

A G R E E M E N T

BETWEEN

HAMPTON BOARD OF EDUCATION

AND THE

HAMPTON EDUCATION ASSOCIATION

July 1, 2019 through June 30, 2021

TABLE OF CONTENTS

Preamble.....	1
Article 1 - Board Prerogatives and Duties.....	1
Article 2 - Recognition	2
Durational Shortage Area Permits (DSAP)	2
Substitute Teachers	3
Article 3 - Definitions	3
Article 4 - Grievance Procedure.....	4
Purpose	4
Definitions	4
Time Limits	4
Informal Procedures	5
Formal Procedures	5
Level One – Superintendent of Schools.....	5
Level Two – Board of Education	5
Level Three - Arbitration	5
Rights of Teachers to Representation.....	6
Miscellaneous	6
Article 5 - Teacher Salaries	7
Article 6 - Degree Definitions.....	7
Bachelor	7
Master.....	7
Sixth Year	8
Ph.D. or Ed.D.	8
Article 7 - Placement on the Salary Schedule	8
Article 8 - Insurance Benefits.....	9
High Deductible Health Plan/Health Savings Account	9
Fractional (Less than Full-Time) Teachers.....	10
Insurance Waiver	11
Group Life Insurance.....	11
Excise Tax	11
Article 9 - Payroll Deductions	12
Deductions	12
Association Membership Dues	13
IRS Section 125.....	13
Article 10 - Protection of Teachers.....	13
Article 11 - Work Day.....	14
Preparation Period.....	14
Article 12 - Leaves of Absence	15
Sick Leave	15
Personal Leave	16
Bereavement Leave	16
Religious Leave.....	16

TABLE OF CONTENTS

(continued)

Educational Leave	17
Childrearing Leave.....	17
Leaves Without Pay.....	18
Federal Medical Leave Act (FMLA).....	18
Professional Sabbatical Leave.....	18
Notice of Intent to Return.....	19
Article 13 - Severance Pay for Teachers Retiring/Leaving the System.....	19
Article 14 - Association Use of School Facilities	20
Article 15 - Board and Association Policies	20
Article 16 - Amendment	20
Article 17 - Severability.....	20
Article 18 - Reduction in Force	20
Article 19 - Curriculum Development.....	21
Professional Development and Evaluation Committee	22
Article 20 - Textbooks & Supplies	22
Article 21 - Longevity Provisions.....	22
Article 22 - Employment Year	23
Article 23 - Teacher-in-Charge.....	23
Article 24 - Certification Expiration	23
Article 25 - Assignment and Transfer of Teachers.....	24
Vacancies.....	24
Assignments.....	24
Article 26 - Just Cause.....	25
Article 27 - Miscellaneous.....	25
No Strike.....	26
Resignation.....	26
Teacher Education and Mentoring Program (TEAM)	26
Article 28 - Duration	26
Article 29 - Signature Page.....	27
Appendix A - Teacher Salaries – 2019-2021	28
Appendix B - Stipend Schedule – 2019-2021	30

PREAMBLE

- A. THIS AGREEMENT is between the **HAMPTON BOARD OF EDUCATION** (hereinafter referred to as the "Board") and the **HAMPTON EDUCATION ASSOCIATION** (hereinafter referred to as the "Association"), affiliated with the Connecticut Education and the National Education Association.
- B. This Agreement is negotiated under §10-153a through §10-153g 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 establish a clear and effective working relationship between the Board and the professional staff in order to promote public education.
- C. The Board and the Association recognize and declare that providing a quality education for the children of Hampton, Connecticut, is their primary mutual aim and responsibility.

ARTICLE 1 **BOARD PREROGATIVES AND DUTIES**

- A. 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 Hampton in all its aspects, including but not limited to the following: To employ or hire, assign and transfer teachers; those powers specified in Sections 10-220, 10-221, and 10-222 of the Connecticut General Statutes; to discipline, suspend or dismiss the teachers of the schools in the manner provided by statutes; to prepare and submit budgets to the Town of Hampton and in its sole discretion, to expend monies appropriated by the district; to make such transfers of funds within the appropriated 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 the school's operation; to determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Hampton Board of Education; and to establish contracts or subcontracts for the school operation. Said subcontracting shall be limited to school psychologists, social workers, speech and language therapists, occupational and physical therapists, and the employment of shared teachers as authorized by C.G.S. §10-158a; provided however, work of regular grade level non-special teachers (i.e., Kindergarten through 6th Grade) shall not be subcontracted out.
- B. Any of the rights, powers, functions and authority which the Board had prior to the signing of this Agreement, or any agreement with the Association including those in respect to rates of pay or conditions of work, are retained by the Board, except as those rights, powers, functions or authority are specifically abridged and modified by the express provisions of this Agreement.
- C. Each local or regional board of education shall maintain good public elementary and secondary schools, implement the educational interests of the state as defined in §10-4a and provide such

other educational activities as in its judgment will best serve the interests of the school district; provided any board of education may secure such opportunities in another school district in accordance with provisions of the general statutes and shall give all the children of the school district as nearly equal advantages as may be practicable; shall have charge of the schools of its respective school district; shall make a continuing study of the need for school facilities and of a long-term school building program and from time to time make recommendations based on such study to the town; shall have the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; shall determine the number, age and qualifications of the pupils to be admitted into each school; shall employ and dismiss the teachers of the schools of such district subject to the provisions of §10-151 and §10-158a; shall designate the schools which shall be attended by the various children within the school district; shall make such provisions as will enable each child of school age, residing in the district to attend some public day school for the period required by law and provide for the transportation of children wherever transportation is reasonable and desirable, and for such purpose may arrange with the board of education of an adjacent town for the instruction therein of such children as can attend school in such adjacent town more conveniently; shall cause each child seven years of age and over and under sixteen living in the school district to attend school in accordance with the provisions of §10-184, and shall perform all acts required of it by the town or necessary to carry into effect the powers and duties imposed by law.

