

CONTRACT

BETWEEN

**THE HAMDEN BOARD OF
EDUCATION**

&

**HAMDEN EDUCATION
ASSOCIATION**

2019-2022

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PREAMBLE

THIS AGREEMENT is made and entered into by and between THE HAMDEN BOARD OF EDUCATION, the duly elected and duly constituted Board of Education of the Town of Hamden, State of Connecticut, operating pursuant to the Ordinances and Charter of said Town and the Statutes of the State of Connecticut and charged thereby with responsibility for the system of public education within said Town, and THE HAMDEN EDUCATION ASSOCIATION as Bargaining Agent for all of the members of the Teachers' Unit as defined in Public Act 10-153a of the State of Connecticut who are employed by the Hamden Board of Education.

THE PURPOSE of this Agreement is to encourage an effective working relationship between the parties in order to best serve the cause of public education in the Town of Hamden.

IN FURTHERANCE of this purpose, the parties hereto accept the provisions of this Agreement as their collective and individual commitment; pledge themselves to actively and cooperatively honor and support said provisions in good faith; and seek to fulfill the obligations, commitments, and representations made herein to the best of their respective abilities for the duration of this Agreement.

Article I - Recognition, Rights, and Obligations of the Parties

Section 1.1

The Board hereby recognizes the Hamden Education Association as the exclusive representative of the teachers' unit according to Section 10-153b including certified teachers and persons employed under a durational shortage area permit; the Association having been elected pursuant to a referendum certified by the American Arbitration Association on June 6, 1979.

Section 1.2

Nothing in this Agreement shall in any way limit or contravene the authority of the Board as provided in the General Statutes of Connecticut and the Town of Hamden. The Board shall not, however, exercise any of its authority specified above so as to contravene a specific provision of this Agreement.

The parties agree that innovation in educational programs is important to the Hamden Public Schools. The Board reserves the right, by providing advance written notification to the Association, to request negotiations over provisions in this Agreement that may be affected by such innovations (*e.g.* changes in education delivery models), such as (but not limited to) length of school day, transfers, assignments, and preparation periods. Such negotiations shall be governed by the provisions of Conn. Gen. Stat. Section 10-153f (e).

Section 1.3

As used in this contract the term "employee" shall mean anyone included in the Teachers' Unit according to Section 10-153b of the Connecticut General Statutes.

Section 1.4

Each party to the contract reserves the right to designate its own representative to any meeting or committee concerning terms of this contract.

Article II - Teaching Conditions

Section 2.1 Discipline, Suspension, Discharge

- a. Teachers shall not be disciplined, including suspensions except for just cause. Termination of contract of certified teachers shall be in accordance with the state statute as amended, and termination of persons employed under a durational shortage area permit shall be at the discretion of the Superintendent, and shall not be subject to the grievance procedure.
- b. Notification of suspension shall be given in writing to the employee.
- c. When possible, the president of the HEA shall be notified prior to any disciplinary action involving suspension.
- d. If suspension is found to be unjustified, the full pay and benefits shall be restored for the period of that suspension.
- e. Claims under this provision shall be subject to the grievance procedure.
- f. No derogatory statements shall be put into any teacher's file without that teacher's knowledge.

Section 2.2 School Year

- a. The school year shall be established by the Board of Education. The teacher work year shall include the school year for pupil attendance as established by the Board of Education plus four (4) additional teacher work days plus two (2) additional preparation days.
- b. The Board of Education shall notify the HEA of any change in the school year sixty (60) days prior to the commencement of each school year.
- c. Changes in the school calendar may be made by the Board in the case of emergency, inability to meet the minimum State requirements or when the schools are closed because of weather conditions. The Board agrees to negotiate with the HEA regarding the impact as a result to changes in the school calendar as adopted by the Board.
- d. Teachers will be expected to meet requirements at the end of the school year as defined by the school principal. A teacher may file a grievance under the procedures outlined herein, if he/she judges that a given requirement is unreasonable.
- e. The school calendar for the Hamden Public Schools will be posted in each school and an electronic copy made available to every employee prior to the end of the current school year.
- f. In the event the Board of Education chooses to lengthen the school year beyond that in effect at the beginning of the 2008-2009 school year, the Board will meet with the Association within thirty (30) days of making such a decision to negotiate the impact of this change.

- g. The school year for guidance counselors shall be extended by five days during the summer recess to provide coverage as follows:
 1. The schedule of work dates for guidance responsibilities shall be announced to counselors by the administrator no later than April 1 preceding the summer of work.
 2. The counselors shall select, on a first-come, first-served basis, the specific summer hours of summer work.
 3. No involuntary assignment of hours shall be made unless the required hours of coverage have not been met through the voluntary system.
 4. Involuntary assignments shall be made on a rotating seniority basis, until the required number of summer hours are met.
 5. Guidance personnel shall be paid their annual per diem as of July 1 of the summer the assignment occurs.

Section 2.3 Work Day

- a. The school day, with respect to student attendance, is understood to be a matter of educational policy reserved to the Board's discretion.
- b. All teachers in a school will work the same hours unless a change is negotiated with the Association in accordance with Conn. Gen. Stat §10-153f (e). Nothing in this Agreement shall prohibit a teacher from voluntarily working at school before and after the stated time limits.
- c. All teachers who are not assigned to other duties are required to be present in their assigned classrooms no less than fifteen minutes before the beginning of the school day and remain in the school building no less than fifteen (15) minutes after the conclusion of the school day except as specified in Section 2.9 of this Article.
- d. If the Board schedules the student school day to be greater than the hours and minutes described herein in Appendix C, the parties shall negotiate the impact of such change in accordance with Conn. Gen. Stat. §10-153f(e).
- e. Non-tenured teachers may be assigned up to a total of ten (10) additional hours of training in their first ten (10) school months of employment with the district.

Section 2.4 Class Assignment

- a. Notification in writing will be given to all teachers of any changes in their programs, schedules, school assignments, room assignments, grades, and/or subjects for the following year no later than the close of the previous year. However, should an unforeseeable situation (i.e., severe financial difficulty, construction or renovation problems, or other due and sufficient cause) arise during the summer which necessitates a change in any of the items listed herein the teacher will be notified in writing as soon as possible.
- b. Departmentalized teachers in the middle and senior high schools shall be assigned for no more than five (5) teaching periods per day. Should the period structure of the student school day change, the parties shall renegotiate the provisions of this section in accordance with Conn. Gen. Stat. § 10-153f(e).
- c. Any teacher assigned to a non-compensated extra-curricular activity during school hours shall have such an assignment considered a teaching period unless the teacher elects it in place of another assignment.

Section 2.5 Lunch Periods

Middle and senior high school teachers shall be provided uninterrupted duty-free lunch periods of not less than those provided for their students. Elementary school teachers shall be given uninterrupted duty-free lunch periods of 25 minutes, provided that they may volunteer to provide supervision during this time in accordance with the provisions of Section 2.7(b).

Section 2.6 Class Size

- a. Nothing in the Agreement shall require:
 1. Alterations, renovations, or additions to buildings.
 2. Busing pupils out of a school building.
 3. Redistricting of a school area.
 4. Use of portable classrooms.
- b. The Board shall maintain the teacher-pupil ratios listed below, except under circumstances of extreme financial hardship. The Board must successfully demonstrate to the HEA the financial status of the District, that is responsive to the alteration of the below ratios. If the HEA objects to the circumstances, the parties shall file for expedited binding arbitration in accordance with the rules set forth by the American Arbitration Association:
 1. The classroom teacher-pupil ratio in grade levels K-3 shall be one to twenty (20).
 2. The classroom teacher-pupil ratio in grade levels 4-6 shall be one to twenty-five (25).
 3. Every effort will be made to avoid scheduling split grades in (b) 1 and 2 above.
 4. The classroom teacher-pupil ratio in grade levels 7-12 shall be one to twenty-five (25).
 5. The Board will make every effort to adhere to a class size of thirty (30) students in physical education classes.
 6. Nothing in this Agreement shall require the Board to establish a class of less than ten (10) students.
- c. Special education classes shall be regulated according to State Law.
- d. Where specialized pupil stations are provided, as in laboratories, shop, art rooms, keyboarding rooms, music rooms, media centers, and similar situations, the number of students assigned shall not exceed the number of pupil stations as determined by members of the department concerned and the administrator of the school in accordance with Board of Education policy and applicable OSHA regulations.

Section 2.7 Teaching Load

- a. The policy of the Board of Education is to make subject teaching assignments in the middle and senior high schools as reasonable as possible. In the interest of equitable

distribution of class assignments, no teacher shall be required to teach more than three classes (sections) of a given ability level and preferably no more than two of a given level. In the event a teacher agrees to teach in excess of the above stated limit, he/she shall and the Superintendent shall sign a waiver notice indicating the same. While it is impractical to predict all potential assignments, every effort shall be made to avoid requiring middle and senior high school faculty members to teach a combination of subjects and grade levels that will impose an unnecessarily diverse number of preparations. Remedial and alternative programs, which meet on a regular basis, will be considered separate preparations. Three separate and distinct preparations shall constitute the desirable maximum. A preparation is defined as subject and grade.

- b. All elementary school teachers shall be relieved of all cafeteria and playground supervision during noon hour. Bargaining unit members at the elementary schools may be assigned recess duty up to two days per week on the A-E letter day cycle (or applicable successor schedule), and up to an additional three days per year. The principal may seek volunteers to provide lunch supervision duty or recess duty beyond that required above. Such teachers providing lunch supervision or additional recess duty shall receive a stipend for this assignment at the hourly rate of \$30.00. Payment of this stipend shall be based on a minimum of thirty minutes per day. After consultation with the faculty, the principals shall schedule bus duty in each school.
- c. Any secondary teacher who is required to substitute for another teacher's class shall be paid \$35.00 per class. Homeroom is not defined as a class. At the elementary level, any elementary teacher who covers a class for an absent art, music or physical education teacher will be paid \$35.00 per class. A period is defined as a 45 to 60 minute length of time. Any elementary teacher who covers for an absent teacher who has called in at the prescribed time and for whom a substitute has not been provided will be paid \$35.00 per class.
- d. Annually in each elementary school the tentative scheduling of Art, Music, and Physical Education shall be done by a committee of the school principal, representative classroom teachers and the Art, Music and Physical Education teachers, subject to the final approval of the principal. Every reasonable effort shall be made to schedule the meeting prior to the close of school.
- e. The Superintendent will make every reasonable effort to see that students identified by PPT are distributed equitably among the entire faculty. Grievance review of this provision, if any, shall terminate at the Board level.
- f. Reasonable efforts shall be made to assign teachers to no more than two different schools in an academic year.
- g. Every reasonable effort shall be made for teachers of art, music, and physical education at the elementary level to be scheduled for five (5) minutes transition time between classes on a daily basis.

Section 2.8 Preparation Periods

- a. Every teacher in the (Grades 9-12) shall have one period per day for preparation. Teachers (Grades 9-12) who are involved in forms of cooperative planning or team planning shall be allotted their daily preparation periods at the same time, insofar as reasonable scheduling permits. Teachers (Grades 9-12) involved in team planning shall be allotted three (3) such periods per week for this purpose. In addition, one period per

week shall be for individual planning and one period per week shall be used for either team or individual planning as determined by the Administration.

