence for five (5) school days or three (3) days or more in a holiday or vacation week needs to be validated by a medical certificate. During a continued absence a medical certificate must be submitted every 30 days. Any absence situation involving sick leave such as but not limited to Monday/Friday or Friday/Monday or other absence patterns which in the opinion of the Board of Education requires investigation, may be so investigated by the administrative authority initiated by the Board of Education.

SECTION C. The annual sick leave allotment of fifteen (15) days shall be credited to each teacher who reports for work at the beginning of the teacher work year. If a teacher is hired or returns to work from an unpaid leave after the work year has begun, that teacher's allotment of sick leave days shall be credited at the rate of one and one-half (1.5) days for each month remaining in the work year. Credit for the month will be given if reinstatement occurs before the 15th of the month.

SECTION D. Severance. For teachers hired prior to June 30, 2011, upon the retirement or death of a teacher, such teacher or his beneficiary under his state retirement plan shall be paid the equivalent of one-half (1/2) his accumulated sick leave days up to a maximum of ninety (90) days. "Retirement" is defined as terminating employment as a teacher and retiring under Conn. Gen. Stat. §10-183f. Teachers electing deferred vested retirement benefits shall receive this payment when they begin collecting such retirement benefits.

1. Any person who intends to retire at the end of the school year shall notify the Superintendent before January 1 of the current year in order to assure payment of severance pay on August 1 following retirement. Failure to notify the Superintendent within this time period shall not deprive the individual of this benefit but may postpone payment to no later than the succeeding fiscal year. Severance pay shall be paid at the rate the teacher received during his/her last year of employment.

2. A teacher whose employment is terminated for any reason other than death or retirement (as defined in this Section B) shall have no right to unused or accumulated sick leave.

ARTICLE 31
DUTY FREE LUNCH

All teachers shall have an uninterrupted duty-free lunch period daily of at least 20-30 minutes as arranged by the Principal of the school.

ARTICLE 32
NEGOTIATION LEAVE

If negotiation meetings between the Board and the Association are scheduled during normal working hours of a school day, not more than five (5) representatives of the Association, as necessary, shall be relieved from all regular duties without loss of pay, in order to permit their attendance at such meetings.

ARTICLE 33
EXCHANGE TEACHERS' LEAVE

In any year, teachers who have received tenure may be exchanged for teachers from other school districts in the United States or in a foreign country. If the teacher agrees, such exchange may be initially recommended by the Superintendent to the Board of Education for action.

ARTICLE 34
GENERAL LEAVES OF ABSENCE

SECTION A. Any tenured teacher may be granted a leave of absence of up to two years without pay for the purpose of serving in any public welfare agency such as VISTA or the Peace Corps.

SECTION B. While on leave the individual shall be allowed to maintain the insurance coverage to which the employees covered by this Agreement are entitled by paying an amount equal to such premiums to the Board in monthly payments.

SECTION C. Other leaves of absence with or without salary or benefits may be granted at the sole discretion of the Board. Any such leave that is granted by the Board may not be extended except when a teacher requests an extension because he/she is temporarily disabled and cannot return to work and because his/her spouse, parent, child or other relative for whom the teacher is the primary care giver is seriously ill.

SECTION D. Teachers on leave shall confirm in writing, by March 1st during the year of such leave, of their intent to return to work the following September. Failure to provide such notice shall operate as a resignation of employment with the Shelton Public Schools.

SECTION E. Upon his return, any such individual will be granted priority for a position in the Shelton Public School System based upon his certificate. Every reasonable effort will be made to reinstate such individual to the position he held at the time of the commencement of his leave or to any equivalent position.

ARTICLE 35
EDUCATIONAL LEAVE

SECTION A. A teacher may be allowed leave, without salary, to begin programs of study resulting from foundation or scholarship grants and necessitating the personal presence in advance of the close of the school year, but only with the approval of the Superintendent. In all such cases, a copy of the letter of acceptance respecting such programs shall be given to the Superintendent immediately after receipt of the original by the teacher accepted in such program. Upon his or her return, the teacher shall be assigned to his or her previous position or an equivalent position, if available. Teachers on leave shall confirm in writing by March 1 during the year of such leave, of their intent to return to work for the following September. Failure to provide such shall operate as a resignation of employment from the Shelton Public Schools.