ARTICLE 2 RECOGNITION

- A. The Board recognizes the Association as the exclusive bargaining representative for the group of certified professional employees who are employed by the Board of Education in positions requiring a teaching or other certificate, and/or a durational shortage area permit, excluding those employees in an administrator's unit or who could be included in an administrators' unit and those employees excluded from the purview of Connecticut General Statutes, §10-153a to 10-153n, and substitutes working less than forty (40) consecutive days.
- B. Durational Shortage Area Permit (DSAP)
1. DSAP holders shall be covered by all the terms and conditions of the collective bargaining Agreement, except Article 14E (Childrearing Leave) and 14F (Leaves Without Pay), Article 15 (Professional Sabbatical Leave); Article 24 (Reduction in Force); and Article 32C (Just Cause).
 2. A DSAP holder shall not accrue seniority or length of service for purposes of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is employed by the Board as a certified teacher the subsequent school year without any break in employment service, the teacher shall be credited with years of continuous employment service as a DSAP holder for purposes of seniority and length of service under this Agreement.

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 Article 5 of this Agreement with respect to such action.

C. Substitute Teachers

1. A "substitute teacher" shall be defined as a teacher employed to fill temporarily a position held by a member of the bargaining unit while that member is absent from work.
2. Substitute teachers employed for fewer than forty (40) consecutive days in the same assignment in any given school year shall be paid at a daily rate set by the Board and receive no benefits under this Agreement.
3. Substitute teachers employed for more than forty (40) consecutive days in the same assignment shall be paid per diem in accordance with the first step of the bachelor salary schedule and receive no benefits under this Agreement.
4. Certified substitute teachers who are hired for one (1) school year appointments in the same position shall be covered by the terms and conditions of this Agreement for the duration of the assignment, except Article 11D (Protection of Teachers), Article 14E (Childrearing Leave) and 14F (Leaves Without Pay), Article 15 (Professional Sabbatical Leave), Article 23 (Reduction In Force) and Article 32C (Just Cause).

ARTICLE 3
DEFINITIONS

As used in this Agreement, the following terms shall have the respective meaning as set forth below:

1. "Board" -- the Board of Education of the Town of Hampton, or a member, committee or employee of the Board as designated by it.
2. "Superintendent" -- the Superintendent of Schools for the Town of Hampton, Connecticut, or his/her designee.
3. "Association" -- the Hampton Education Association.
4. "Teacher" -- all personnel as defined in Article 2, Recognition.
5. "Association Representative" -- the duly designated representative of the Hampton Education Association.
6. "Teacher's Continuing Contract" -- that contract issued each teacher in accordance with the provisions of the Connecticut Tenure Act, Sec. 10-151 as amended.

7. "Administration" or "Administrator" – the Principal and the Superintendent jointly or each party separately.

ARTICLE 4

GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems, which may arise regarding the interpretations of this Agreement. Both parties agree that proceedings shall be kept as confidential as is appropriate. A full and accurate record of each hearing in the grievance procedure shall be kept by the Superintendent and made available to any party in interest.

B. Definitions

1. "Grievance" shall mean a claim that the Board and/or any other agent of the Board has misinterpreted, misapplied, or violated a specific provision of this Agreement through an event or condition that affects a teacher or group of teachers.
2. "Party in interest" shall mean the person or persons making the claim, including their designated representative as provided for herein, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

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 mean school days and shall be considered as a maximum. The time limits specified 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) working 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. During summer recess, working days shall be defined as Monday through Friday, except for legal holidays.
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.
4. Failure by the administrator involved to render his/her decision within the specified time limits shall be deemed to mean no action was taken on the grievance. However, in the case of an administrator not taking timely action on the grievance, it shall automatically advance to the next higher level.

D. Informal Procedures

1. If a teacher feels that he/she may have a grievance, he/ she should first discuss the matter with his/her appropriate administrator in an effort to resolve the problem informally.
2. If a teacher is not satisfied with such disposition of the matter, he/she shall have the Association assist him/her in further efforts to resolve the problem informally with the appropriate administrator.

E. Formal Procedure

1. Level One -- Superintendent of Schools

- (a) If the aggrieved teacher is not satisfied with the outcome of the informal procedures, he/she may present his/her claim as a written grievance to the Association for referral to the Superintendent of Schools.
- (b) The Association shall, within ten (10) days after receipt, refer the grievance to the Superintendent.
- (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.
- (d) The Superintendent shall, within ten (10) days after the hearing, render his/her decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association.

2. Level Two -- Board of Education

- (a) If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level One, he/she may, within ten (10) days after the decision, file the grievance again with the Association for appeal to the Board of Education within ten (10) days.
- (b) The Board of Education shall, within ten (10) days after receipt of the appeal, meet with the aggrieved teacher and with a representative of the Association for the purpose of resolving the grievance.
- (c) The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association.

3. Level Three -- Arbitration

- (a) If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within ten (10) days after the decision, request in writing to the President of the Association that his/her grievance be submitted to arbitration.

- (b) The Association may, within ten (10) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing. As the exclusive bargaining unit representative, only the Association, and not an individual teacher or teachers, may file a grievance to arbitration in accordance with the provisions herein.
- (c) Within five (5) days after the filing of the notification for arbitration, the Association within five (5) additional days (a total of ten [10] days after the Association has filed a claim for arbitration) shall submit the grievance to binding arbitration by filing a demand for arbitration with the American Arbitration Association (AAA) or, by mutual agreement of the parties, the American Dispute Resolution Center (ADRC). The submission to arbitration shall set forth the provision or provisions alleged to have been violated by the Board of Education and shall be filed simultaneously with the Superintendent of Schools.
- (d) 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.
- (e) The Arbitrator shall render his/her decision in writing to all parties in interest in accordance with the rules of the AAA or ADRC, setting forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The Arbitrator shall be bound by and must comply with all the terms of this Agreement and shall have no power to add to, delete, amend, modify or alter any provision of this Agreement. The decision of the Arbitrator shall be final and binding upon all parties in interest.
- (f) 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 One, Two, and Three of the grievance procedure by a teacher of his/her own choosing, except that he/she may not be represented by a representative or by any 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.

