

CONTRACT

BETWEEN

The NAUGATUCK TEACHERS' LEAGUE

AND

The NAUGATUCK BOARD OF EDUCATION

September 1, 2015 to August 31, 2018

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PROFESSIONAL AGREEMENT
between the
NAUGATUCK BOARD OF EDUCATION
and
NAUGATUCK TEACHERS' LEAGUE

This Agreement is made and entered into this _____ day of _____, 2014 by and between the Naugatuck Board of Education (hereinafter referred to as the "Board") and the Naugatuck Teachers' League (hereinafter referred to as the "League").

ARTICLE I
PREAMBLE

- 1.1 This Agreement is negotiated in order to fix for its term the salaries and all other conditions of employment provided herein.
- 1.2 Previously adopted policies, rules or regulations in conflict with this Agreement are superseded by this Agreement.

ARTICLE II
RECOGNITION

- 2.1 Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement, shall refer to all employees in the above unit. Teachers holding a Durational Shortage Area Permit (DSAP) shall be covered by all of the terms and conditions of this Agreement, except as set forth below under 2.1 (1) - (4):
 - (1) Article VII – LEAVES OF ABSENCE, Sections 7.6 and 7.8
 - (2) Article IX - TEACHER ASSIGNMENTS
 - (3) Article XVIII - DEATH AND RETIREMENT BENEFITS
 - (4) Article XXIV - SEPARATION AND RECALL

A DSAP holder shall not accrue seniority or length of service for purposes of this Agreement. Notwithstanding the forgoing, if a DSAP holder becomes certified as a teacher and is employed by the Board as a certified teacher the subsequent school year without any break in employment service as a teacher, the teacher shall be credited with years of continuous employment service as a DSAP holder for purposes of seniority and length of service under this Agreement. The Board shall have the right not to renew and/or terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file or pursue a grievance under this Agreement with respect to such action.

- 2.2 After forty (40) consecutive work days in the same teaching position, a certified substitute teacher shall be paid at step one (1) on the appropriate degree column of the salary schedule. After forty (40) days of teaching in the school system in any assignment, a substitute teacher will be paid at the rate of not less than eighty dollars (\$80.00) per day. Substitutes will receive no other benefits under this Agreement.

ARTICLE III GRIEVANCE PROCEDURE

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

3.2 **Definition**

A grievance shall be defined as a complaint by an employee that there has been an alleged violation, misinterpretation, misapplication or infringement of a specific provision of this Agreement based upon an event or condition which affects the conditions of employment of a teacher or a group of teachers.

As used in this Article, the term "employee" shall mean either (a) an individual employee or (b) a group of employees having the same grievance.

3.3 **Procedure**

Step One

An employee and a League representative (if the employee so desires) shall first discuss the grievance with the school official serving as the employee's immediate supervisor (or Principal). If the matter is not satisfactorily adjusted within two (2) school days of the discussion with the employee's immediate supervisor (or Principal), the employee shall submit a written grievance to the Director of Human Resources.

The written grievance must be submitted to the Director of Human Resources within five (5) school days of the discussion with the employee's immediate supervisor (or Principal). A copy of the grievance shall also be provided by the employee to his/her immediate supervisor (or Principal).

The Director of Human Resources may request a meeting with the employee and a League representative (if the employee so desires) prior to issuing a written decision, but in any event must render his/her decision in writing, with copies to the employee and the League within five (5) school days of receipt of the written submission.

Step Two

In the event that the employee is not satisfied with the written decision of the Director of Human Resources, within five (5) school days of the date of the Director of Human Resources written decision, the employee must submit his/her appeal in writing to the Superintendent or his/her designated representative, setting forth specifically the act or condition which the grievance was based upon and the grounds for the appeal.

The Superintendent or his/her designee shall meet with the employee and a League representative (if requested by the employee) within ten (10) school days of receipt of the appeal, and shall render his/her decision in writing to the employee and the League within ten (10) school days of such meeting.