SECTION B. While on leave the individual shall be allowed to maintain the insurance coverage to which the employees covered by this Agreement are entitled by paying an amount equal to such premiums to the Board in monthly payments.

ARTICLE 36
CHILDBEARING AND CHILDREARING

SECTION A. 1. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from, shall be treated as temporary disabilities for all job-related purposes (The term "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in Section 10-156 of the Connecticut General Statutes).

2. Accumulated sick leave shall be available for use during periods of such disability.

3. Disability leave beyond any accumulated sick leave shall be available for such reasonable further period of time as a female employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto. The Board reserves the right to have its own physician examine and attest to the disability at reasonable intervals.

4. Policies involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.

5. Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.

SECTION B. It is the teacher's responsibility to signify in writing, to the Superintendent, her intent to resume her duties following a pregnancy or childbirth. The required written notice must be given to the Superintendent at least one calendar week before the date the teacher resumes her teaching duties; except for a teacher who is on childbearing leave at the end of the school year. The return to said duties shall be within six weeks of the childbirth unless the teacher is still temporarily disabled, as substantiated by a physician in writing. A teacher on childbearing leave at the end of the school year must notify the Superintendent by June 1 of her intention to return or not to return for the following school year.

SECTION C. This article shall be subject to the laws of the State of Connecticut concerning maternity leave.

SECTION D. Except as otherwise provided by law, childrearing leave shall be granted in accordance with the following provisions:

1. The childrearing leave will be up to a year in duration, without pay, in addition to sick leave, subject to the following:

- a. If a birth or adoption occurs between the start of school in the fall and December 31 of the same year, the leave will terminate as of the beginning of school in the following fall.
- b. If the birth or adoption occurs between January and June of the same year, then the teacher may elect to return either at the opening of school in the fall, or with the reopening of school after the holidays in the following January.

2. The intent of this language is to provide two times only when a teacher may return from such a leave: either at the beginning of school in the fall; or the beginning of school in January, and no other time. If the birth occurs during the summer months between the close of school and the beginning of the next school year, the teacher may return either in January of the year following the birth, or in September of the year following the birth.

3. A teacher seeking such childrearing leave must request such leave in writing at least sixty (60) days prior to the anticipated commencement of such leave, and such request shall specify the period for which leave is sought.

4. During such leave, a teacher will receive no pay or benefits, such as sick leave or insurance, except that teachers on leave for less than the full year shall accrue sick leave in accordance with Article 31, Sections A and B. For the period of leave, at the employee's option insurance benefits may be purchased from the Board of Education at the prevailing rates. Upon return from such leave, a teacher will be assigned to the same position if available, or if not, to an equivalent position. If such position is not available at the expiration of leave, the teacher will be assigned to the first equivalent position which becomes vacant.

5. All benefits to which a teacher was entitled at the time the leave commenced, including unused sick leave, will be restored upon return. Seniority shall be restored and bridged.

6. The teacher shall notify the Superintendent's office in writing at least ninety (90) days prior to the end of the leave of her intention to return or not return at the end of the leave. Failure to provide such notice shall operate as a resignation of employment with the Shelton Public Schools.

SECTION E. Teachers adopting a child shall be relieved from job responsibilities without loss of pay to have ten (10) consecutive calendar days with an adopted child, commencing from the day the teacher assumes physical custody of such child.