G. Miscellaneous

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE 5 TEACHER SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in the Appendix which is attached hereto and made a part of this Agreement.
- B. Teachers shall be paid salaries on a twelve (12)-month basis. Salaries shall be paid every two (2) weeks. At the start of each school year, the Superintendent's office shall provide teachers with a complete list of pay dates for that school year. In the event that a pay date occurs during a school vacation the paycheck shall be electronically deposited.
- C. At the teacher's option, pay due a teacher for the remaining pay periods of the twelve (12) months may be made in a consolidated sum check at the close of school in June or biweekly throughout the summer months (to a total twenty-six [26] pay periods). The financial office shall be notified of the payment choice by June 30 of the prior school year, in writing.
- D. All teachers shall have their paychecks electronically deposited to a bank or credit union of their choice.

ARTICLE 6 DEGREE DEFINITIONS

- A. The salary schedule listed in the Appendix of this 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) For teachers hired to commence work on or after July 1, 2005: A master's degree earned at an accredited college or university, or the completion of thirty (30) graduate credits within a planned program of study (unless in a special case with approval of the Superintendent) beyond the baccalaureate degree in a program approved by an accredited college, university and by the Superintendent.
 - (b) For teachers hired to commence work prior to July 1, 2005: A master's degree earned at an accredited college or university, or the completion of thirty (30) credits of which fifty percent (50%) are graduate credits (unless in a special case with approval of the Superintendent) beyond the baccalaureate degree in a program approved by an accredited college, university and by the Superintendent.

3. Sixth Year

- (a) For teachers hired to commence work on or after July 1, 2005: A second master's degree in an area other than the area in which the initial master's degree was attained or the completion of thirty (30) graduate credits (unless in a special case with approval of the Superintendent) beyond the master's degree in a program approved by an accredited college, university and by the Superintendent.
- (b) For teachers hired to commence work prior to July 1, 2005: A second master's degree in an area other than the area in which the initial master's degree was attained or the completion of thirty (30) credits of which fifty percent (50%) are graduate credits (unless in a special case with approval of the Superintendent) beyond the master's degree in a program approved by an accredited college, university and by the Superintendent.

4. Ph.D. or Ed.D

No salary structure is provided. However, should a certificated teacher earn a doctorate or should a candidate possessing a doctorate be employed, the salary for such a person will be determined by mutual agreement between the Superintendent and the appropriate Association representative. To be considered for salary advancement under this Section, the Ph.D. or Ed.D. must be earned in the teacher's field, the field of education, or other field approved by an accredited college, university and by the Superintendent. This provision shall not apply to teachers who receive honorary Ph.D. or Ed.D degrees.

- B. Notwithstanding any provision of this Agreement to the contrary, to receive credit on the Master's and Sixth Year salary schedule a teacher must have degree programs approved in writing in advance by the Superintendent. In-service credits or credits received from continuing education unit programs shall not count toward lateral advancement on the salary schedule.

ARTICLE 7
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. Up to full credit, at the discretion of the Board, for previous relevant public school teaching experience or relevant non-teaching experience for non-classroom teachers (i.e. social workers, psychologists, and speech and language therapists) and provided that such experience shall have been continuous service of more than one-half (½) of any school year. Intermittent or short-term substitute service will not be credited as previous relevant teaching service. No teacher hired into the system on or after the effective date of this Agreement shall be placed on a step above that occupied by a present teacher with the same credited service.

2. Teachers who render satisfactory service of at least ninety (90) school days during a school year, in the Hampton Elementary School, shall be entitled to a full year's credit when determining placement on the salary schedule.
 3. An increase of three hundred dollars (\$300) will be given for each six (6) credit hours successfully completed in an approved program after the attainment of a Master's Degree or thirty (30) credits beyond a Bachelor's degree. Such payment shall not be given for credits earned beyond the attainment of a Sixth (6th) Year or MA + 30 credits. Teachers being paid for credits, prior to July 1, 1995, beyond the Sixth (6th) Year or MA + 30 credits shall continue to receive such payment at the rate of two hundred dollars (\$200) for each such six credits.
- B. Any teacher anticipating additional credits or degrees for the purposes of compensation shall notify the Superintendent no later than January 1st of the academic year preceding the anticipated change.

ARTICLE 8

INSURANCE BENEFITS

- A. Teachers and their dependents shall have the option of enrolling in the High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) insurance plan with the features listed below and with the Full Dental Plan:

1.

Cost Shares Provisions	In-Network	Out-of Network
Annual Deductible (individual/aggregate family)	\$2,500/\$5,000	
Co-insurance	0% after deductible	70/30% after deductible, subject to co-insurance limits
Co-insurance maximum (Individual/aggregate Family)	Not Applicable	\$2,500/\$5,000
Cost Share Out-of-Pocket Maximum	\$5,000/\$6,500	\$5,000/\$10,000
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	30% after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense/100% after deductible	Treated as any other medical expense/30% after deductible

2. A teacher established Health Savings Account (HSA) account to allow teachers to fund the deductible on a pretax basis via payroll deduction based on the following:
 - (a) The Board shall pay fifty percent (50%) of the applicable HSA deductible for each contract year for each full-time teacher who elects coverage under the HDHP/HSA Plan (with pro-rated funding of the deductible for part-time teachers). The Board's contribution shall be made in two (2) equal installments on or about July 1st and on or about January 1st, of each school year. Teachers hired after the beginning of the school year shall receive a pro-rated amount of the Board's contribution to the deductible as set forth herein. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed teachers. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.
 - (b) Teachers enrolling for the first time in the HDHP/HSA insurance plan shall receive the Board's funding (fifty percent [50%]) of the deductible upfront on or about July 1, 2019 for the 2019-2020 school year only. Thereafter, the Board's deductible funding shall occur based on the provisions of paragraph 2, subsection (a) hereinabove.

3. Teachers shall pay a share of the HDHP/HSA Plan insurance premium costs as follows:

- (a) Effective July 1, 2019 – Nineteen percent (19%).
- (b) Effective July 1, 2020 – Twenty percent (20%).

- B. The Board reserves the right to change insurance carriers for the coverages listed above after notice to and consultation with the Association, provided that the new policies provide comparable coverage.
- C. Having successfully performed his/her contract obligation to the Hampton Board of Education, a teacher who resigns will notify the administration in accordance with Article 32 (Miscellaneous), Section E and is entitled to appropriate fringe benefits through the effective date of the resignation or August 31st.
- D. Fractional (Less than Full-time) Teachers

If a fractional teacher works for more than one (1) school district, the fractional teacher may elect to pay the Hampton portion of the balance toward full coverage at the school of their choice, if the participating schools agree. Said fractional teacher may elect to pay the balance toward full coverage, or may elect another school's plan, and the Board will pay the Hampton Board of Education percentage amount toward it.