- b. Every teacher (Grades 7-8) shall have one period per day for preparation. Team planning shall be allotted two (2) periods per week for this purpose. In addition, two (2) periods per week shall be for individual planning and one (1) period per week shall be used for either team or individual planning as determined by the team leader in consultation with the Administration. If a middle school teacher loses a preparation period due to on-team responsibilities, said teacher will be relieved of one duty within the next five school days.
- c. An elementary teacher (Grades PreK-6) shall be released from class when another teacher is teaching that class. This time shall be used as a preparation period. Media time shall be considered a "specials" class and shall be 45 minutes in length. Teachers may use such time as self-directed preparation time.
- d. All elementary teachers shall receive not less than 180 minutes of individual and or team preparation time per week in addition to the media time, as determined by the Administration 120 minutes will be self-directed and 60 minutes will be administrative-directed. There shall be no less than thirty (30) minutes as a planning block.
- e. The specialist schedule should be drawn up in consultation with the administrator and the specialist involved.

Section 2.9 Before- and After-School Meetings

- a. With the aim of continuing to improve communication with parents and of utilizing fully the professional resources of the teaching profession, faculties are required to arrange meetings with parents at times mutually agreeable to the teachers and the principal of each school. Teachers are requested to attend such meetings. When teachers are requested to attend such meetings by the administration and/or parents, the meetings should be scheduled at times mutually convenient to the teachers and the parent(s). When possible, teachers will be informed of the issues to be discussed at this meeting prior to the meeting. Teachers are required to attend the annual Open House.
- b. All teachers recognize their responsibilities to schedule conferences with parents. Conference sessions shall be scheduled by the Superintendent or his/her designee, and all teachers shall be required to attend all such conference sessions. The Board retains the right to modify the provisions of this Agreement concerning parent-teacher conferences that relate to permissive subjects of bargaining, provided however that the Association reserves the right to negotiate over the impact of any such changes.
- c. Early release days at elementary level: Early release day on fall daytime conference day, early release day on fall evening conference day, full day on other fall evening conference day; early release day on spring daytime conference day, early release day on spring evening conference day, full day on other spring evening conference day.
- d. Teachers at the secondary levels, middle and senior high school shall schedule one evening conference of two hours in duration at the end of the first, second and third marking periods.
- e. All evening conferences shall be scheduled for two continuous hours between 5.00 P.M. and 8:00 P.M.

- f. During any evening conference, administrative supervision shall be provided at each conference site.
- g. The elementary conference schedule, including evening conferences, shall be developed by teachers for parents of their reading/language art students.
- h. It is understood that all teachers shall remain on-site during all scheduled parent-teacher conference periods.
- i. All certified secondary staff (grades 7-12) are required to maintain office hours equal in length to one class period on one day each week after school for the purpose of meeting their students. Such staff members will file the schedule of such meetings with the principal on or before September 10 of each year.
- j. All teachers are required to be available for staff meetings on the first two Thursdays of each month. The length of the first meeting shall not be more than ninety (90) minutes and the length of the second meeting shall not be more than sixty (60) minutes, unless those present agree to a longer meeting. Such meetings shall commence at a reasonable time after dismissal. Teachers shall be relieved of meeting responsibilities on the remaining Thursdays of each month.

Section 2.10 Student Discipline

- a. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- b. A teacher may temporarily exclude a pupil from class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish full particulars of the incident to the principal, in writing, as promptly as his/her teaching obligation will allow. The principal may reinstate the student after advising the teacher that some adjustment has been made or after holding a conference which includes the teacher plus at least one of the following: a counselor, an administrator, the student's parents, the school social worker, or psychological examiner. The teacher shall be informed of the results of any such conference and the adjustment made before the student's return to class.
- c. Student discipline is governed by statute, and the provisions of this Article therefore shall not be subject to the grievance procedure.

Section 2.11 Protection of Teachers

- a. A teacher shall report immediately in writing to his/her principal and to the Central Office any case of assault suffered to him/her in connection with his/her employment.
- b. Such report shall be forwarded through the Superintendent to the Board. The Board shall comply with any request from the reporting teacher for information possessed by the Board, about the persons involved, which relates to the incident reported, and is not privileged under law.
- c. The Board agrees to provide legal counsel to defend any teacher in any action arising from any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to, or death of, any person or in accidental damage

to, or destruction of, property within or without the school building, providing such teacher, at the time of the accident resulting in such injury, death, damage or destruction, was acting in the discharge of his/her duties within the scope of his/her employment or under the direction of the Board. The protections of this section are provided in accordance with, and are subject to the limitations of Conn. Gen. Stat. § 10-235. As such, this section shall not be subject to the grievance procedure.

- d. At the discretion of the Board, if criminal proceedings are brought against a teacher alleging that he/she committed an assault in connection with his/her employment, the Board may furnish legal counsel to defend him/her in such proceedings.
- e. Whenever a teacher is absent from school as a result of personal injury caused by an assault upon the teacher arising from and in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence without having such absence charged to his/her annual or accumulated sick leave. The protections of this section are provided in accordance with, and are subject to the limitations of Conn. Gen. Stat. § 10-236a. As such, this statutory protection shall not be subject to the grievance procedure. Any amount of salary payable pursuant to this Section, when combined with any Worker's Compensation benefit received, shall not exceed the injured teacher's annual salary. Any teacher filing a successful claim under Worker's Compensation, shall have one-third of an absence charged against his/her annual or accumulated sick leave.
- f. Any medical expenses not covered by insurance incurred as a result of any injury in any school related function will be paid for by the Board.

Section 2.12 Middle School Program

Should the Board reallocate the minutes in the teaching day at the middle school to permit an extended homeroom period for mentoring or similar programs, upon the request of the Association the Board shall negotiate the impact of any new responsibility in accordance with Connecticut General Statutes, Section 10-153f (e). Any such responsibility shall not be considered a "non-compensated extra-curricular activity" as that term is used in Section 2.4(c) or a "class" under Section 2.7(c).

Article III – Grievance Procedures

Section 3.1 Purposes

The prompt, informal, and confidential adjustment and settlement of grievances is encouraged; therefore, the following procedures to accomplish these purposes are hereby established.

The purpose of the grievance procedures, as set forth herein, is to secure and obtain, at the lowest possible administrative level, equitable solutions to problems which may arise under the terms of the Agreement and which are alleged by a teacher to affect his/her welfare or working conditions. The parties agree that the purpose of the grievance procedures will be best served if all proceedings there under be kept as confidential as is appropriate.

Section 3.2 Definitions

- a. A grievance shall mean a complaint by an employee or the HEA that (1) he/she or it has been treated unfairly or inequitably because there has been a violation, misinterpretation of the provisions of this Agreement and (2) he/she or it has been treated unfairly or inequitably because there has been a violation, misinterpretation, or misapplication of established policy or practice as set by the Board. Grievances of this type as explained in (2) above shall not be subject to arbitration.

- b. As used in this article, the term "employee" shall mean:
 - 1. Any member of the teachers' unit as defined under Section 1.3.
 - 2. A group of teachers having the same grievance. (Anyone who has been part of a group grievance may not file as an individual on the same matter).
- c. "Days" shall mean days when school is in session.

Section 3.3 Time Limits

- a. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum.
- b. A grievance must be filed in writing within thirty (30) days of the act or conditions on which the grievance is based.
- c. Failure by the aggrieved employee 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.

Section 3.4 Informal Procedures

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

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

Section 3.5 Formal Procedures

Step 1 If an employee is not satisfied with the disposition of his/her grievance by informal proceedings, he/she may present his/her grievance as a written grievance to his/her principal or if he/she is not directly responsible to a principal, then to the appropriate administrative supervisor and shall have the right to have the representatives of the HEA assist him/her. The principal or supervisor may request a meeting with the employee and such representatives prior to making his/her decision; but, in any event, he/she must render his/her decision in writing with copies to the employee within five (5) school days of the written submission of the grievance to him/her by the employee.

Step 2 Failing satisfactory settlement within such time limits, the aggrieved may with the assistance of the HEA representative, and within five (5) school days after receipt of the written decision by his/her superior, appeal in writing to the Superintendent and such writing shall set forth specifically the basis of the grievance. The Superintendent or his/her representative shall meet with the employee and such representative within five (5) school days of the receipt by him/her of such appeal and shall give his/her decision in writing to the employee and the HEA within ten (10) school days of such a meeting.

Step 3 Failing satisfactory settlement at Step 2, the employee may appeal to the Board. Such appeal must be made within five (5) school days of receipt of the decision

of the Superintendent and must be in writing and set forth the basis of the grievance. The Personnel Committee of the Board shall hold a hearing and shall render a decision in writing to the employee within thirty (30) school days after the receipt of the appeal. If the Board Personnel Committee fails to schedule a hearing within thirty (30) calendar days of receipt of the appeal, the grievance may be submitted directly to arbitration at the option of the Association.

Step 4

- a. Within ten (10) days after receipt of the committee's decision, the Association may submit the grievance to arbitration by notifying the Superintendent of Schools and by filing a demand for arbitration under the voluntary Labor Arbitration Rules of the American Arbitration Association which shall then act as the administrator of proceedings.
- b. The Board and/or the HEA within ten (10) school days after the receipt of such written notice by the Superintendent, shall notify the American Arbitration Association to select a single arbitrator.
- c. The arbitrator shall be bound by the Voluntary Labor Arbitration Rules. He/she shall hear only one grievance at a time, and shall have no power to add to, delete from, or modify any provisions of the agreement. The decision of the arbitrator shall be submitted to the Association and the Board of Education and shall be final and binding on all items which are arbitrable and binding under the agreement.

Section 3.6 Miscellaneous

- a. Any grievance not processed in accordance with the time limits specified herein shall be deemed waived by the grievant.
- b. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the grievant to appeal to the next level. The time limits specified at any step may be extended in any particular instance by written agreement between the Superintendent of Schools or his/her designee and the employee.
- c. Meetings held under this procedure prior to Step 3 shall generally be conducted during school time at a place which will afford a fair and reasonable opportunity for all persons proper to be present. "Persons proper to be present," for the purpose of this Article, are defined as the employee, the HEA representatives, witnesses, and the appropriate Board representatives and witnesses. Employee counsel and Board counsel shall be permitted at Step 3 of the procedures outlined in Section 3.5 above and at Step 4, during arbitration, outlined Section 3.5. If, at the option of the Board, hearings are held during school hours, persons proper to be present shall be excused from their duties without loss of pay.
- d. A grievance which arises from the actions of an official above the rank of the principal will first be discussed with that official and if not resolved may be submitted to the Superintendent or his/her designee and processed in accordance with Step 2 above.
- e. Nothing in this Agreement shall be construed as compelling the HEA to submit a grievance to arbitration.

- f. No reprisals of any kind shall be taken by either party or by any member of the administration against any participants in the grievance procedures by reason of such participation.
- g. Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent, with the approval of the HEA, and made available through the HEA so as to facilitate operation of the formal grievance procedures.