ARTICLE 37 BEREAVEMENT LEAVE

SECTION A. A teacher shall be granted up to three (3) days bereavement leave with pay when a death occurs in the immediate family. The bereavement leave shall be taken within seven (7) days prior to or seven (7) days following the burial or the funeral ceremony service, whichever occurs first. The "immediate family" shall be defined as spouse, parents, mother-in-law, father-in-law, children and grandchildren of the teacher, sister, brother, sister-in-law, brother-in-law, and grandparents of the teacher or of the teacher's spouse. It shall also include any other relative of the teacher living in the same household. When the deceased is the teacher's spouse, child or parent, the teacher shall be granted, up to an additional two (2) days bereavement leave.

SECTION B. A teacher shall be granted one (1) day bereavement leave, with pay, when a death occurs in the external family. The external family, in this case, shall be defined as: aunts, uncles, nieces, and nephews.

ARTICLE 38 PERSONAL DAYS

SECTION A. In addition to present or future Board policies authorizing absences or leaves of absence, each teacher shall be entitled to three (3) days' leave of absence with pay each year to

conduct pressing personal business which cannot be conducted outside the school day for a reason which falls into one of the following categories: emergency, legal, business, household, or family matters which require absence during school hours. Application in writing to the building principal for such leave shall be made as far in advance as practicable and ordinarily at least forty-eight (48) hours.

SECTION B. Additional personal leave for the above categories, or for categories other than those specified above, may be granted at the discretion of the Superintendent with advice from the Association regarding the merits of the individual case under consideration.

SECTION C. No personal days off, with or without pay, will be granted on a professional development day or on the last school day immediately prior to the start of a vacation or holiday or on the first school day immediately succeeding a vacation period or holiday, unless an emergency situation exists and unless the personal day is approved by the Superintendent.

ARTICLE 39 PROFESSIONAL LEAVE

The Board agrees to reimburse all officially delegated teachers attending a convention or conference or observing activities in another school system if said trip is approved by the Superintendent of Schools, provided that an itemized estimate of the cost is supplied by the teacher. The teacher will receive full pay while on such leave. Any teacher excused by the Board for the purposes stated above shall submit a written report, detailing observations and conclusions, to the Superintendent's office. Approval of such leave shall not be unreasonably withheld.

SECTION A. The following criteria shall be considered in determining eligibility for professional leave:

1. Growth potential to the teacher and student.
2. Educational value to the teacher and student.
3. Relevance to the teacher's subject area.
4. Benefit to the Shelton school system.

SECTION B. Teachers shall submit a request in writing at least two (2) weeks in advance for all professional leave. Such requests shall be fully detailed as to reason for the leave and applicability to the above-mentioned criteria.

ARTICLE 40 SABBATICAL LEAVE

The granting of Sabbatical Leave is the prerogative of the Superintendent with the approval of the Board.

The Superintendent shall review programs and independent work and recommend approval or rejection of the request for Sabbatical to the Board.

All Sabbatical Leaves shall be subject to the following conditions:

SECTION A. No more than one percent (1%) of the total staff shall be absent on Sabbatical Leave at any one time.

SECTION B. Requests for Sabbatical Leave must be received by the Superintendent in writing, in such form as may be required, no later than January 1 of the year preceding the school year in which the sabbatical is requested. It is understood that the deadline of January 1 shall be waived at the discretion of the Superintendent when fellowships, grants, or scholarships awarded later in the year make such a deadline unreasonable.

SECTION C. The teacher may be eligible for an initial Sabbatical Leave after at least seven (7) consecutive full school years of active service in this system. A second Sabbatical may be granted after another seven (7) year period.

SECTION D. A Sabbatical Leave may be for a full academic year and the professional staff member may be paid at fifty percent (50%) of his annual salary rate, provided that the total compensation of any program grant, scholarship, assistantship or other compensation and the Sabbatical pay does not exceed the teacher's full annual salary rate. In this instance "full annual salary rate" shall be defined as that salary from which retirement is deducted.

SECTION E. The teacher, as a condition to the acceptance of the Sabbatical Leave, shall agree to return to employment in the system for two (2) full years, commencing immediately following the end of the Sabbatical Leave. The cost of salary and benefits paid to a teacher on Sabbatical Leave shall be secured by a personal note from the teacher to the Board. The note shall be canceled and considered fully paid after the teacher has taught for the required two (2) year period. The note shall be automatically canceled upon proof of a permanent disability or death of the teacher.