1. The Hampton Board of Education will first attempt to pay the subscribing school's Board of Education directly.
2. If the above is not possible the Hampton Board of Education will authorize the financial clerk of the Board to pay the participating teacher directly. The designated amount will only be issued after the participating teacher presents an official receipt for said insurance, issued by the subscribing school's Board of Education.

E. Subject to the notice provisions of this section, a teacher may request to change Board provided insurance coverage. Under normal circumstances and upon timely receipt of such written notice to the Board of Education, the Board will process the insurance change effective July 1st of the coming fiscal year. In no event shall a change in coverage be considered if notice of same is received by the Board on or after March 1st preceding July 1 of the next fiscal year. Life changing situations (i.e. marriage, death, birth, etc.) shall not be considered normal circumstances.

F. Insurance Waiver

Full-time teachers eligible to receive medical insurance under this Article who elect to waive coverage for a full work year shall receive an annual payment of one thousand dollars (\$1,000) in lieu of the insurance benefit, provided he or she is employed at the time payment is due. Payment installments shall be made in the middle and at the end of each work year. Qualifying teachers who begin employment during the work year shall receive a pro-rata share of the annual payment. All waiver payments are contingent on completion of a payment waiver form and proof of alternate insurance coverage. Such forms and proof of alternate insurance coverage shall be completed and submitted to the administration no later than thirty (30) days following a teacher's election to waive health insurance. If a teacher fails to comply with this procedure, the teacher shall forfeit his or her right to the waiver payment. Part-time teachers are not eligible for this insurance waiver payment.

G. Group Life Insurance

Each teacher shall be eligible for coverage under a thirty-five thousand dollar (\$35,000) Term Life Insurance Policy paid for in full by the Board.

H. This Article and the attached insurance matrix document contain 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.

I. Excise Tax

The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and

codified under the Internal Revenue Code (IRC) §49801 the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2022. Should any federal statute or regulation pertaining to IRC §49801 be mandated to take effect during the term of this Agreement triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will re-open Article 8 (Insurance Benefits), including any related insurance Appendices of the current collective bargaining Agreement, for the purpose of addressing the impact of the excise tax. No other provision of the Agreement shall be re-opened during such mid-term negotiations.

ARTICLE 9

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 and submitted by the end of the first pay period.
- B. Deductions
1. The list of approved deductions is as follows:
 - (a) Hampton Education Association.
 - (b) Connecticut Education Association.
 - (c) National Education Association.
 - (d) Faculty portion of Preferred Provider Plan, Full Dental Plan, and the HDHP/HSA.
 - (e) Annuity Plan.
 - (f) "Buying-in" to retirement for military service.
 - (g) "Buying-in" to retirement for out-of-state service.
 - (h) Direct deposit to any bank or credit union provided there is no additional cost to the Board.
 2. Deductions withheld from paycheck will be divided so that the net salary figures are substantially equal for all checks.
 3. The Board shall supply each teacher with a complete statement of all deductions made from his/her salary.

E. Association Membership Dues

1. All teachers who elect to join the Association shall sign and deliver to the Association, if they have not already done so, a voluntary authorization for the payroll deduction of membership dues of the Hampton Education Association, the Connecticut Education Association, and the National Education Association. Said authorization shall continue in effect from year to year unless such teacher shall notify the Association and the Board in writing to stop dues deduction.
2. If, during the school year, a teacher resigns, retires, receives a leave or has his/her employment terminated, the balance of the annual membership dues shall be deducted from his/her final paycheck.
3. The Board agrees to forward to the Association each month all monies deducted during the month for membership dues.
4. No later than September 15th of each school year, the Board shall provide the Association with a list of all teachers of the Hampton Board of Education and the positions held by each. The Board shall notify the Association monthly of any changes in said list. The Hampton Education Association shall provide the Board with a list of the deduction amounts for each person (full dues for Hampton Education Association, Connecticut Education Association, and National Education Association, or other amounts for life members) no later than October 1st.
5. The Association agrees to indemnify and save the Board harmless from any and all claims, demands, or liabilities including reasonable attorney's fees arising out of the Board's fulfillment of its obligations under this Article.

F. IRS Section 125

Subject to law, including the rules and regulations of the Internal Revenue Service, the Board shall implement and maintain a "Section 125" salary reduction agreement which shall be designated to permit exclusive from taxable income the teacher's share of health insurance premiums, allowable medical expenses, and dependent care pursuant to IRS regulations for those teachers who complete and sign the appropriate wage deduction form. The cost of establishing a "Section 125" plan shall be borne by the Board. The Board makes no representation or guarantees as to the continued viability of such plan and shall incur no obligation or engage in any form of impact bargaining in the event a change in law reduces or eliminates the tax exempt status of employee contributions or other benefits. In such event, the teachers shall continue to contribute to the cost of providing insurance benefits at existing levels.

ARTICLE 10
PROTECTION OF TEACHERS

- A. Teachers shall report immediately in writing to the principal and to the Superintendent all cases of

assault suffered by them in connection with this employment.

- B. Section 10-235 of the Connecticut General Statutes is attached to this Agreement for informational purposes only.
- C. Whenever a teacher sustains an injury arising out of and in the course of his/her performance of his duties, which makes it impossible for him/her to continue to perform his/her duties, he/she shall, as soon as possible, report such injury to the Principal in writing. Such reports shall be forwarded through the Superintendent to the Board.
- D. Whenever a teacher sustains an injury arising out of and in the course of performance of his/her duties which makes it impossible for him/her to perform his/her duties, he/she shall be paid his/her full after-tax take-home salary (less the amount of any workers' compensation award made for temporary disability) for the period of such absence, but not to exceed one hundred-eighty (180) days, and no part of such absence during this one hundred-eighty (180) day period shall be charged to his/her annual or accumulated sick leave.
- E. Upon the discovery of Fifth's Disease within the school system, any pregnant teacher shall be placed on leave with full pay and benefits and without loss of accumulated sick leave. Such leave will continue for not more than ten (10) working days or until medical testing has established that the teacher is immune to the illness or the illness is no longer present in the system, whichever occurs first.