Section 3.7 Representation

The HEA may be formally represented at any level of the formal procedures by a person or persons representing the bargaining unit. The Bargaining Agent shall have the exclusive right to organizational representation. Similarly, the Board may obtain such representation at the same levels.

Article IV – Teachers’ Rights

Section 4.1 Rights Within Buildings

- a. Adequate bulletin board space in each school shall be reserved for the exclusive use of the official bargaining agent for the posting of official bargaining agent notices or announcements. Copies of any notice to be posted shall be submitted to the principal. Authorized representatives of the official bargaining agent will be permitted reasonable use of duplicating facilities.
- b. The HEA may call meetings in each school before or after school or during lunch hours whenever such meetings do not conflict with other scheduled activities or programs.
- c. The HEA shall have the right to place material in the mail boxes of teachers and other professional employees. Placement will be made by the authorized representative of the HEA and such representative may, with approval of the school administration, use the public address system for HEA announcements prior to and at the end of the teaching day. Such approval will not be unreasonably withheld.
- d. The president of the HEA shall have access to a telephone in the building(s) where he/she is employed. HEA use of the telephone shall be confined to non-teaching hours.

Section 4.2 Operational Rights

- a. The Board shall make available to the HEA information and raw data which the HEA or the Board considers relevant to negotiations and necessary to the proper enforcement of this Agreement.
- b. If the Superintendent or the HEA requests a meeting with each other to discuss matters of mutual concern, as well as matters relating to the implementation of this Agreement, such a meeting shall be scheduled at a time mutually convenient to both parties.
- c. If the principal of a school or the designated HEA representative for that school requests a meeting to discuss matters of school operations and questions relating to the implementation of this Agreement, such a meeting shall be scheduled at a time mutually convenient to both parties. School operations and policies shall be consistent with this Agreement. The HEA shall inform the principal in writing of the name of its representative for that school.

- d. The Board shall permit the officers of the HEA or designated members of the HEA to visit the schools during their non-teaching hours in order to investigate working conditions, teacher complaints or problems, or for any other purpose relating to the terms and conditions of this Agreement. Upon the representatives' arrival, they shall notify the principal's office of their presence. If conferences with teachers are necessary, they shall be scheduled so as not to disrupt the teachers' class assignments.
- e. Whenever the parties mutually agree to schedule meetings during the work day, the teachers required to attend shall suffer no loss of pay.
- f. A copy of the agenda of each public meeting of the Board will be mailed to the HEA at the same time it is mailed to members of the Board of Education and shall be posted in each school.

Section 4.3 Deductions

- a. 1. CONDITIONS OF CONTINUED EMPLOYMENT:
All teachers employed by the Hamden Board of Education shall may join the Association.
- 2. DEDUCTIONS:
The Hamden Board of Education agrees to deduct from each teacher who has authorized such deductions in writing an amount equal to the Association membership dues by means of pay-roll deductions. Deductions for Association membership dues shall occur in equal amounts from the first twenty (20) paychecks of the school year. The amount of Association membership dues shall be certified by the Association to the Board of Education prior to the opening of school each year.
- 3. SUBSEQUENT EMPLOYMENT:
Those teachers whose employment commences after the start of the school year shall pay a pro-rated amount equal to the percentage of the remaining school year.
- 4. FORWARDING MONIES:
The Board of Education agrees to forward to the Association each pay period a check for the amount of money deducted during that month. The Board shall include with such a check a list of teachers for whom such deductions were made.
- 5. LISTS:
No later than the first paycheck in October of each school year, the Board of Education shall provide the Association with a list of all employees of the Board of Education and the position held by said employees. The Board shall notify the Association monthly of any changes in said list.
- 6. REFERENCE TO ASSOCIATION:
The singular reference to the "Association" herein shall be interpreted as referring to the Hamden Education Association, the Connecticut Education Association and the National Education Association.
- 7. SAVE HARMLESS:

The Association agrees to indemnify and save the Board harmless from any claim or lawsuit arising from the Board's fulfillment of its obligation under section 4.3a. The Board agrees that the Association shall assume the exclusive legal defense of any such claim or lawsuit. In assuming such defense on the Board's behalf, the Association will hire and compensate legal counsel. Legal counsel hired by the Association shall confer with the Board. The Association shall have the right to compromise or settle any claim or lawsuit against the Board under this section with the consent of the Board, which shall not be unreasonably withheld.

- b. In addition to the 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. The list of approved deductions is as follows:

- Life Insurance
- CEA/NEA/HEA recognized agencies and vendors
- Hamden Education Association
- Connecticut Education Association
- National Education Association
- Credit Union
- Tax Deferred Savings Plans

- c. No later than September 30 (for new teachers) and June 30 (for those currently employed) of each year, the Board shall provide the HEA with a list of those employees who have voluntarily authorized the Board to deduct dues for the HEA. The Board shall notify the HEA monthly of any changes in said list.
- d. There shall be direct deposit to any bank a teacher's choosing, and teachers shall be notified of such deposits by electronic pay advice.

Article V – Leaves

Section 5.1 Sick Leave

- a. Sick leave is to be used only for the purpose of compensating an employee who is unable to attend his/her regularly scheduled classes because of a bona fide illness.
- b. As long as the teacher remains in the continuous service of the Board, he/she shall be entitled to sick leave with full pay up to fifteen (15) working days each year cumulative to 220 days. Accumulated sick leave may not be used in increments of less than one-half (1/2).
- c. For absences because of sickness or accident beyond earned and accumulated sick leave, in its discretion for good cause the Board may grant an employee who has at least three years of service in the Hamden system and who is suffering from a lengthy illness or injury the difference between his/her regular per diem salary and the substitute's daily rate of pay (whether or not a substitute is required).
- d. With prior written warning to a teacher of suspected sick leave abuse, the Superintendent may require that members of the bargaining unit present certification from a doctor following absence due to illness.

- e.
 - 1. The Board of Education will cooperate in the establishment of a sick leave bank on a voluntary basis.
 - 2. The sick leave bank will not become effective unless there is participation by at least fifty (50%) percent of all teachers.
 - 3. Membership in the sick leave bank is voluntary on the part of all teachers in the Hamden school system. Each participating teacher, upon initially enrolling in the bank, shall contribute two days of his/her accumulated sick leave.
 - 4. Each teacher enrolled in the bank will continue to donate one day of his or her accumulated sick leave to the bank in September of each year. If at the start of a school year the bank contains 1,000 days or more, that year the enrolled teacher will not be assessed.
 - 5. The bank will not be depleted below a level of 100 days. If the bank is depleted below 100 days, each participating teacher will be required to contribute an additional day at this time.
 - 6. A participating teacher shall apply to the Superintendent to withdraw days from the sick leave bank. The Superintendent or his/her duly authorized designee, will require the submission of medical proof of illness at any time a participating teacher utilizes the sick leave bank, either by the teacher's own physician or by a physician named by the Hamden Board of Education, at its own expense.
 - 7. The teacher withdrawing membership in the sick leave bank will not be able to withdraw contributed days.
 - 8. Participating teachers shall be permitted to withdraw days from the sick leave bank according to the following criteria:
 - a. A teacher must exhaust his or her own sick leave.
 - b. A teacher must utilize Article 5 – Leaves, Section 5.1c as per the teacher's contract.
 - c. A teacher must be sick sixty (60) consecutive days before he/she is eligible to apply to the sick leave bank.
 - 9. Maximum withdrawal from the sick leave bank per occurrence is ninety (90) days for those participating teachers.
 - 10. Participating teachers who withdraw sick leave days from the sick leave bank will not have to replace these days except as a regular contributing member to the bank.
- f. Up to five (5) sick days per year may be used to care for a short-term illness or injury of a family member which is or is not covered by the Family and Medical Leave Act. Teachers who use FMLA leave for the care of family members, as defined by the statute, shall be entitled to use up to eight (8) additional individual sick days per school years during said period of FMLA leave.

Section 5.2 Military Leave

Teachers who leave the system for the purpose of serving in the Armed Forces, shall upon return to service in Hamden, retain all prior benefits.

Section 5.3 Child Rearing/Maternity Leave

- a. Teachers may utilize paid sick leave during periods of disability due to pregnancy and delivery, or complications related thereto.
- b. A teacher who becomes pregnant shall so notify the Superintendent or his/her designee at least four (4) months prior to the expected date of delivery. Disability leave shall begin at the date when, in the judgment of the teacher's physician, she is no longer able to perform her teaching duties. The physician's statement shall be in writing and filed with the Superintendent or his/her designee. The teacher shall return from her disability when a written statement is filed with the Superintendent or his/her designee by her doctor that she is physically able to return to work.
- c. If a teacher or his/her spouse gives birth or adopts after January 1 of a given school year, he/she may be granted a child rearing leave for the remainder of that school year, if she/he so requests. Teachers returning from a child rearing leave may be returned to his/her previously held or similar position. Teachers may be granted additional child rearing leave at the discretion of the Superintendent of Schools. Except as provided by the FMLA, teachers will not be eligible for childrearing leave at the same time as their spouse if their spouse has been granted child rearing leave by the Board for the same birth or adoption event.
- d. Any teacher who becomes pregnant shall adhere to the notification and reporting procedures, as stipulated in Section (b) above, for as long as she remains teaching, whether or not she intends to return to teaching after her child is born.

Section 5.4 Sabbatical Leave

- a. The Board envisions sabbatical leave as a special means of invigorating teaching in the Hamden Public Schools. The John Hay Fellowships have demonstrated that superior teachers residing and studying for a year in the lively academic atmosphere of great universities gain new insights and bring back to their fellow teachers, as well as to their pupils, a sense of excitement of learning. Sabbatical leave will be granted to those teachers most likely to feel keenly and convey to others this excitement.
- b. Annually, no more than three teachers may be granted sabbatical leaves with fellowships to support a year of university study.
- c. A candidate must meet the following requirements:
 1. Hold at least a Bachelor's Degree.
 2. Be a member of the bargaining unit who carries at least three-quarters (3/4) of a full teaching load and who has taught in the Hamden Public School for the six years preceding the sabbatical year.
 3. Submit a proposed plan of study, at a designated university in the United States or abroad, to be followed during sabbatical leave. (Extensive research or travel may be substituted for such study). Study shall be in the liberal arts and sciences. Candidates will not necessarily be limited to work in the particular area

in which they teach; some may profit if part or all of their work is in different areas; others, if they have freedom to do so, and not necessarily for university credit, may explore a range of subjects. Upon his/her return, the teacher shall make a report to the Board.