SECTION F. Teachers on sabbatical leave shall confirm in writing that they will return to their teaching position by March 1 of the preceding school year.

SECTION G. While on leave the individual shall receive the insurance coverage provided under this Agreement, but shall not accrue sick leave. When the individual returns to teaching, he or she shall advance to the next step as if he or she had spent the year teaching.

ARTICLE 41 MILITARY LEAVE

Military leave shall be in accordance with the provisions of all applicable state and federal law.

ARTICLE 42 TEACHER FACILITIES

At the earliest possible date, the Board, provided it has sufficient funds, shall make every reasonable effort to provide for the following facilities:

SECTION A. Space in each classroom in which teachers may store instructional material and supplies. Such space shall also be provided in each school to special teachers.

SECTION B. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional material.

SECTION C. An appropriately furnished room to be used as a faculty lounge which shall include a telephone. At the High School, telephones shall be provided in the department offices. A dedicated phone line shall be made available in a private secured area (where possible) in each school. Where not possible, the building principal will make a telephone and office available to the teachers as necessary for confidential calls concerning students.

SECTION D. Well lighted and clean restrooms.

SECTION E. All schools which presently have the aforementioned facilities shall continue to have them.

ARTICLE 43
USE OF SCHOOL FACILITIES

SECTION A. The Association will have the right to use school buildings without cost at reasonable times for local teacher meetings provided, however, that the Association will be required to pay for any additional custodial costs involved by reason of said meetings and that the building is normally open to public use on the day of such use. The principal of the building in question will be notified in advance of the time and place of all such meetings.

SECTION B. There will be one (1) bulletin board in each school building which will be placed in the faculty lounge for the purpose of displaying notices, circulars, and other Association material. A courtesy copy of all such materials will be given to the school Principal and to the Superintendent of Schools.

SECTION C. No such right to use school buildings shall be permitted if and when there is a conflict with school hours and programs.

SECTION D. The Association shall have access to teachers mailboxes for distribution of Association materials.

ARTICLE 44
PERSONNEL FILES

SECTION A. The teacher may submit a written notation regarding any relevant material placed in the teacher's file, and the same shall be attached to the file copy of the material in question. If the teacher believes that material to be placed in his file (other than evaluations) is inappropriate or in error, he may request correction or removal for cause through the grievance procedure. If the teacher is asked to sign material placed in his file, such signature shall be understood to indicate his awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material if so noted by the teacher.

SECTION B. All materials in the Personnel File shall be kept confidential and copies of materials in the Personnel File shall be made available to the teacher upon request. The teachers

shall have the right to review the information within their Personnel File. There shall be only one official Personnel File per teacher to be kept in the Office of the Superintendent. No information not contained in the above official file shall be used in any way, at any hearing or meeting concerning teachers.

ARTICLE 45
LONGEVITY

SECTION A. Each employee, starting with the twenty-first (21st) through the twenty-fifth (25th) year of employment in the Shelton School System, shall be given an increase of five hundred and fifty (\$550) dollars annually.

SECTION B. Each employee, starting with the twenty-sixth (26th) year of employment in the Shelton School System shall be given an increase of eight hundred (\$800) dollars annually.

ARTICLE 46
NEW STAFF ORIENTATION

SECTION A. The Board and the Association recognize the need to properly orient staff members to the requirements of the Shelton School System. It is agreed that the Association may participate in the orientation of new staff, if an orientation program is held.

SECTION B. The names of all new staff members shall be provided to the Association no later than one (1) week after the opening day of school.

ARTICLE 47
STAFF REDUCTION

SECTION A. Staff Reduction Procedure

1. If it becomes necessary to reduce the staff, all teachers holding durational shortage area permits shall be laid off first. Non-tenured teachers shall be laid-off before any other professional employees become eligible for layoff.