ARTICLE 11

WORK DAY

- A. Classroom teachers shall be required to work fifty-five (55) minutes beyond the student day using a "flex time" schedule, at their discretion of: (a) thirty (30) minutes or twenty-five (25) minutes before and after the student day; (b) fifteen (15) minutes before and forty (40) minutes after the student day.
- B. Teachers shall attend staff meetings as designated by the Principal and Superintendent. Teachers shall be required to attend a maximum of two (2) staff meetings per month, not to exceed one (1) hour and fifteen (15) minutes per meeting, with at least forty-eight (48) hours prior written notice, as well as a prior written agenda.
- C. All teachers shall have an uninterrupted duty-free lunch period daily of at least one-half ($\frac{1}{2}$) hour.
- D. Preparation Period
 - 1. The Administration shall provide each teacher with five (5) duty-free planning periods per week. Each planning period shall consist of forty (40) continuous minutes. One (1) of the planning periods shall be that period covered by a teacher aide, under the direction of the teacher.

2. During the fifth planning period, the teacher may leave the classroom under the following conditions:
 - (a) A certified teacher nearby must be notified that the teacher is leaving the classroom and when the teacher will return.
 - (b) The teacher aide left in charge of the classroom shall be made aware of the identity of the notified teacher in case of an emergency.
- E. In the event the Board changes the total number of hours in the work day in a manner which would require negotiations under state law, the parties shall negotiate the impact of this change in accordance with this provision. Such negotiations, if not amicably resolved, shall be subject to the impasse resolution procedure set forth in §10-153b, *et seq.*, of the Connecticut General Statutes or as hereafter amended.
- F. Teacher attendance shall be required for no more than six (6) evening activities (such as Open House, Parent Teacher Conferences, and School-wide Music Programs). Attendance at additional evening meetings is voluntary.

ARTICLE 12

LEAVES OF ABSENCE

A. Sick Leave

1. Full-time teachers shall be entitled to sick leave with full pay up to fifteen (15) working days per year as provided by State Law. Unused sick leave shall be accumulated from year to year up to one hundred eighty (180) days so long as the teacher remains continuously in the service of the Board and with the understanding that once a teacher has accumulated one hundred eighty (180) days, he/she will continue to receive fifteen (15) days each year which are non-cumulative above the one hundred eighty (180) days, but which can be used within the year they are granted without reducing the one hundred eighty (180) days accumulated.
 - (a) This benefit shall be pro-rated for part-time teachers. As such, part-time teachers shall be eligible for a fractional percentage of sick time based on the teacher's full-time equivalent (FTE) percentage. For example, if the teacher is a four-tenths (.4) FTE, he/she would be entitled to sick leave with full pay up to six (6) days per year. Unused sick days shall be accumulated from year to year up to seventy-two (72) days so long as the teacher remains continuously in the service of the Board and with the understanding that once a teacher has accumulated seventy-two (72) days, he/she will continue to receive six (6) days each year which are non-cumulative above the seventy-two (72) days, but which can be used within the year they are granted without reducing the seventy-two (72) days accumulated.

- (b) In the event a position is reduced to anything less than a one (1) full time equivalent, the teacher shall maintain his or her earned accumulated sick days provided that under no circumstances shall the teacher have more than one hundred eighty (180) sick days accumulated. Once the teacher's position is reduced, he or she shall be eligible to accrue sick leave on a pro-rated basis in accordance with Section A (Sick Leave), Paragraph 1, subsection (a) above.
 - (c) In the event that a teacher suffers a serious illness or injury requiring absence for more than twenty-five (25) continuous school days in a single school year, and has exhausted accumulated sick leave, the teacher may petition the Board for an extension of sick leave, provided however that no more than a total of twenty (20) days shall be granted in any one school year or a total of sixty (60) days during the term of this Agreement to all teachers requesting such an extension. The Board shall not unreasonably deny a request for extension made pursuant to this provision and shall provide, within a reasonable time in writing, to the teacher making such a request and the Association its reasoning for such denial.
 - (d) After fifteen (15) consecutive sick days the Board in its sole discretion may require any teacher to submit to a physical examination by a physician or physicians designated by it, in the event that any claim is made for sick leave or for personal injury benefits. The cost of such procedures will be borne by the Board. The Board's physician will make the final decision about the leave.
2. A teacher may use up to eight (8) days of his/her sick leave entitlement each year to attend to the illness of a member of the teacher's immediate family. Immediate family shall be defined to include the teacher's children, parents (in-law), spouse, cohabitant, or other relative living in the same household as the teacher.

B. Personal Leave

All full-time teachers shall be entitled to three (3) personal day's leave of absence with pay per year with additional days upon the approval of the Administration. When practical, the teacher shall provide forty-eight (48) hours advance notice. Personal days may not be used consecutively, except in emergency situations.

C. Bereavement Leave

All teachers shall be entitled to up to five (5) days leave of absence for a death in the immediate family. Immediate family shall include parents (in-law), grandparent, children, brothers, sisters, spouses, or other relatives who have been a part of the immediate family.

D. Religious Leave

Teachers shall be entitled to leaves of absence for religious holidays, not to exceed three (3) days.

E. Educational Leave

The Board of Education recognizes the importance of professional development of the staff. Therefore, the Board encourages the professional development of the staff. But in order to maintain the integrity and good working order of the school, professional leaves shall be approved by the Administration.

F. Childrearing Leave

1. Childrearing leave, for the purposes of this Agreement, is defined as a leave of absence, without pay, following the birth of a child, an adoption of a child or a legal fostering of a child.
2. Any teacher may be entitled, upon written request submitted to the Board, to an extended leave without pay for purposes of childrearing, apart from any period of childbirth disability leave with pay. Such teacher may be entitled to such leave for any school year, or reasonable requested portion thereof, in which the child is born or adopted or fostered and for one additional year if requested by the employee.
3. Childrearing leave, like other extended leaves, shall be subject to the following provisions:
 - (a) Teachers requesting leave shall submit written notice of not less than sixty (60) days prior to the anticipated date of ending performance of duties.
 - (b) Any teacher granted childrearing leave will be guaranteed a position upon return for which the teacher is qualified and certified, subject to the reduction-in-force provisions of this Agreement. The teacher is not guaranteed the same position she/he held prior to accepting the leave.
 - (c) All insurance and other teacher fringe benefits, including payments to the State Teachers Retirement System, shall be paid by the teacher on leave.
4. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, 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 §10-156 of the Connecticut General Statutes.
5. Accumulated sick leave shall be available for use during periods of such disability.
6. Teachers will be granted pregnancy-related disability leave in accordance with law. A copy of Connecticut General Statutes §46a-60(7) shall be attached to this Agreement for informational purposes only.
7. Policies involving the 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.