4. Agree not to engage in any remunerative employment during the period of his/her leave, vacations excepted, without the permission of the Superintendent. He/she shall also agree to return to his/her position as teacher in the Hamden Public Schools, barring circumstances beyond his/her control, for the three years immediately following his/her leave.
- d. During a sabbatical leave, which shall be for a full year, the teacher shall receive a fellowship in an amount determined by the Board of up to seventy-five percent (75%) of the annual salary to which he/she would have been entitled had he/she remained in teaching service in Hamden that year. Where deemed appropriate, an allowance may be made toward travel expenses. The teacher may supplement his/her sabbatical salary with other fellowship aid.
- e. A teacher taking sabbatical leave shall advance on the salary schedule as if he/she were teaching and retain all the rights and privileges of an active teacher.
- f. Application for sabbatical leave shall be made on a form furnished by the Superintendent and filed with him/her prior to December 1 of the year preceding that for which leave is requested. It shall be the responsibility of the Superintendent to present the application to the Board (through the Curriculum Committee) with his/her recommendation. The Board shall have the responsibility of making sabbatical awards. Any teacher whose application has been denied shall be entitled to a meeting and discussion regarding that denial.
- g. Annually, no more than five teachers may be granted summer fellowships under the same requirements which apply to the sabbatical leave program for the school year. Each fellowship shall be in an amount equal to three-quarters (3/4) of the teacher's annual salary for the preceding school year, pro-rated.
- h. Mini-Sabbatical Program:
All applicants must be tenured, and have taught in Hamden for four years. A waiver of the latter requirement may be granted by the Superintendent/Assistant Superintendent of Schools.

Mini-sabbaticals are designed to supplement the staff development program and may not exceed a total of eight weeks. Only one mini-Sabbatical per year will be granted to any one teacher. Recipients of mini-sabbaticals will be expected to return to the Hamden school system for a minimum of one year following the year of the mini-sabbatical. All materials produced during a leave will become the property of the Hamden Public Schools, to be shared within the district, wherever appropriate, unless external use or dissemination is mutually agreed upon by the parties in writing.

Full pay and benefits of the teacher shall be maintained during the time of leave. Approved mini-sabbatical projects are subject to the availability of a suitable substitute teacher. In the event that such suitable substitute is not available, such approved projects will retain priority status until a suitable substitute is available. In all cases, the granting of mini-sabbaticals rests solely with the Board of Education.

Section 5.5 Professional Leave

- a. A teacher in the system who is an officer of a professional association and/or who is appointed to the staff of a professional association shall, upon written application filed with the Superintendent prior to June 1 of any year, be granted a leave of absence to commence the following September and to terminate on September 1 of the succeeding year. Such leave shall be without pay and may be renewed for one additional year, provided notice has been given to the Board by March 1 of the year of the leave.
- b. Failure of such person to notify the Board in writing of his/her intention to return to work by March 1 of the year in which he/she is on leave shall result in a determination that such teacher has resigned from the system. Any teacher on such leave of absence shall receive credit toward annual salary increments on the salary schedule appropriate to his/her rank.

Section 5.6 Miscellaneous Leaves

- a. Personal leave without pay may be granted by the Superintendent to meet serious problems.
- b. Should death occur in the immediate family of a faculty member, he/she shall be allowed five (5) days of leave with pay. These days shall not be charged to sick leave. "Immediate family" means spouse, parent, child, brother, sister, or any member of his/her household. Reasonable time off to attend the funeral of an aunt, uncle, grandchild, grandparent, brother-in-law, sister-in-law, mother-in-law, or father-in-law not living in the household shall be granted. Such leave shall be with pay.
- c. Teachers will be granted two (2) personal days per year for personal business that cannot be conducted outside of school hours and/or for religious observation. One (1) unused personal day may be carried over into the next school year. Every reasonable effort shall be made to provide prior notice to the teacher's principal or immediate supervisor and the District's on-line absences service of at least seventy-two (72) hours before the request is needed. Three (3) consecutive days may be granted with the Superintendent's approval.
 1. The personal day(s) may not be used the day before or after a legal holiday without the permission of the Superintendent.
 2. The personal day(s) may not be used during the first two weeks of the school year nor during the last two weeks of school year without the permission of the Superintendent.
 3. Teachers requesting such leave shall do so in writing, stating the reason for such leave and providing such additional information as the Administration may reasonably request to assure compliance with the requirements above. Approval shall not be withheld for the following reasons:
 - a. birth/adoption of a child;
 - b. attendance at graduation exercises for self, spouse, children, or grandchildren up to a maximum of two (2) days, if required;
 - c. any illness or injury of spouse or children;
 - d. mandatory court appearances;

- e. marriage (children, parents, siblings, siblings of spouse). One day annually will be allowed for marriage.

Reference to Superintendent herein shall include his/her designee.

- d. There shall be no loss of salary or sick leave allowance when a teacher is subject to quarantine by order of the Health Department for reasons other than the personal illness of the teacher.
- e. A leave of absence without pay or benefits not to exceed four (4) years may be granted to any teacher for the purpose of serving in a public office. However, upon written request from the teacher, said leave may be extended with the approval of the Superintendent and the Board of Education.
- f. A teacher will be allowed to take a general leave, without loss of salary, to begin a program of study which necessitates personal presence in advance of the close of the school year, if a volunteer can be found to cover the classroom responsibility of said teacher. The teacher shall attempt to find the volunteer with the assistance of the appropriate administrator. If no volunteer can be found, said teacher must remain.
- g. An exchange teacher's leave may be granted to any teacher who is exchanged in a given year for a teacher from some other school administrative district in the United States or a foreign country. Such exchange shall be initially recommended by the Superintendent to the Board of Education which shall recommend final action. All rights and privileges of the exchanged teacher shall continue in full force and effect during the exchange period.
- h. The Board may grant leaves of absence without pay to teachers for study. Upon return, a teacher taking such a leave will be guaranteed a position for which he/she is certified.
- i. If school is held on the first day of Rosh Hashanah, Yom Kippur, Christmas and/or Good Friday, personal leave shall be available for teachers.

Section 5.7 Miscellaneous

- a. The Board will protect vested interest in life insurance for any teacher on leave.
- b. The Board will extend to anyone on leave the right to pay into any health insurance plan but will not reimburse the teacher upon return.
- c. A teacher, who returns to full time employment in the Hamden Public Schools upon the termination of any voluntary leave of absence, excluding disability leave shall have his/her accumulated sick leave and all other accrued rights retained. Notice of intention to return, shall be received in the Personnel Office no later than May 1 of the school year preceding the termination of the leave of absence. Placement shall be guaranteed after those being involuntarily and voluntarily transferred have been placed.
- d. Unless specified otherwise, all leaves shall be without pay, benefits, advancement on the salary schedule or accumulation of seniority. Seniority will not be accrued while on leave unless specified otherwise.

- e. The teacher has the privilege of requesting time off for the following: conventions sponsored by any group affiliated with the HEA or with whom the Association is affiliated.

Article VI – Transfers and Promotions

Section 6.0 Definitions

- a. A transfer is the placement of a teacher from his/her current assignment which involves either of the following:
 - 1. Transfer to another school; or
 - 2. Transfer to another department(Transfer may be either involuntary or voluntary.)
- b. A re-assignment is any other placement of a teacher
- c. A vacancy is any position which the administration determines as being vacant.

Section 6.1 Transfers

- a. Teacher input will be considered when assignments and reassignments are made. When reassignment occurs, volunteers shall be sought before teachers are reassigned. Absent any volunteers, the teacher(s) with the least amount of seniority shall be reassigned before a more senior teacher is reassigned, unless in the judgment of the Superintendent, which shall not be arbitrary or capricious, the best interests of the school district make it inadvisable to do so. Subject to the above, in the event more than one reassignment is necessary, the teacher with the greatest amount of seniority shall have the choice of assignments.
- b. Prior to any involuntary transfer occurring, volunteers shall be sought.
- c. There will be no unjustified "involuntary" transfer. In determining which teacher shall be involuntarily transferred following the identification of vacant positions, seniority within certification area shall be the determining factor in identifying the teacher to be transferred, provided that the Board reserves the right to deviate from seniority for just cause. If a teacher feels an involuntary transfer is unjustifiable, he/she may process a grievance.
- d. The Board shall determine and post open positions for those interested in voluntary transfers. This list will be made available the first of the month beginning with April through July 15th. From July 15th to August 1st, the list shall be posted at the Central Office. The HEA shall receive copies of all such postings. The Board may post such positions on the District website in lieu of the posting provisions set forth above. Upon reasonable notice, a list which indicates length of service in the system of the applicants for a given position will be prepared and made available to the HEA upon request. Generally, transfers shall be effective at the commencement of the following school year.
- e. A teacher who makes application for transfers must list therein choices of schools in order of preference and should also list preferences for grade and subject matter.

- f. Applications for transfer must be submitted to the Human Resources office on/before May 1st of each school year. Vacancies that are available prior to July 15th shall be filled in accordance with the following procedure. Voluntary requests for transfer shall be determined and announced after involuntarily transferred teachers, including those who have been given lay-off notices or who are recalled from layoff are placed; but, before teachers returning from a leave of absence are assigned, except for a disability leave of absence. The HEA President shall receive a list of all transfers and reassignments once placement has been finalized.

In deciding upon an application for a voluntary transfer, the Superintendent will consider: (1) applicants from outside the bargaining unit may be interviewed for any vacant position concurrently with any internal candidates seeking a transfer; (2) only if internal candidate(s) or internal and external candidate(s) are equally qualified, the applicant with the greatest service in the Hamden school system shall be assigned to the vacant position.

Section 6.2 Promotions

- a. Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the administrative-supervisory level that are outside the bargaining unit.
- b. When a position becomes or is about to become vacant, the applicant shall be asked to supply at least the following information:
 - 1. Statement of teaching or educational administrative experience. (Verification is required of all experience other than obtained in the Hamden school system).
 - 2. Evidence of certification to cover the open position.
 - 3. Statement of reasons why the candidate considers himself/herself fit for the position.
 - 4. Description of pertinent experience in field related to the position for which the application has been submitted.
- c. The Board of Education and/or the Central Administration should interview all applicants within the system who meet the qualifications stated. No one need be interviewed twice in the same school year for the same position.
- d. For positions within the bargaining unit, the following shall apply: (1) The position need not be filled from within the Hamden school system; (2) applicants outside the system must meet the same conditions as specified above; (3) if two applicants are equal in qualifications, the position shall be assigned to the applicant with service in the Hamden school system.
- e. All vacancies for promotional positions shall be published by a notice to the Association representative in each school and to the school principal, and during the school year said notice is to be posted on the teachers' bulletin board by the school administrator at least five school days prior to the date applications are closed. During the summer recess, such notices shall be sent to the HEA President and shall be posted at the Central Office for five work days prior to the date applications are closed. All postings shall include job descriptions and necessary qualifications.

- f. Prior to the close of school in June, teachers who are qualified for positions paying a salary differential may notify the Personnel Office of their interest in said positions. All openings shall also be submitted to the local newspapers for publication. Vacancies that must be filled during the summer months will not be filled until said teachers have received notification of the openings by mail. The Board may post such positions on the District website in lieu of the mailing and posting provisions set forth above.
- g. In the event a position vacancy within a building becomes known to the district after July 15th, the School Principal or Department Director/Coordinator may fill such vacancies within the building or department after having approached and receive the voluntary agreement of the affected teacher.

Article VII – Personnel Files

Section 7.1 Personnel Files

- a. A teacher shall have the right to inspect his/her personnel files and to question or to reproduce any material therein. The Board agrees to continue its policy of treating these personnel files with the highest degree of confidentiality.
- b. Teachers shall receive a copy of all material to be placed in their files after the original date of employment that may form the basis for any disciplinary action or become a part of a formal evaluation. A copy of any externally generated material directed to the administration that will be used in an evaluative manner shall be shared with the teacher upon its receipt.