2. If it becomes necessary to further reduce the staff of employees, certified tenured teachers shall be laid off.

3. 3. Within each one of the above steps 1 and 2, those with the least district-wide seniority as defined above shall be laid off first.

4. Exceptions within the order of layoff as specified above, when required in individual cases, can be made by the Board of Education for just cause, in which case the following criteria shall be used: certification, training, experience, performance evaluation.

5. In Sections 1-4 above, "Certification" shall be based upon written evidence that has been brought to the Superintendent's office by the teacher on or before March 1st of the calendar year in which the staff reduction is to take place.

SECTION B. 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 Conn. Gen. Stat. §10-151, as amended, and in no other manner. 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.

SECTION C. Recall Procedures

To be eligible for recall, a teacher within thirty (30) days after layoff, will submit his or her name and address in writing to the Superintendent to be placed on the recall list. A teacher whose name appears thereon will be eligible for recall only until the second September 1st after the effective date of his or her layoff. Teachers on the recall list shall be recalled by seniority, the most senior first, unless certification dictates otherwise, subject to the exceptions set forth in paragraph A(4) above. Notice of recall will be effective if mailed to the address or changed address furnished to the Superintendent by the teacher. The Superintendent must receive acceptance of recall within ten (10) calendar days after notification of recall is sent. Unless otherwise provided, all notices provided for in this section must be in writing and transmitted by certified mail, U.S. postage prepaid. The recall list shall be exhausted in accordance with its terms before any new employee is hired. In the event that a laid-off teacher is employed by another school district, he or she shall be allowed to complete the minimal contract obligation to the new system before returning to Shelton. Such teacher shall come back with the same seniority in Shelton before the layoff, but shall not have accumulated seniority while on leave.

SECTION D. Bargaining unit members hired on the same date shall have their seniority rank determined alphabetically. In the application of the layoff and recall provisions, however, the even year shall cause the use of an A to Z basis, while the odd years will use Z to A basis. The year in question shall be determined by the date at the beginning of the school year for which the layoff would take effect.

ARTICLE 48 ASSOCIATION LEAVE

SECTION A. Leave for two (2) Association officers, for three (3) days each per year shall be granted for attendance at Union conferences or conventions.

SECTION B. In the event a teacher is elected an officer in the C.E.A. or N.E.A., the teacher shall receive, upon request, an unpaid leave of absence for the duration of the term of office. Upon return to the school system, the teacher shall be returned to his or her former assignment, if available, or to an equivalent assignment, with no loss of seniority.

ARTICLE 49
SCHOOL SECURITY

A security committee composed of representatives of the teaching staff, paraprofessionals and administration will be established at every school to discuss ongoing issues of security in buildings.

ARTICLE 50
TUITION REIMBURSEMENT

SECTION A. The Board shall establish a fund of \$30,000 for the purpose of reimbursing teachers for the cost of in-service courses or college/university courses provided the following conditions are satisfied:

1. Eligibility. Teachers who possess a masters degree that meets the State of Connecticut mandates are eligible for tuition reimbursement.
2. The course must be related to the teacher's present or potential teaching assignment.
3. The course must be agreed to in advance by the immediate supervisor and approved in advance by the Superintendent. Denials are not subject to the grievance procedure of this Agreement.
4. The course must be an approved in-service program or a graduate level course at an accredited college or university.
5. The course must be either a part of a course of study leading towards a degree or towards certification in a shortage area.
6. Proof of successful completion of the course, a grade of B or better, must be submitted to the school district by official transcript no later than June 30.
7. At the end of the school year, the fund will be disbursed to the participating teachers on a first come-first served basis at the rate of \$300 per credit. In the event the \$300 aggregate exceeds \$30,000, the per credit reimbursement will be divided equally among all participants.
8. No more than two (2) courses per year per teacher may be submitted for reimbursement.

SECTION B. Any teacher receiving tuition reimbursement shall be obligated to teach in the Shelton school system for at least one year following the year in which the teacher was paid the reimbursement. Any teacher who does not fulfill this requirement shall reimburse the Board for the amount of tuition reimbursement the teacher received.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to affix their signatures.