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

G. Leaves Without Pay

Teachers may request leaves of absence without pay or benefits, except as required by law, for personal reasons or professional gain. Such requests will be given due consideration by the Board.

H. Federal Medical Leave Act (FMLA)

Any teacher who qualifies for and takes an unpaid leave under the FMLA in order to care for a spouse, child, or parent may substitute any accumulated sick leave, minus the daily substitute rate of pay, which would be granted for an illness in the immediate family. Personal leave days may be substituted as well without any substitute deduction. 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.

I. Professional Sabbatical Leave

1. Sabbatical leave for approved study or for other approved educational activities may be allowed to school personnel who have served five (5) years in the Hampton School System, subject to the following conditions:
 - (a) No more than one (1) teacher shall be on sabbatical leave at any given time.
 - (b) Request for sabbatical leave must be received by the Superintendent of Schools on an approved form. Such requests for sabbatical leave will be forwarded to the Board with recommendations from the Superintendent of Schools, not less than sixty (60) days prior to the requested leave date. This sixty (60) day requirement may be waived at the discretion of the Board when awarded fellowships, grants or scholarships make such a deadline impractical.
 - (c) Applications for sabbatical leave shall be considered based on the following criteria:
 - i. The anticipated value of the sabbatical program to the school system;
 - ii. The staffing needs of the school system; and
 - iii. Previous sabbatical leaves of the teachers.
 - (d) A sabbatical leave shall be a maximum of one (1) full school year and the professional

staff member shall be paid full salary and benefits, less daily standard substitute pay.

- (e) A teacher returning from sabbatical leave may be required to file a written report with the administration and, further, he/she may be required to share this professional experience with other staff members if such information may be beneficial to them.
 - (f) Teachers granted a sabbatical will be required to return to two (2) years of teaching upon return. Prior to commencing the leave, teachers must execute a note, with all legal fees and expenses paid by the Board, guaranteeing repayment of salary paid to them on leave if they fail to return to teaching in Hampton for at least two (2) years. In the event that the Board must take action to collect such note, the teacher shall be responsible for the cost of collection and reasonable attorney's fees.
2. Leave granted under this Article shall be at the sole discretion of the Board and shall not be subject to the grievance procedure found in Article 4. Furthermore, such leave shall not in any way impair the efficiency of the teaching system. All forms developed and approved by the Board of Education and the Association shall be available upon request.

J. Notice of Intent to Return from Leaves

A teacher intending to return from a paid or unpaid leave at the commencement of an academic year shall file a notice of such intention with the Superintendent of Schools on or by the February 15th preceding the scheduled date of return. A teacher required to return from leave on a date other than at the commencement of an academic year shall file a notice of intent to return by or on the date established by the Board of Education at the commencement of the leave. A teacher who fails to file a notice of intent to return with the Superintendent by the required date shall be deemed to have resigned from the employ of the Board of Education effective on the notice of return date.

ARTICLE 13

SEVERANCE PAY FOR TEACHERS RETIRING/LEAVING THE SYSTEM

- A. Teachers may be granted one (1) of the following forms of severance pay upon retiring from or leaving the Hampton Public Schools.
- B. Any teacher retiring from teaching after fifteen (15) years of service, the last ten (10) of which are in the Hampton Elementary School, shall be paid a severance benefit of one hundred fifty dollars (\$150) per year of service (prorated to full-time equivalent years of service in cases of part-time teachers) up to a maximum of one thousand five hundred dollars (\$1,500).
- C. Any teacher who honorably leaves the Hampton Elementary School after eleven (11) years of service (prorated to full-time equivalent years of service for part-time teachers) and who is not dismissed for cause, shall be entitled to a severance benefit calculated as follows: Teachers shall

be paid twenty-five percent (25%) of their prorated daily salary for each accumulated sick leave day in excess of the statutory maximum accumulation of one hundred fifty (150) sick days, provided that such benefit shall not exceed one thousand five hundred dollars (\$1,500).

ARTICLE 14

ASSOCIATION USE OF SCHOOL FACILITIES

- A. The Association will be provided with adequate space for storage of official Association materials.
- B. The Association will have the right to use school facilities for Association meetings, with prior notice to and approval by the school principal.

ARTICLE 15

BOARD AND ASSOCIATION POLICIES

The Association will be provided with a copy of minutes of all official Board meetings. A copy of the agenda of said Board meeting will be given to the Association prior to any official Board meeting.

ARTICLE 16

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 17

SEVERABILITY

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

ARTICLE 18

REDUCTION IN FORCE

- A. No tenured teacher (as defined in §10-151 of the Connecticut General Statutes as amended) shall be laid off when a position exists which is either vacant or occupied by a non-tenured teacher and for which the tenured teacher is certified or immediately certifiable.

- 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 §10-151 of the Connecticut General Statutes 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.
- C. The name of any teacher who has been laid off shall be placed on a reappointment list and remain on such list for two (2) years provided such teacher does not refuse a reappointment and provided such teacher applies in writing by certified or registered mail for retention of his or her name on said list on or before June 1 of each year subsequent to termination.
- D. No new teacher shall be hired to fill a position for which a teacher on the reappointment list is certified or immediately certifiable. In cases where more than one (1) teacher on the reappointment list is certified or immediately certifiable for a particular position to be filled, seniority shall be the determining factor pursuant to the provisions of paragraph F below.
- E. No teacher who has been laid off shall be entitled to payment or accrual of any compensation or fringe benefits, whether or not he or 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 left off. No years of layoff will be credited as years of service for compensation or retirement purposes.
- F. Among non-tenured staff, the Board may identify contracts for termination in a reduction in force in its discretion based on the best interests of the Hampton Public Schools. Seniority within certification area shall be the determining factor in layoffs among tenured staff, except that the Board may retain a teacher who would otherwise be laid off in any given school year if his or her certification, teaching level experience, and evaluations by qualified evaluators shall convincingly demonstrate that such teacher possesses overriding professional value as a teacher and therefore should be retained in preference to the next more senior teacher. In the event of review by the Board of Education, the administration shall have the responsibility for demonstrating such overriding professional value. In the event of any other administrative or judicial review permitted by this Agreement or applicable law, the Board shall have such responsibility.
- G. Nothing in this Article shall require the promotion or recall of a teacher to a position of higher authority, rank or compensation. For the purposes of this Article, a teacher who is acting as a substitute for one (1) full year or less shall be deemed to have no seniority.