Article VIII – Non-Professional Duties

It is agreed that the teacher's primary responsibility is to teach and to otherwise supervise the children he/she teaches. Teachers shall not be required to correct standardized tests.

Article IX – Teacher Facilities

Section 9.1 Budget permitting, the following facilities should be provided for teachers, and the Board shall insure their accessibility:

1. A room which contains the required equipment and supplies to aid the teacher in the preparation of educational materials. This room is to be known as the Teachers' Workroom. Required equipment shall include an electronic copying machine.
2. Space in each school in which teachers may safely store instructional materials and supplies.
3. Well-lighted teacher restrooms (separate facilities for men and women).
4. Lunchroom facilities and/or a furnished faculty lounge, separate from the students, where a vending machine may be installed. This room may not be used for other purposes.
5. A system whereby teachers can expeditiously communicate with the main office in an emergency.

6. The Board will provide parking facilities on school grounds for teachers unless off-street parking is available in close proximity to the school.

Where facilities are not available now and where providing the same would require the re-design of a new or existing building, the administration of the school will work with the teachers in providing such facilities.

Section 9.2 A teacher shall notify in writing his/her immediate supervisor of any conditions that he/she believes may be unsafe or hazardous or which he/she believes may endanger his/her health or safety. The Administration shall investigate any such report promptly and shall notify the teacher and the Association of the results of any such investigation.

Article X – Maintenance of Standards

This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein. The duties of any teacher or the responsibilities of any position in the Teachers' Unit will not be substantially altered or increased without discussion with the teacher who may request the assistance of the HEA.

Article XI– Miscellaneous

Section 11.1 School Visitors

- a. The Board and the HEA agree that parents or guardians of students who attend the schools are not only welcome to the public schools but also shall be encouraged to visit such schools. However, such visits should be conducted in such a way so as not to interrupt the educational program.
- b. The procedure for visits of parents, guardians, and/or others in a particular school shall be established by the principal in accordance with the Superintendent's general policy with respect thereto, but only after consultation with and advice from the faculty of that school.
- c. The provisions of this section are stated as a matter of policy, and are not subject to the grievance procedure.

Section 11.2 Teacher Directory

- a. Each teacher shall have access to a Teacher Directory including names, addresses, and phone numbers of staff members.
- b. As early in the school year as possible, the HEA will be provided with a manual which gives the names, addresses and phone numbers of all members of the professional staff.

Section 11.3 Personal Data Statement

Prior to November 1, each teacher will be provided with a statement of his/her accumulated sick leave and personal days.

Section 11.4 Summer School

- a. The Board shall determine annually whether a summer school is to be held.
- b. If such is held, the following conditions will prevail:
 1. Teachers from the previous year's public summer school shall be given preference in summer school positions in their certified areas, if their evaluations show satisfactory performances.
 2. Teachers from the previous year's regularly appointed staff shall be given opportunities to fill vacancies in their certified areas which exist in the faculty of the summer school. Length of service and qualifications for the particular vacancy shall determine who is chosen for the vacancy.
 3. The regular teaching staff will be notified of vacancies in the summer school faculty by May 15 of any year. Teachers selected for summer school will be notified by June 1 annually.

Section 11.5 Adult Education

Preference shall be given to qualified teachers in the system who apply for positions in the adult education program. Known or anticipated vacancies shall be posted by September 15.

Section 11.6 Pupil Evaluation

- a. The evaluation and/or grade given to a pupil for the completion of an assigned task pursuant to the study of a required or elective subject in the curriculum taught by the teacher, or an approved extra-curricular activity under the supervision of the teacher, is the teacher's indication of the quality and effort of performance by the pupil in relation to the particular task or activity.
- b. The teacher shall be considered to be the expert in evaluating the pupil's work, and the integrity of the teacher shall be respected in grading the work of the pupil. The evaluation and/or grade given by the teacher shall not be changed by another person, except as provided for in 11.6(d) below.
- c. In the event that the evaluation and/or grade should be challenged by the pupil and/or his/her parent(s), and after appropriate conference it appears that all factors involved in the performance of the pupil may not have been known or taken into consideration by the teacher, the teacher has the prerogative and duty to raise or lower such evaluation and/or grade in accordance with all factors involved.
- d. The parent and/or student has the right to appeal the decision to the Superintendent's office. If the Superintendent changes a mark or evaluation, the teacher's name shall be deleted from the permanent record. If identification of the teacher is required by the Connecticut Department of Education or the United States Department of Education, the teacher's name may be provided by the Board.
- e. No minimum limitations shall be set on the number who pass or fail, but every teacher will be expected to give all possible assistance and encouragement to pupils whose work may be below passing standards and to challenge those who may be finding the work too easy.
- f. The provisions of this Section are stated as a matter of policy, and are not subject to the grievance procedure.

Section 11.7 Residual Rights

The work of any teacher developed on his/her own time will be used outside of the school system only with the consent of the individual teacher.

Section 11.8 Operational Agreements

- a. The HEA and the Board agree that this Agreement represents the complete agreement between the parties concerning all conditions of employment and salaries of teachers for the duration of this Agreement.
- b. Individual contracts with teachers shall be consistent with the provisions of this Agreement.
- c. The Board and the HEA shall comply with all State and Federal laws applicable to the collective bargaining process.
- d. The terms "teacher" and "employee" as used in this Agreement, except where otherwise indicated, are considered to apply to the regular certified employees referred to in Article I.
- e. Whenever written notice is required to be given herein, such notice shall be given by letter to the last address of the person as contained in the files of the Board of Education.

Article XII– Amendments to the Agreement

With regard to matters not covered by this Agreement, the Board agrees to make no changes in existing working conditions without prior consultation with the HEA.

Article XIII– Duration

The provisions of this Agreement shall be effective as of July 1, 2019, and shall continue to remain in full force and effect to and including June 30, 2022; and during such term; no further conditions of employment or other matters shall be negotiated by the parties without the express consent of both parties.

Article XIV– Severability

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

Article XV– Salary Schedules

Section 15.1 General Schedules

HAMDEN BOARD OF EDUCATION SALARY SCHEDULE 2019-2020

2019-2020 Teachers Salary Grid					
Step	BA	MA	6th Year	6th +30	6th +45
2	43,856	47,700	52,827	55,389	58,226
3	46,421	50,263	55,389	57,951	59,813
4	48,397	52,659	57,375	59,752	61,449
5	49,723	54,102	58,955	61,394	63,131
6	51,365	55,785	60,558	63,067	64,859
7	53,750	58,047	62,215	64,793	66,635
8	55,895	59,944	64,245	67,105	68,771
9	58,047	62,101	66,388	69,244	71,163
10	59,943	64,005	68,299	71,145	73,112
11	62,093	66,150	70,442	73,088	75,453
12	64,406	68,581	72,781	75,643	78,032
13	69,027	73,282	77,828	80,884	83,221
14	73,649	77,984	82,874	86,126	88,410
14a	78,204	82,711	87,929	91,381	93,705
15	85,135	89,947	95,652	99,409	101,842

Effective July 1, 2019, all teachers shall advance one step to the next higher numbered step on the salary schedule. All teachers on step 14 on the 2018-2019 salary schedule shall advance to step 14a on the 2019-2020 salary schedule.

Master's Equivalent: 30 credits beyond Bachelor's in a program approved by the Superintendent

6th Year Equivalent: 30 credits beyond Master's in a program approved by the Superintendent

Sixth Year or Equivalent is referred to by colleges as: Certificate of Advanced Study or "CAS"

The above course work or degree programs should be in the area in which the teacher is teaching or has taught or in the field of education. Other course work or degree programs should be approved by the Superintendent.

Sixth Year equivalent and 30 credits shall receive a \$1,000 stipend, above the appropriate sixth year or equivalent salary step. This stipend shall be added to their annual salary.

Holders of a doctorate degree shall receive a \$1,000 stipend above the appropriate sixth year and 45 credit salary step. This stipend shall be added to their annual salary.

HAMDEN BOARD OF EDUCATION SALARY SCHEDULE 2020-2021

2020-2021 Teachers Salary Grid					
Step	BA	MA	6th Year	6th +30	6th +45
2	43,856	47,700	52,827	55,389	58,226
3	46,421	50,263	55,389	57,951	59,813
4	48,397	52,659	57,375	59,752	61,449
5	49,723	54,102	58,955	61,394	63,131
6	51,365	55,785	60,558	63,067	64,859
7	53,750	58,047	62,215	64,793	66,635
8	55,895	59,944	64,245	67,105	68,771
9	58,047	62,101	66,388	69,244	71,163
10	59,943	64,005	68,299	71,145	73,112
11	62,093	66,150	70,442	73,088	75,453
12	64,406	68,581	72,781	75,643	78,032
13	69,027	73,282	77,828	80,884	83,221
14	73,649	77,984	82,874	86,126	88,410
14a	78,204	82,711	87,929	91,381	93,705
15	86,157	91,026	96,800	100,602	103,064

Effective July 1, 2020 all teachers will advance one step on the salary schedule. All teachers on step 14 on the 2019-2020 salary schedule shall advance to step 14a on the 2020-2021 salary schedule.

Master's Equivalent: 30 credits beyond Bachelor's in a program approved by the Superintendent

6th Year Equivalent: 30 credits beyond Master's in a program approved by the Superintendent

Sixth Year or Equivalent is referred to by colleges as: Certificate of Advanced Study or "CAS"

The above course work or degree programs should be in the area in which the teacher is teaching or has taught or in the field of education. Other course work or degree programs should be approved by the Superintendent.

Sixth Year equivalent and 30 credits shall receive a \$1,000 stipend, above the appropriate sixth year or equivalent salary step. This stipend shall be added to their annual salary.

Holders of a doctorate degree shall receive a \$1,000 stipend above the appropriate sixth year and 45 credit salary step. This stipend shall be added to their annual salary.

HAMDEN BOARD OF EDUCATION SALARY SCHEDULE 2021-2022

2021-2022 Teachers Salary Grid					
Step	BA	MA	6th Year	6th +30	6th +45
2	43,856	47,700	52,827	55,389	58,226
3	46,421	50,263	55,389	57,951	59,813
4	48,397	52,659	57,375	59,752	61,449
5	49,723	54,102	58,955	61,394	63,131
6	51,365	55,785	60,558	63,067	64,859
7	53,750	58,047	62,215	64,793	66,635
8	55,895	59,944	64,245	67,105	68,771
9	58,047	62,101	66,388	69,244	71,163
10	59,943	64,005	68,299	71,145	73,112
11	62,093	66,150	70,442	73,088	75,453
12	64,406	68,581	72,781	75,643	78,032
13	69,027	73,282	77,828	80,884	83,221
14	73,649	77,984	82,874	86,126	88,410
14a	78,204	82,711	87,929	91,381	93,705
15	87,199	92,127	97,971	101,819	104,311

Effective July 1, 2021 all teachers will advance one step on the salary schedule. All teachers on step 14 on the 2020-2021 salary schedule shall advance to step 14a on the 2021-2022 salary schedule.