SHELTON BOARD OF EDUCATION

SHELTON EDUCATION ASSOCIATION

By 
Board Chairman

By 
Association President

Date 1/13/14

Date 1/8/14

Salary Schedule

6/30/2014 - 6/30/2015

	BA	BA+30	MA	MA+15	MA+30	6THYR	6THYR+15	6THYR+30	PHD
Step									
1	48,849	49,961	51,067	52,177	53,285	54,399	54,952	55,671	59,135
2	50,476	51,677	52,879	54,082	55,285	56,489	57,413	58,424	60,802
3	52,100	53,392	54,692	55,986	57,285	58,579	59,873	61,176	62,471
4	53,392	54,692	55,986	57,285	58,579	59,877	61,176	62,470	63,758
5	54,174	55,468	56,766	61,276	62,757	65,525	66,583	67,638	70,289
6	54,948	56,247	61,774	62,757	64,250	67,113	68,180	69,219	71,882
7	55,727	57,022	63,262	64,250	66,583	68,701	69,764	70,822	73,466
8	60,783	62,757	66,061	67,113	68,701	70,824	71,882	72,940	75,590
9	62,268	64,250	67,646	68,701	69,789	72,416	73,466	74,529	77,182
10	65,555	67,686	70,362	71,434	72,894	75,182	76,252	77,316	79,992
11	67,149	69,295	71,972	73,044	74,639	76,789	77,859	78,926	81,597
12	69,289	71,433	72,597	75,182	76,789	78,926	79,992	81,066	83,738
13	76,543	78,762	81,815	82,940	84,607	87,117	88,222	89,331	92,401
14	83,783	86,088	89,545	90,703	92,422	95,299	96,448	97,603	101,067

NOTE: Teachers remain frozen on step for the 2014-2015 school year

Salary Schedule

6/30/2015 - 6/30/2016

	BA	BA+30	MA	MA+15	MA+30	6THYR	6THYR+15	6THYR+30	PHD
Step									
1	49,392	50,516	51,634	52,757	53,877	55,003	55,562	56,289	59,791
2	51,036	52,251	53,466	54,683	55,898	57,116	58,050	59,072	61,477
3	52,679	53,985	55,299	56,608	57,921	59,229	60,538	61,855	63,164
4	53,985	55,299	56,608	57,921	59,229	60,541	61,855	63,163	64,466
5	54,775	56,083	57,396	61,956	63,453	66,252	67,322	68,389	71,069
6	55,558	56,872	62,460	63,453	64,963	67,858	68,937	69,987	72,680
7	56,346	57,655	63,964	64,963	67,322	69,463	70,539	71,609	74,282
8	61,457	63,453	66,794	67,858	69,463	71,610	72,680	73,750	76,429
9	62,959	64,963	68,397	69,463	70,563	73,220	74,282	75,356	78,038
10	66,282	68,437	71,143	72,227	73,703	76,017	77,098	78,175	80,880
11	67,895	70,064	72,771	73,855	75,467	77,642	78,723	79,802	82,503
12	70,059	72,226	73,403	76,017	77,642	79,802	80,880	81,965	84,668
13	77,392	79,636	82,723	83,860	85,547	88,084	89,201	90,322	93,427
14	85,040	87,379	90,888	92,063	93,808	96,728	97,895	99,067	102,583