ARTICLE 19

CURRICULUM DEVELOPMENT

- A. The Board, Administration, and the teachers will constantly evaluate and study both established and new curricula and may suggest modifications or changes.

B. In the event that a teacher is required to meet beyond his/her contracted daily workday, for the purpose of curriculum revision/development and NAEYC accreditation during days off, and/or during the summer vacation months, said teacher(s) shall be compensated at a rate of forty dollars (\$40.00) per hour.

C. Professional Development and Evaluation Committee

In accordance with Connecticut General Statute §10-220a(b), the Board shall establish a district-wide Professional Development and Evaluation Committee, which shall have at least two (2) teachers as representative members of the bargaining unit being appointed to the committee by the HEA President, and such other personnel as the Board deems appropriate.

ARTICLE 20
TEXTBOOKS & SUPPLIES

The teachers agree to consult with and recommend to the Administration and the Board textbooks and supplies, which in their professional opinion are appropriate to the needs of the children.

ARTICLE 21
LONGEVITY PROVISIONS

A. The Board and the Association agree that a longevity increment is advantageous in rewarding teachers for satisfactory service and accordingly agree to the following increments for years of teaching service in Hampton:

- | | |
|---|---|
| 1. Ten (10)-thirteen (13) years of service: | Two hundred fifty dollars (\$250). |
| 2. Fourteen (14)-seventeen (17) years of service: | Five hundred dollars (\$500). |
| 3. Eighteen (18)-twenty-one (21) years of service: | Seven hundred fifty dollars (\$750). |
| 4. Twenty-two (22)-twenty-five (25) years of service: | Nine hundred dollars (\$900). |
| 5. Twenty-six (26)-twenty-nine (29) years of service: | One thousand one hundred fifty dollars (\$1,150). |
| 6. Thirty (30)-and over years of service: | One thousand four hundred dollars (\$1,400). |

B. The longevity payment will be included as part of the gross salary and distribution through regular paychecks beginning in September and ending in June.

C. Years of employment at Hampton, according to Article 7, Numbers 1 and 2, shall be considered as years of teaching service, but need not be continuous.

- D. Part-time teachers under this Agreement shall be paid the due percentage of such increments in accordance with their years of teaching service in Hampton.
- E. This Article shall not apply to teachers hired on or after July 1, 2014.

ARTICLE 22

EMPLOYMENT YEAR

- A. The school calendar year will consist of one hundred eighty-eight (188) days, one hundred eighty-three (183) of which will be legal student school days. The remainder shall consist of:
 - 1. One (1) day for classroom preparation. If the teacher is required to move from one (1) grade level to another, an additional paid day shall be provided.
 - 2. Four (4) days for teacher in-service, curriculum workshop(s), professional development, or curriculum development.
- B. Recognizing that the Board is the final authority, the Association shall have representation in formulating the school calendar.
- C. Should the Board of Education make a change in the length of the work year beyond one hundred eighty-eight (188) days, or a change in the instructional year beyond one hundred eighty-three (183) days, the parties shall negotiate the impact of this change in accordance with the mid-stream negotiation process set forth in §10-153b, *et seq.*, of the Connecticut General Statutes.

ARTICLE 23

TEACHER-IN-CHARGE

- A. For each school year, two (2) teachers shall be appointed in the school to act in the absence of the principal. One (1) shall be designated Teacher in Charge and the other Assistant Teacher in Charge. Each school year, the Teacher in Charge shall be paid one thousand dollars (\$1,000) and the Assistant Teacher in Charge shall be paid two hundred fifty dollars (\$250).
- B. In the event that the principal is absent for three (3) or more consecutive days, the Board shall provide a substitute teacher for the Teacher in Charge. In case of a principal's absence of ten (10) consecutive workdays or more, the Board shall determine the type of coverage that shall be provided for such absence.

ARTICLE 24

CERTIFICATION EXPIRATION

All communications regarding provisional certification expiration will be forwarded to the Hampton

Education Association within ten (10) working days after the receipt of such notice from the State Department Education.

ARTICLE 25

ASSIGNMENT AND TRANSFER OF TEACHERS

A. Vacancies

1. The existence of vacancies shall be adequately publicized within the system, by posting on the Hampton Education Association's Bulletin Board, as far in advance of the date of filling such vacancy as possible. For the purpose of this Article a vacancy shall mean an opening resulting from a teacher voluntarily leaving a position, the creation of a new position, or the leaving of a position caused by illness or death. The position shall be filled no earlier than ten (10) calendar days following the initial day of posting or during the months of August or September, no earlier than five (5) calendar days following the initial day of posting. However, posting a vacancy does not guarantee that it shall be filled. Where need to fill a vacancy or position arises during the summer vacation, notification to the HEA shall be made by mail.
2. Said notification of vacancy of position shall clearly set forth the qualifications for the position.
3. Teachers who desire to apply for such vacancies of position shall file their application, in writing, with the Superintendent, within the time limit specified in the notice.
4. Such vacant position shall be filled on the basis of qualification for the vacant position. In the event that two (2) or more teachers apply to transfer to the same vacant position and they both have equal qualifications, the teacher having the most seniority shall be granted the position.
5. Nothing herein contained precludes the Board from filling any vacancy with personnel not employed by the Board.

B. Assignments

1. In the determination of assignments, the convenience and wishes of the teacher shall be a factor to the extent that these factors do not conflict with the instructional requirements and best interests of the school system and the pupils.
2. The administration shall notify teachers already in the system of any tentative change in their assignment or program for the ensuing school year prior to the close of the current school year. In the event of a change in circumstances arising after the close of the current school year, assignments or programs may be changed after notification to the teacher affected by the change.