Master's Equivalent: 30 credits beyond Bachelor's in a program approved by the Superintendent

6th Year Equivalent: 30 credits beyond Master's in a program approved by the Superintendent

Sixth Year or Equivalent is referred to by colleges as: Certificate of Advanced Study or "CAS"

The above course work or degree programs should be in the area in which the teacher is teaching or has taught or in the field of education. Other course work or degree programs should be approved by the Superintendent.

Sixth Year equivalent and 30 credits shall receive a \$1,000 stipend, above the appropriate sixth year or equivalent salary step. This stipend shall be added to their annual salary.

Holders of a doctorate degree shall receive a \$1,000 stipend above the appropriate sixth year and 45 credit salary step. This stipend shall be added to their annual salary.

Section 15.2 Hourly Pay

- a. Summer school teachers - \$40.00.
- b. Homebound teachers - \$35.00.
- c. Teachers involved in summer workshops - \$40.00.
Teachers who desire to attend professional development in the summer that is not at the behest of the district may accept compensation that is less than \$35.00 per hour (inclusive of professional development opportunities where no remuneration is offered). The acceptance of less than \$35.00 per hour would be voluntary on the part of the teacher.
- d. The Administration will, whenever possible, hold PPT meetings during the school day. There shall be no payment for meetings held at other times.
- e. Teachers involved in rehearsals and/or preparations for public programs - \$40.00.
- f. Teacher-trainers - \$40.00. Per hour defined as a 2:1 ratio of preparation time to length of workshops.
- g. Independent Study Instructors (at Hamden High School) - \$40.00.
- h. TEAM Reflection Paper Reviewer - \$50.00 per paper.
- i. Hamden Middle School Late Bus Duty - \$35.00.
- j. Curriculum Writing - \$45.00
- k. Hamden High School Office Detention Duty (after school) - \$35.00.

Section 15.3 Advancement on the Salary Schedule

Teachers who are employed prior to February 1 shall be entitled to a step increase for the following year. Teachers employed after February 1 shall not be entitled to a step increase. Effective for teachers employed after July 1, 1987.

Section 15.4 Extra-Load Remuneration

Teachers asked to teach classes above their required class load shall receive an annual stipend of \$10,000 for teaching such class during his/her preparation time. This stipend shall be prorated for classes that are less than full-year classes. This provision shall neither change nor apply to the established practice of providing additional compensation to teachers who teach more than five (5) class sessions weekly as part of a regular class assignment. Extra-load opportunities shall be offered on a rotating basis based on seniority (within departments), starting with the most senior faculty member, with the approval of the Building Administrator. Such approval shall not be unreasonably withheld.

Section 15.5 Salary Adjustment For Change In Degree Status

Any teacher receiving a change in degree status will be placed on the appropriate salary step at the first paycheck of the school year or if notice occurs after the first paycheck of the year but prior to February 1, at the first paycheck in February. It shall be the teacher's responsibility to file all validating original transcripts and/or credentials in the office of the administrator in

charge of personnel functions. This must be done no later than one month after the effective date of increased salary recognition.

Section 15.6 Adult Education/Evening High School Teachers

Adult Education teachers who are full time teachers employed by Hamden Board of Education will be paid as follows:

	<u>2019-2022</u>
	School Years
	\$34.39
Coordinator	\$38.18
	<i>Released time may be arranged for this position.</i>

Article XVI - Fringe Benefits

Section 16.1 Premium Co-Payment

- a. Teachers will contribute 14% of the applicable premium cost of their medical insurance under Section 16.2 (attached as Appendix A) and 16.3 of this Article (attached as Appendix B). The contribution shall increase to 15% effective in 2020-21 and 16% effective 2021-22. Such payment shall be made via payroll deduction. The Board will make available an Internal Revenue Code Section 125 program which will allow premium contributions to be made on a pre-tax basis. In addition the Board will provide a Flexible Spending Account so as to allow dental and dependent care expenses to be treated in the same way.
- b. The health care premium cost shall be calculated from the rates defined as follows: the expected claims plus the stop loss and administrative fee annually adjusted for claim fluctuation and claim cost including the dental premium, apportioned by class.
- c. Payroll adjustments for all contributions mentioned above shall be made on a pro rata basis and deducted over the twenty-one (21) pay period schedule as developed by the administration.

Section 16.2 Health Care

The Board shall provide a high deductible health insurance plan consistent with that set out as Appendix A and includes the following provisions:

- a. Plan year deductible of \$2,000 for individuals, \$4,000 for families.
- b. The Board will deposit 65% of the deductible amount in a Health Savings Account for eligible employees. This percentage is reduced to 60% in 2020-2021, and 55% in 2021-2022. The entire deposit will be made on July 1 in 2019-2020, and 50% of deposit will be made on July 1 and January 1 respectively in 2020-2021 and 2021-2022.
- c. After the deductible is satisfied, in-network services will be covered at 100%, except that prescription drugs will be subject to copayments of \$5/\$25/\$40 for generic, brand preferred and brand non-preferred drugs, up to the stated in-network out-of-pocket maximum.
- d. After the deductible is satisfied, out-of-network services will be covered at 80% of reasonable and customary charges for such services, up to the stated out-of-network out-of-pocket maximums.

- e. Out-of-pocket maximums shall be as follows:
 - In-network: \$3,000/\$6000
 - Out-of-network: \$4,000/\$8,000
- f. Teachers not eligible to have a Health Savings Account shall participate in a Health Reimbursement Account.
- g. Personal contribution amounts may be changed up to twice/year.
- h. Maintenance fees paid by the Board per Benefit Wallet.
- i. The Board shall post the respective current rates for the available insurance plans on its website at least two weeks prior to the annual election at reenrollment.

Section 16.3 Insurance

- a. Life Insurance - \$45,000 term life.
- b. Blue Cross Flex Dental Plan (Appendix B) including Type I, Preventative Services; Type II, Basic Services; Type III, Major Services.

Section 16.4 Insurance Waiver

- a. Notwithstanding 16.1 and 16.2 above, teachers who do not otherwise have access through a spouse to health insurance coverage provided by the Town of Hamden or the Board of Education may elect to waive all Blue Cross and Blue Shield coverage and in lieu thereof, to receive a payment of \$1,000.00. The Board reserves the right to increase the amount of this incentive payment after consultation with the Association. Payment to those employees waiving coverage will be made on a pro-rated basis each month during the school year.
- b. Where there is a change in a teacher's status such as, but not limited to, change in the spouse's employment or changes in the spouse's benefit program, the waiver may, by written notice to the Board of Education, be revoked. Upon receipt of revocation of the waiver, coverage by Blue Cross and Blue Shield shall be subject to any regulations or policy restrictions, including waiting periods, which may then be in effect. Depending upon the effective date of coverage, appropriate financial adjustments shall be made between the teacher and the Board so as to insure that the pro-rated basis in Section (a) above was accurate.
- c. Notice per 16.4a., above must be sent by June 15th of the previous school year.
- d. Payment of the insurance waiver, shall be subject to an I.R.S. Section 125. The Board will make available an Internal Revenue Code Section 125 Program which will premium reimbursement only for those electing to waive their benefits.

Section 16.5 In-Service Education

An in-service program designed to foster professional growth will be conducted by the school system, local staff and cooperating colleges and universities.

Section 16.6 Benefits For Retirees

The following provisions apply only to teachers employed prior to the 1999-2000 school year. The Board reserves the right to offer an incentive of \$2,500 to eligible retirees to waive the benefits set forth below.

The Board shall provide health insurance coverage for those teachers who retire with twenty (20) years of service in the Hamden Public Schools in accordance with the same plan that is provided for teachers who are actively employed. This coverage shall also be provided for the teacher's spouse and eligible dependents (dependents as defined by the carrier). Benefits will continue for the spouse and eligible dependents as defined by the carrier, after the death of the retired employee. If the spouse remarries, the spouse no longer will receive this benefit. Any employee hired after July 1, 1989, shall receive the individual benefits only, and the Board shall not bear the cost of providing benefits for employee's spouse or dependents. Participating employees shall contribute a percentage of the applicable premium cost as follows. The insurance subsidy provided by the Teachers' Retirement Board shall be applied first to pay for Medicare B, if applicable. The subsidy (or remaining portion thereof) shall then be applied to reduce the cost of the applicable insurance plan. The retired employee shall then make a percentage premium contribution on the remaining cost of the applicable plan at the same percentage that applies to active employees at the time of retirement (e.g. 10% in 2002-2003). This percentage premium contribution shall not increase in future years.

All Medicare-eligible retirees shall be required to access Medicare as their primary payor, and the Hamden plan shall be a secondary payor in excess of Medicare A and B for such employees. When employees reach age sixty-five (or otherwise may be eligible for Medicare), the Hamden plan will only provide benefits that are not available through Medicare unless the employee affirmatively establishes that he/she is not eligible for Medicare.

Section 16.7 Longevity

The longevity schedule outlined will be in force on the following schedule July 1, 2019-June 30, 2022:

1. After 15 years service - \$258;
2. After 20 years service - \$517;
3. After 23 years service - \$688;
4. After 25 years service - \$917;
5. After 27 years service - \$1,061;
6. After 29 years service - \$1,205;
7. After 31 years service - \$1,462;
8. After 33 years service - \$1,635;
9. After 35 years service - \$1,778.

Longevity will be paid on the above schedule for service in Hamden only. Longevity payments shall be made in the second paycheck of the subsequent school year for those teachers actively employed on that date.

Section 16.8 Severance Pay

Severance pay will be paid employees who retire with twenty (20) years of service in the town of Hamden at the rate of \$150 per year with a maximum not to exceed fifteen (15) years.

Section 16.9 Change in Carrier

The Board reserves the right to change insurance carriers for any of the coverages stated above, provided that the new coverage and administration is substantially equivalent to the previous plan. Thirty (30) days prior to any changes the HEA shall be notified and provided with the changes for their review prior to implementation.

Section 16.10 IRS Section 457 Plan

The Board will establish and maintain an IRS Section 457 plan for teachers, provided that any administrative costs of such plan shall be borne by the participants.

ARTICLE XVII-MISCELLANEOUS COMPENSATION**Section 17.1 STIPEND POSITIONS**

- ❖ All stipend positions should be posted and applied for annually.
- ❖ Teacher(s) and /or administrators cannot change the number of advisors per position
- ❖ No stipend position can be performed in lieu of a duty.
- ❖ Only one stipend per teacher, except if a position cannot be filled, then a teacher may be granted a second position or if special training/experience is required.
- ❖ Prior to the end of May, club advisors must submit attendance records, minutes from meetings/activities and a summary of accomplishments. These documents are to be submitted to the Human Resources Office.