Salary Schedule

6/30/2015 - 6/30/2016

	BA	BA+30	MA	MA+15	MA+30	6THYR	6THYR+15	6THYR+30	PHD
Step									
1	50,142	51,284	52,418	53,559	54,696	55,839	56,406	57,145	60,700
2	51,812	53,045	54,279	55,514	56,748	57,984	58,932	59,970	62,412
3	53,479	54,805	56,139	57,468	58,801	60,129	61,458	62,796	64,124
4	54,805	56,139	57,468	58,801	60,129	61,461	62,796	64,123	65,446
5	55,608	56,936	58,269	62,898	64,418	67,259	68,345	69,429	72,150
6	56,402	57,736	63,409	64,418	65,950	68,890	69,984	71,051	73,784
7	57,203	58,531	64,937	65,950	68,345	70,519	71,611	72,697	75,411
8	62,392	64,418	67,810	68,890	70,519	72,698	73,784	74,871	77,591
9	63,916	65,950	69,437	70,519	71,636	74,333	75,411	76,501	79,225
10	67,290	69,477	72,225	73,325	74,823	77,172	78,270	79,363	82,109
11	68,927	71,129	73,877	74,977	76,614	78,822	79,920	81,015	83,757
12	71,123	73,324	74,519	77,172	78,822	81,015	82,109	83,211	85,955
13	78,569	80,847	83,980	85,135	86,847	89,422	90,557	91,695	94,847
14	86,528	88,909	92,478	93,674	95,450	98,421	99,608	100,801	104,378

SCHEDULE A

1. Guidance Counselors, Psychologists, Social Workers – Salary plus 8% of the degree attained.
2. A master's degree in speech and language pathology with at least 60 graduate credits in a program leading to licensure and certification in Speech and Language Pathology shall be recognized as "6 TH YR" on the salary schedule.

SCHEDULE B

Curriculum Leaders

Number of Teachers in Department	2014-15	2015-16	2016-17
1-5	7,074	7,173	7,288
6-10	7,577	7,683	7,806
11-15	7,876	7,986	8,114
16+	8,747	8,869	9,011

SCHEDULE C

Sport	Position	No. Positions	2014-15	2015-16	2016-17
	Athletic Trainer	1	7,608	7,715	7,838
Baseball	Head Coach	1	7,608	7,715	7,838
Baseball	Asst. Coach	2	3,576	3,626	3,684
Baseball	Freshman Coach	1	3,576	3,626	3,684
Basketball	Head Coach	2	7,818	7,927	8,054
Basketball	Asst. Coach	6	4,688	4,754	4,830
Cheerleading	Cheerleading Coordinator	1	5,303	5,377	5,463
Intramural	Co-Ed. Intramural Advisor	1	3,285	3,331	3,384
Cross Country	Head Coach	2	4,312	4,372	4,442
Football	Head Coach	1	8,155	8,269	8,401
Football	Asst. Coach	3	4,890	4,958	5,037
Football	Freshman Coach	2	3,342	3,389	3,443
Golf	Head Coach	1	3,285	3,331	3,384
Hockey	Head Coach	1	5,303	5,377	5,463
LaCrosse	Head Coach	2	5,303	5,377	5,463
LaCrosse	Asst. Coach	2	3,184	3,229	3,281
Soccer	Head Coach	2	5,303	5,377	5,463
Soccer	Asst. Coach	4	3,711	3,763	3,823
Soccer	Freshman Coach	2	3,184	3,229	3,281
Softball	Head Coach	1	7,608	7,715	7,838
Softball	Asst. Coach	2	3,576	3,626	3,684
Swim	Head Coach	2	6,330	6,419	6,522
Swim	Asst. Coach	2	3,698	3,750	3,810
Tennis	Head Coach	2	4,312	4,372	4,442
Track	Head Coach	2	7,608	7,715	7,838
Track	Asst. Coach	4	3,576	3,626	3,684
Track-Indoor	Head Coach	2	3,576	3,626	3,684
Track-Unified	Head Coach	1	2,055	2,084	2,117
Volleyball	Head Coach	2	5,303	5,377	5,463
Volleyball	Asst. Coach	2	3,184	3,229	3,281
Wrestling	Head Coach	1	7,608	7,715	7,838
Wrestling	Asst. Coach	1	3,576	3,626	3,684
*divided between up to two (2) coordinators					
SIS-Intermediate (Interscholastic -					
.35 of H.S. Head Baseball Coach)					
	Basketball	2	2,662	2,699	2,742
	Baseball	1	2,662	2,699	2,742
	Softball	1	2,662	2,699	2,742
	Volleyball	1	2,662	2,699	2,742
	Cross Country	1	2,662	2,699	2,742
	Track	1	2,662	2,699	2,742