3. Prior to any involuntary transfer or change in assignment the administration shall notify the teacher involved in writing within five (5) working days after the decision is made. If transfer or change occurs during summer such notification shall be sent to last address on file of the teacher involved. Such written notification shall include the reason or reasons for such transfer or change in assignment.

ARTICLE 26

JUST CAUSE

- A. No material originating after original employment shall be placed in a teacher's personnel file unless the teacher has been notified and has had an opportunity to review the material. The teacher may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- B. Any substantive complaint made against a teacher or person for whom the teacher is administratively responsible, by any parent, student, or other person, shall promptly be called to the attention of the teacher. In the event the complaint involves the possible commission of a crime, the foregoing provision of this Section shall not apply. In no case shall any anonymous and/or unsubstantiated complaint be placed in any teacher's file. Notwithstanding the provisions of this paragraph, such provisions do not apply to teacher evaluation.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, denied an increment, or suspended without reasonable and just cause. If a teacher is to be formally disciplined, reprimanded in writing or otherwise deprived of any professional advantage by the Board or its agents, he/she shall receive at least twenty-four (24) hours advance notice and shall be entitled to receive a statement of reasons in writing and to have a representative of the Association present.
- D. Notwithstanding the provisions of this Article, only those actions not subject to the provisions of Connecticut General Statute §10-151 shall be grievable.

ARTICLE 27

MISCELLANEOUS

- 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. All provisions of this Agreement shall apply equally to all teachers without discrimination as to age, race, creed, color, religion, nationality, sex, marital status, sexual orientation, gender identity or expression, genetic information, ancestry, mental or physical disability, union affiliation or political activities.

- C. Teachers shall not be responsible for moving heavy materials, equipment and/or furniture from one classroom to another. The Board shall provide tape and boxes for packing.

D. No Strike

No certified professional employee shall, in an effort to effect a settlement of any disagreement with the employing Board of Education, engage in any strike or concerted refusal to render services. This provision may be enforced in the Superior Court for any judicial district in which said Board of Education is located by an injunction issued by said court or a judge thereof pursuant to §52-471 to 52-479 inclusive, provided the Commissioner of Education shall be given notice of any hearing and the Commissioner or said Commissioner's designee shall be an interested party for the purposes of §52-474.

E. Resignation

A teacher may resign by submitting written notice, at least thirty (30) days prior to the effective date, at any time except during the month of August, during which month, unless the contract has been terminated by mutual consent or Board action, the teacher will not accept employment with any other Board of Education in Connecticut.

F. Teacher Education and Mentoring Program (TEAM)

Any teacher who has successfully completed a mentor training program through an approved State Department of Education "Teacher Education and Mentoring Program (TEAM)" and who thereafter accepts an assignment to serve as a mentor for new teachers under the TEAM Program shall be paid in accordance with the State reimbursement model. In the event the State ceases its contribution to this program, the Board shall pay each mentor an annual stipend of one thousand dollars (\$1,000). In no event, shall the Board's total reimbursement under this program exceed an annual contribution of two thousand dollars (\$2,000). Service as a mentor teacher shall be voluntary in nature and all volunteers must be approved by the Superintendent or his/her designee.

ARTICLE 28

DURATION

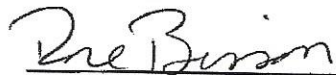
- A. The provisions of this Agreement shall be effective as of July 1, 2019, and shall remain in full force and effect up to and including June 30, 2021.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within collective bargaining, and that the understandings arrived at after the exercise of that right are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement each voluntarily waives the right and each agrees that the other shall not be

obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. It is further agreed that this Agreement may not and shall not be added to, subtracted from, altered, amended or modified in any respect whatever except by a document in writing signed on behalf of the parties hereto by their duly authorized officers and representatives. Nothing herein shall be construed as a waiver of the Association's right to require bargaining over changes in existing policies or past practices concerning mandatory subjects of bargaining.

ARTICLE 29
SIGNATURE PAGE

Upon agreement reached in this document it is assumed that all teachers have read, understand and will follow all its conditions. IN WITNESS WHEREOF, the parties and their representatives have affixed their signatures hereto:

For the Hampton Board of Education



Rose Bisson, Chairperson

November 28, 2018

For the Hampton Education Association



Debra Leavens, President

November 28, 2018

APPENDIX A
TEACHER SALARIES

2019-2020

STEP	BA	MA	SIXTH YEAR
1	47,118	51,491	54,417
2	49,385	53,221	56,678
3	51,656	55,437	58,947
4	53,921	57,703	61,213
5	56,188	59,973	63,481
6	58,454	62,238	65,751
7	60,710	64,370	67,883
8	63,817	67,463	70,972
9	66,911	70,557	74,067
10	70,001	73,648	77,159
11	73,096	76,743	80,252
12	77,969	83,842	87,479

Teachers shall advance one (1) step unless they are on maximum.

APPENDIX A
TEACHER SALARIES
(continued)

2020-2021

STEP	BA	MA	SIXTH YEAR
1	47,118	51,491	54,417
2	49,385	53,221	56,678
3	51,656	55,437	58,947
4	53,921	57,703	61,213
5	56,188	59,973	63,481
6	58,454	62,238	65,751
7	60,710	64,370	67,883
8	63,817	67,463	70,972
9	66,911	70,557	74,067
10	70,001	73,648	77,159
11	73,096	76,743	80,252
12	78,826	84,764	88,441

Teachers shall advance one (1) step unless they are on maximum.

APPENDIX B
STIPEND SCHEDULE

2019-2021

	<u>2019-2020</u>	<u>2020-2021</u>
1. Nature's Classroom (annual, one time stipend)	\$552	\$558
	<u>2019-2020</u> per hour	<u>2020-2021</u> per hour
2. Homework Club	\$38.57	\$38.99
3. Nature Trail	\$38.57	\$38.99
4. Reading & Writing Club	\$38.57	\$38.99
5. Math Club	\$38.57	\$38.99
6. Science Fair Club	\$38.57	\$38.99
7. Eco Club	\$38.57	\$38.99