ARTICLE XVII-MISCELLANEOUS COMPENSATION

Section 17.1 STIPEND POSITIONS

	Percent of	\$87,196
Elementary Teachers in charge (1) per bld.		4.2
IAQ/Tools for School Advisor (1)		1.0
Faculty Manager - Athletics – Hamden High (1)		6.8
Bank Accountant:	(a) High School (1)	8.0
	(b) Middle School (1)	6.0
DECCA–Green Dragon - HHS Enterprises Advisor (1)		7.0
Theatre Director	(a) High School (1)	4.0 (max 3 productions)
	(b) Middle School (1)	3.5 (max 2 productions)
Theatre Producer Advisor HHS (1)		2.0
Debate Coach-High School (1)		3.5
YES – Young Educators Society		
	(a) High School (1)	1.0
	(b) Middle School (1)	1.0
Advisor to Student Newspaper:		
	(a) High School (2)	2.6 each
	(b) Middle School (1)	1.5
Yearbook Advisors		
	(a) High School (2)	4.0 each
	(b) Middle School (1)	2.5
National Honor Society - HHS (2)		1.3 each
	HMS (2)	1.3 each
Peer Orientation – HMS (2)		1.2 each
Student Council Advisor:		
	(a) High School (1)	2.6
	(b) Middle School (1)	2.6
Class Sponsors HHS:		
	9th Grade (2)	1.4 each
	10th Grade (2)	1.9 each
	11th Grade (2)	2.3 each
	12th Grade (2)	2.7 each
AP Coordinator HHS (1)		7.0
Independent Study Coordinator HHS (1)		3.0
Video Yearbook HHS (1)		2.6

Marching Band/Color Guard HHS (1)	7.0
Marching Band HMS(2)	.4 each
TEAM Advisor (1)	4.8
TEAM Assistant Advisor (1)	2.0
Math Team Advisor (1) HHS	2.4
Science Bowl Advisor (2) HHS	2.1 each
Chemical Lab Co-Supervisors (a) HHS (2)	3.0 each
Chemical Lab Supervisor (b) HMS (1)	3.0
Technology Coach	
(a) High School (1)	2.0
(b) Middle School (1)	2.0
Robotics (1) HHS	4.0
Math Coach HMS (1)	2.4
Hamden Musical Production: (1 production per year)	
(a) Vocal Director HHS (1)	2.0
(b) Music Director HHS (1)	2.0
(c) Musical Producer HHS (1)	1.0
(d) Vocal Director HMS (1)	1.5
(e) Music Director HMS (1)	1.5
Hamden High School Chamber Choir (1)	1.2
Jazz Band Director	
(a) High School (1)	2.0
(b) Middle School (1)	2.0
Mock Trial	
(a) High School (1)	2.5
(b) Middle School (1)	2.5
Human Relations	
(a) High School (1)	4.0
(b) Middle School (2)	2.0 each
BHSU (1) HHS	4.0
Asian Pride Club (1) HHS	1.0
STOPP (1) HHS	1.0
Spanish Club (1) HHS	1.0
After Prom Sponsors (1) HHS	2.2
SADD (1) HHS	2.2

Section 17.2 High School and Middle School Coaches

Percent of \$87,196

HIGH SCHOOL-HEAD COACHES COACHING/ATHLETIC POSITIONS FALL

Football Head Coach (1)	9.3
Assistants (5)	5.4 each
Girls Swim Head Coach (1)	7.9
Assistant (1)	4.3
Girls Soccer Head Coach (1)	7.9
Assistant (1)	4.3
Boys Soccer Head Coach (1)	7.9
Assistant (1)	4.3
Girls Badminton Head Coach (1)	5.0
Girls Volleyball Head Coach (1)	6.5
Assistant (1)	4.3
Girls Cross Country Head Coach (1)	5.5
Boys Cross Country Head Coach (1)	5.5
Girls Field Hockey Head Coach (1)	6.5
Assistant (1)	4.3

WINTER

Girls Basketball Head Coach (1)	7.9
Assistants (2)	4.3 each
Boys Basketball Head Coach (1)	7.9
Assistants (2)	4.3 each
Boys Swimming Head Coach (1)	7.9
Assistant (1)	4.3
Boys Indoor Track Head Coach (1)	5.5
Assistant (1)	4.3
Girls Indoor Track Head Coach (1)	5.5
Assistant (1)	4.3
Girls Ice Hockey Head Coach (1)	7.9
Assistant (1)	4.3
Boys Ice Hockey Head Coach (1)	7.9
Assistants (2)	4.3 each
Girls Gymnastics Head Coach (1)	5.5

SPRING

Boys Baseball Head Coach (1)	8.6
Assistants (2)	4.7 each
Girls Softball Head Coach (1)	8.6
Assistants (2)	4.3 each
Boys Track Head Coach (1)	7.9
Assistant (1)	4.3
Girls Track Head Coach (1)	7.9
Assistant (1)	4.3
Girls Tennis Head Coach (1)	5.5
Boys Tennis Head Coach (1)	5.5
Boys Lacrosse Head Coach (1)	6.5
Assistant (2)	4.3 each
Girls Lacrosse Head Coach (1)	6.5
Assistant (2)	4.3 each
Golf Head Coach (1)	5.5

ALL YEAR

Pep Squad (1)	1.0
Cheerleader Head Coach (1)	2.9
Dance Team Advisor (1)	6.5
Dance Team Assistant (2)	4.3 each

MIDDLE SCHOOL HEAD COACHES COACHING/ATHLETIC POSITIONS

Boys Football (1)	2.9
Boys Football Assistant	1.7
Boys Soccer (1)	2.9
Girls Soccer (1)	2.9
Boys Basketball (1)	2.9
Girls Basketball (1)	2.9
Girls Softball (1)	2.9
Boys Baseball (1)	2.9

Section 17.3 Intramural Instructors

HIGH SCHOOL

Fall Season (8 weeks)	1.7
Winter Season (8 weeks)	1.7
Spring Season (8 weeks)	1.7

MIDDLE SCHOOL

Fall Season (8 weeks)	1.2
Winter Season (8 weeks)	1.2
Spring Season (8 weeks)	1.2

Intramural Coordinator	3.5
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Section 17.4 Department Chairpersons

	Percent of	\$92,728
Department Chair base stipend		5.0%
Department Chair without director	additional	2.0
Additional Grade Level responsibilities	additional	0.5

High School/Middle School Curriculum Leaders

Percent of	\$87,196
	3.4%

Section 17.5 Team Leaders

	Percent of	\$87,196
Team Leaders - HHS	4.2 each	
HMS	6.0 each	

Article XVIII - Reduction in Force

In the event it becomes necessary to reduce the number of teachers due to declining enrollment, program elimination or reduction, or to reduce the number of teachers in a given subject area or program, or eliminate or consolidate positions, the Board shall consider mitigating the effect of any potential reduction in force through voluntary retirements and voluntary resignations. Should reductions remain necessary, the Board shall follow the procedures listed below:

1. Teachers not holding a regular Connecticut teaching certificate will be laid off first, provided there are fully certified and qualified teachers to replace them and perform all the needed duties of the laid-off teacher.
2. If further reduction is necessary, pre-tenured teachers with the least number of years of service in the Hamden Public School System will be laid off first, provided there are remaining fully certified and fully qualified teachers to replace them and perform all the needed duties of the laid-off teachers.
3. If still further reduction is necessary, tenured teachers with the least number of continuous years of teaching experience in the Hamden Public School System will generally be laid off first as set forth in Section 5, provided there are fully certified and fully qualified teachers to replace them and perform all the needed duties of the laid-off teachers.

4. The order of teacher reduction among teachers in the certification area being reduced shall be:
 - a. Temporary employees (i.e. long term substitutes, holders of durational shortage area permits (or such successor temporary authorization as may be adopted).
 - b. Pre-tenured teachers, according to seniority in the school system.
 - c. Tenured teachers, according to the following procedures set forth in paragraph 5 below:
5. In reaching a decision, the following criteria will be observed in identifying tenured teacher(s) for layoff:
 - a. Seniority, i.e., the least senior teacher in the certification area affected will be identified for layoff, subject to rights such teacher may have to bump into another certification as set forth in Section 5(c) below. If the layoff of a particular teacher would result in a program or course of study being substantially altered or completely eliminated, however, the teacher serving in such program or course of study shall be deemed most senior and shall not be laid off.
 - b. When a teacher has a FTE (full time equivalent) status of less than 1.0, seniority will be accrued on a pro-rata basis (.6 FTE x 10 years service = 6 years within same accumulated seniority and .1 FTE x 10 years service = 1 year). Seniority accumulated prior to July 1, 1989 will not be affected.
 - c. Should a teacher identified for layoff have certification in another area in which one or more assigned teachers are less senior, that teacher shall be permitted to displace the least senior teacher in that other certification area, provided that such teacher seeking to displace the least senior teacher has taught in that certification area in Hamden in the preceding ten (10) years. Any teacher thus displaced with then be considered for layoff in accordance with this procedure.
6. Teachers shall be recalled by seniority to the first vacancy for which they are certified and have had previous experience in the Hamden Public School System in the preceding ten (10) years. Eligibility for recall is limited to fourteen (14) months (two hiring seasons).
7. New teachers will not be hired by the Board until all laid-off teachers eligible for recall have been rehired or have declined the opening.
8. "Seniority" as used in this Article shall be determined by the date and time on which a teacher signs his or her contract commencing continuous employment in Hamden. In the event a tie exists in the seniority totals of two or more teachers potentially affected by reduction in force, the following shall be used to determine who shall be separated:
 1. Total number of years in the teaching profession, if a tie still exists.

2. The total number of graduate courses completed, as of the effective date of RIF, if a tie still exists.

Article XIX- Faculty Senate

Upon the majority vote of the faculty of any given school, a faculty senate shall be established according to guidelines agreed to by the HEA and Board of Education.

Article XX- Non-Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, religion, marital status, race, color, creed, national origin, physical or mental disability, sexual orientation, gender identity or expression, genetic information or other characteristics protected by applicable law. Given administrative and judicial remedies otherwise available, the provisions of this paragraph are subject to the grievance procedure up to Step Two.

Your summary of benefits

APPENDIX A

Anthem® BlueCross and BlueShield

Your Plan: Anthem Century Preferred PPO CGHSA7119 Rx \$5/\$25/\$40

Your Network: Century Preferred

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Evidence of Coverage (EOC), the Evidence of Coverage (EOC), will prevail.