SCHEDULE D

Position	2014-15	2015-16	2016-17
Advanced Placement Coordinator	5,843	5,925	6,020
Asst. Band Directors*	10,309	10,453	10,620
Band Director	7,789	7,898	8,024
Career Education Advisor (H.S.)	1,462	1,482	1,506
Choral Advisor	3,399	3,447	3,502
Color Guard Advisor	3,399	3,447	3,502
Distributive Education Advisor (DECA)	876	888	902
District Webmaster	3,754	3,807	3,868
Drama Club Advisor	2,979	3,021	3,069
FBLA Advisor	876	888	902
Fitness Advisor - Fall	1,084	1,099	1,117
Fitness Advisor - Winter	1,084	1,099	1,117
Fitness Advisor - Spring	1,084	1,099	1,117
H. S. Junior Class Advisor	2,321	2,353	2,391
H. S. Senior Class Advisor	2,321	2,353	2,391
Home Economics (FCCLA Club Advisor)	876	888	902
House Manager	3,332	3,379	3,433
National Honor Society Advisor	2,034	2,062	2,095
Pom Pon Advisor	3,399	3,447	3,502
Robotics Head Advisor	3,399	3,447	3,502
Robotics Assistants **	2,955	2,996	3,044
Saturday Enrichment Program Director ***	4,335	4,396	4,466
Student Council Advisor	3,298	3,344	3,398
Summer School Director ***	6,434	6,524	6,628
Summer School Director Asst. ***	2,920	2,961	3,008
Transition Coordinator	4,777	4,844	4,922
Virtual High School Coordinator	4,088	4,145	4,211

SCHEDULE E

Position	2014-15	2015-16	2016-17
Cheerleader Coordinator – SIS	1,462	1,482	1,506
Drama Club Advisor – SIS	1,462	1,482	1,506
Jazz Band – SIS Δ	2,034	2,062	2,095
Student Council Advisor – SIS	1,462	1,482	1,506
Student Newspaper Advisor - SIS	1,462	1,482	1,506
Yearbook Advisor – SIS	1,462	1,482	1,506

- Δ - Only if not scheduled within the school day
* - A shared pool allocated based on responsibility
** - Divided between up to four (4) assistants
*** - Board of Education pays half the stipend

MEMORANDUM OF UNDERSTANDING

SHELTON BOARD OF EDUCATION

and

SHELTON EDUCATION ASSOCIATION

1. The Shelton Board of Education and the Shelton Education Association agree that the personal note to be executed by teachers granted sabbatical leave under Article 43 (E) shall be substantially as follows:

"In consideration for the grant to me of sabbatical leave for the ___ school year by the Shelton Board of Education (the "Board"), I agree to repay the Board \$ _____, the salary paid to me during such sabbatical leave if I do not return to employment with the Board and teach for at least two years, commencing immediately following the end of such sabbatical leave. This amount shall be reduced by five percent (5%) each full month I teach for the Board commencing immediately following the end of such sabbatical leave. Ten percent (10%) of the amount remaining due as specified above shall be due each month following the date I leave the Board's employ. If I teach for the Board for two years commencing immediately following the end of such sabbatical leave, no amounts shall be due under this note, and this note shall be cancelled. This note will also be cancelled if I die or become permanently disabled.

Teacher

Date

2. The Shelton Board of Education agrees to hold liaison meetings every other month with the Shelton Education Association. Such meetings shall be for the purpose of discussing matters not covered by the grievance procedure between the Parties. A committee of the Board, appointed by the Chairman, the Superintendent, and representatives designated by the Association shall attend such meetings.

3. Reading and speech teachers employed prior to July 1, 1985, shall continue to receive an annual stipend of six hundred (\$600) dollars.