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Overall Deductible <i>See notes section to understand how your deductible works. Your plan may also have a separate Prescription Drug Deductible. See Prescription Drug Coverage section.</i></p>		<p>\$2,000 person / \$4,000 family</p>
<p>Out-of-Pocket Limit <i>When you meet your out-of-pocket limit, you will no longer have to pay cost-shares during the remainder of your benefit period. See notes section for additional information regarding your out of pocket maximum.</i></p>	<p>\$3,000 person / \$6,000 family</p>	<p>\$4,000 person / \$8,000 family</p>
<p>Preventive care/screening/immunization <i>In network preventive care is not subject to deductible, if your plan has a deductible.</i></p>	<p>No charge</p>	<p>20% coinsurance after deductible is met</p>
<p>Doctor Home and Office Services</p> <p>Primary Care Visit to treat an injury or illness</p> <p>Specialist Care Visit</p> <p>Routine Prenatal Care</p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Routine Postnatal Care</p>	<p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p>
<p>Other Practitioner Visits:</p> <p>Retail Health Clinic</p> <p>On-line Visit <i>Live Health Online is the preferred telehealth solutions (www.livehealthonline.com).</i></p> <p>Acupuncture <i>Coverage is limited to Pain Management.</i></p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>
<p>Other Services in an Office:</p> <p>Allergy Testing</p> <p>Chemo/Radiation Therapy</p> <p>Dialysis/Hemodialysis</p> <p>Prescription Drugs <i>For the drugs itself dispensed in the office through infusion/injection.</i></p>	<p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p>

Your Summary of Benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Diagnostic Services</p> <p>Lab:</p> <p>Office</p> <p>Freestanding/Site-of-Service Lab</p> <p>Outpatient Hospital</p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>
<p>X-Ray:</p> <p>Office</p> <p>Freestanding/Site-of-Service Radiology Center</p> <p>Outpatient Hospital</p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>
<p>Advanced Diagnostic Imaging: <i>Imaging services include MRI, MR-4, CAT, CT-4, PET, and SPECT scans.</i></p> <p>Office</p> <p>Freestanding/Site-of-Service Radiology Center</p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>

Your Summary of Benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Outpatient Hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Emergency and Urgent Care Urgent Care	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Emergency Room Facility Services	0% coinsurance after deductible is met	Covered as In-Network
Emergency Room Doctor and Other Services	0% coinsurance after deductible is met	Covered as In-Network
Ambulance Transportation	0% coinsurance after deductible is met	Covered as In-Network
Outpatient Mental/Behavioral Health and Substance Abuse Doctor Office Visit and Online Visit	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Facility visit: Facility Fees	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Doctor Services	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Outpatient Surgery Facility Fees: Hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met

YOUR SUMMARY OF BENEFITS

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Freestanding Surgical Center</p> <p>Doctor and Other Services:</p> <p>Hospital</p> <p>Freestanding Surgical Center</p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>
<p>Hospital Stay (all Inpatient stays including Maternity, Mental/Behavioral Health, Substance Abuse, Infertility, Hospice and Human Organ and Tissue Transplant services):</p> <p>Facility fees (for example, room & board)</p> <p>Doctor and other services</p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>
<p>Recovery & Rehabilitation</p> <p>Home Health Care <i>Coverage is limited to 200 visits per benefit period & 80 of those visits can be Home Health Aide visits. Limit is combined In-Network and Non-Network.</i></p> <p>Rehabilitation services (for example, physical/speech/occupational therapy):</p> <p>Office <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, chiropractic and speech therapy combined is limited to 50 visits per benefit period. Limit is combined across professional visits and outpatient facilities. Limit is combined In-Network and Non-Network.</i></p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>

Your Summary of Benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Outpatient Hospital <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, chiropractic and speech therapy combined is limited to 50 visits per benefit period. Limit is combined across professional visits and outpatient facilities. Limit is combined In-Network and Non-Network.</i></p>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<p>Cardiac rehabilitation</p> <p>Office</p> <p>Outpatient Hospital</p>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<p>Skilled Nursing Care (in a facility) <i>Coverage is limited to 120 days per benefit period. Limit is combined In-Network and Non-Network.</i></p>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<p>Hospice</p>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<p>Durable Medical Equipment <i>Coverage for hearing aids is limited to 1 per ear every 2 years.</i></p>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<p>Prosthetic Devices <i>Mandatory coverage of a wig if prescribed by a licensed oncologist for a patient who suffers hair loss as a result of chemotherapy. Member cost share for prosthetic arms, legs and microprocessors is 20% coinsurance after deductible when In-Network.</i></p>	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Your summary of benefits

Covered Prescription Drug Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Pharmacy Deductible</p>	<p>Combined with medical deductible</p>	<p>Combined with medical deductible</p>
<p>Pharmacy Out of Pocket</p>	<p>Combined with medical out of pocket maximum</p>	<p>Combined with medical out of pocket maximum</p>
<p>Prescription Drug Coverage <i>National Drug List</i> <i>This product has a 30-day Retail Supply available. And a 90 day supply is available via the Home Delivery program.</i></p>		
<p>Tier 1 - Typically Generic <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program).</i></p>	<p>\$5 copay per prescription after deductible (retail only). \$10 copay per prescription after deductible (home delivery only).</p>	<p>20% coinsurance after deductible (retail and home delivery).</p>
<p>Tier 2 – Typically Preferred Brand <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program).</i></p>	<p>\$25 copay per prescription after deductible (retail only). \$50 copay per prescription after deductible (home delivery only).</p>	<p>20% coinsurance after deductible (retail and home delivery).</p>
<p>Tier 3 - Typically Non-Preferred Brand <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program).</i></p>	<p>\$40 copay per prescription after deductible (retail only). \$80 copay per prescription after deductible (home delivery only).</p>	<p>20% coinsurance after deductible (retail and home delivery).</p>

Your summary of benefits

tes:

- The family deductible and out-of-pocket maximum are non-embedded meaning the cost shares of all family members apply to one shared family deductible and one shared family out-of-pocket maximum. The individual deductible and individual out-of-pocket maximum only apply to individuals enrolled under single coverage
- Your coinsurance and deductible count toward your out of pocket amount.
- For additional information on this plan, please visit sbc.anthem.com to obtain a "Summary of Benefit Coverage".
- If your plan includes out of network benefits, all services with calendar/plan year limits are combined both in and out of network.
- If your plan includes out of network benefits and you use a non-participating provider, you are responsible for any difference between the covered expense and the actual non-participating providers charge. When receiving care from providers out of network, members may be subject to balance billing in addition to any applicable copayments, coinsurance and/or deductible. This amount does not apply to the out of network out of pocket limit.

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Questions: or visit us at www.anthem.com

CT/IG/Anthem Century Preferred PPO CGHSA7119 Rx \$5/\$25/\$40/07-19

Get help in your language

Curious to know what all this says? We would be too. Here's the English version:

If you have any questions about this document, you have the right to get help and information in your language at no cost. To talk to an interpreter, call

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

(TTY/TDD: 711)

Arabic (العربية): إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. لتتحدث إلى مترجم، اتصل على

Armenian (հայերեն). Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով :

Chinese(中文): 如果您對本文件有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與譯員通話，請致電。

Farsi (فارسی): در صورتی که سوالاتی پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون هیچ هزینه ای به زبان مادری‌تان دریافت کنید. برای گفتگو با یک مترجم شفاهی، با شماره تماس بگردید.

French (Français): Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le .

Haitian Creole (Kreyòl Ayisyen): Si ou gen nenpòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele .

Italian (Italiano): In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero .

Japanese (日本語): この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。通訳と話すには、
にお電話ください。

Korean (한국어): 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면 문의하십시오.

Navajo (Diné): Dú naalt'ood biká'ígíí lahgo bina'idilkidgo ná bohón'eedzá dóó bee ahóót'i' t'áá ni nizaad k'ehjí bee nil hodoonih t'áadoo bááh ilnigóó. Ata' halne'ígíí la' bich'í' hadeedzih ninizingo kojí' hodolnih .

Polish (polski): W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer: .

Punjabi (ਪੰਜਾਬੀ): ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹੁੰਦੇ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲ ਮੁਫਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੁੰਦਾ ਹੈ। ਇੱਕ ਦੁਬਾਰੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, ਤੇ ਕਾਲ ਕਰੋ।

Russian (Русский): Если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с русским переводчиком, позвоните по тел. .

Spanish (Español): Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al .

Tagalog (Tagalog): Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag usap sa isang tagapagpaliwanag, tawagan ang .

Vietnamese (Tiếng Việt): Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi .

It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW, Room 509F, HHHH Building, Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at <https://www.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/dh/index.html>.

APPENDIX B

FLEX DENTAL PLAN

HOW IT WORKS

This dental plan provides coverage for a wide range of dental services up to individual maximum of \$2,000 per insured person per calendar year for the services listed below.

DIAGNOSTIC & PREVENTIVE SERVICES

Payable at 100% of usual, customary and reasonable charges at participating dentists:

- Initial oral exams - 1/36 months
- Periodic Oral exams – 2/Year
- Prophylaxis – 2/Year
- Topical application of fluoride - 2/Year to age 19
- Space maintainers to age 19
- X-rays
- Emergency Treatment
- Bacteriological Cultures
- Biopsy
- Palliative Treatment
- Sedative Fillings

BASIC SERVICES

Payable at 85% of usual, customary and reasonable charges at participating dentists:

- Fillings
- Endodontics
- Root canals
- Stainless steel crowns (Primary Teeth)
- Extractions
- Oral Surgery
- Repair of dentures – 1/Year
- Relining of dentures – 1/ 2 Years
- Recement crown
- Recement bridge
- Repair bridge
- Relining of Dentures
- General Anesthesia
- Periodontics
- Hemisection
- Apicoectomy & Retrograde Fillings
- Root Canal Therapy
- Pulpotomy
- Diagnostic Casts
- Scaling & Root Planning
- Provisional Splinting

Periodontal Applications
Root Recovery
Alveoplasty
Incision & Drainage
Cyst Removal
Pin Retention
Silicateplastic & Composite restorations

MAJOR SERVICES

Payable at 50% of usual, customary and reasonable charges at participating dentists:

Crowns - 1/Tooth/5 Years
Post and core - 1/Tooth/5
Inlays - 1/Tooth/5 Years
Prosthodontics - 1/Tooth/5 Years
Gold Inlays & Onlays
Gold Post & Core
Frenectomy
Occlusal Adjustment
Full Dentures
Partial Dentures
Fixed Bridge

Onlays - 1/Tooth/5 Years

Calendar Year Maximum :

\$2000 per person per calendar year
Applies to all three categories

PRINCIPAL LIMITATIONS AND EXCLUSIONS

Services received from a dental or medical department maintained by an employer, a mutual benefit association, labor union, trustee or other similar person or group; Services for which the member incurs no Dentists' Charge or which are services of a type ordinarily performed by a physician, or charges which would not have been made if insurance was not available; Services with respect to congenital malformations; Services, treatment or supplies furnished by or at the direction of any government, state or political subdivision; Any items not specifically listed in this Policy; Lost or stolen dentures or denture duplication; Gold foil restorations; Temporary services and appliances; such as crown or tooth preparations and temporary fillings, crowns, bridges and dentures; Application of sealants, regardless of reason; Services as determined by the company, that are rendered in a manner contrary to normal dental practice. A complete list of exclusions appears in the Master Group Policy on file with your employer or your Certificate of Membership.

This is not a legal policy or contract. It is only a general description of your Blue Cross & Blue Shield benefits. If there are discrepancies between the dental rider and this summary, the dental rider shall control.

Appendix C

Hamden Public Schools

Length of Student Day

Hamden High School	6 hours and 29 minutes
Hamden Middle School	6 hours and 34 minutes
Hamden Elementary School	6 hours and 49 minutes
Hamden Collaborative Learning Center	5 hours and 15 minutes

IN WITNESS WHEREOF, the parties hereunto executed by their proper officers, have hereunto set their hands.

HAMDEN EDUCATION ASSOCIATION

HAMDEN BOARD OF EDUCATION

BY: Diane Marinaro
Diane Marinaro
President
Hamden Education Association

BY: Chris Daur
Chris Daur
Chairperson
Hamden Board of Education

8-14-19

Date

Dan Wham
Witness
Wendy Ocone
Witness
[Signature]
Witness

[Signature]
Witness
Eric Brian August
Witness
[Signature]
Witness