Step Three

In the event that the employee is not satisfied with the written decision of the Superintendent, the aggrieved employee may, within five (5) school days of the date of the Superintendent or his/her designee's written decision, appeal in writing to the Board.

The Board (or a designated committee of the Board) shall meet with the employee and a League representative (if requested by the employee) within fifteen (15) school days of receipt of such appeal and shall render its decision in writing to the employee and the League within fifteen (15) school days of the meeting.

3.4 Arbitration

- (a) If the League is not satisfied with the disposition of a grievance (as defined in Section 3.2 (1) above) after the decision at Step Three has been rendered by the Board (or a committee of the Board, if applicable) or if the Board (or a committee of the Board, if applicable) has failed to provide its written decision within the time period specified in 3.3 Procedure (e), the League may submit the grievance to arbitration by filing a demand for arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association within ten (10) school days after receipt of the decision at Step Three or within ten (10) school days following the expiration of the time limit for the decision at Step Three.
- (b) Notice of a demand for arbitration shall be given to the Superintendent and the American Arbitration Association in writing.
- (c) The arbitrator shall hear and decide only one (1) grievance in each case. He/she shall be bound by and must comply with all of the terms of this Agreement. He/she shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The decision of the arbitrator shall be binding upon both parties and all employees during the life of this Agreement, unless the same is

contrary to law. Fees and expenses of the arbitrator shall be borne equally by the Board and the League.

- (d) No provisions of this Agreement which is stated as matter of policy shall be subject to arbitration.
- (e) Arbitration hearings shall be conducted outside of school hours.

3.5 Miscellaneous

- (a) Any grievance, as defined above, must be presented at Step One within twenty (20) school days of the time when the employee knew or should have known of the acts or omissions complained of in order to be considered a timely grievance under this Agreement. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered, and such decision shall thereafter be binding upon the aggrieved and the League. Time limits may be extended by mutual written agreement between the Board and the League.
- (b) If in the judgment of the President of the League a grievance affects a group or class of employees, the President of the League may submit such grievance at the Superintendent level (Step Three) of this procedure.
- (c) Decisions rendered at all levels of the grievance procedure shall be in writing.
- (d) All documents, communications and records filed by a teacher with respect to his/her grievance, including the grievance form itself and the responses to the grievance at each step of the grievance procedure shall be filed separately from the personnel file of the grievant(s).
- (e) For purpose of this Article, during the school year, "school days" is defined as days when school is in session; during the summer recess, "school days" is defined as Monday through Friday.
- (f) No reprisals of any kind shall be taken by the Board or by any member of the administration against anyone by reason of participation in the grievance procedure or support of any participant thereto.
- (g) Any employee or the Board may be represented at any stage of this grievance procedure by any person of his/her or its choice, provided, however, that exclusive organizational representation shall be provided by the League. When an employee is not represented by the League, the League shall be given an opportunity to present and state its views at any stage of this grievance procedure.
- (h) The League may, if it so desires, call upon professional services of the Connecticut Education Association for consultation and assistance at any stage of the procedure.

**ARTICLE IV
PROTECTION OF TEACHERS**

- 4.1 Teachers shall report immediately to his/her building principal and to the Director of Human Resources all cases of assault suffered by him/her in connection with his/her employment. This report shall be forwarded to the Superintendent and then to the Board.
- 4.2 In order to promote a strong, professional learning culture, the parties (and their respective members) mutually agree to carry out their responsibilities in a professional and respectful manner in accordance with the Naugatuck Board of Education's standards for leadership and teacher practice and the Connecticut Code of Professional Responsibility for Educators.

In the event that either a teacher or a representative of the Board believes that he/she is being treated in a manner that is inconsistent with the Naugatuck Board of Education's standards for leadership and teacher practice or the Connecticut Code of Professional Responsibility for Educators, the teacher may submit the issue to the League and the League will submit it to the Director of Human Resources, with a copy to the Superintendent. The Director of Human Resources will investigate the issue and address it as the Administration deems appropriate.

Any claims under this section shall not be subject to the grievance process.

**ARTICLE V
PERSONAL INJURY BENEFITS**

- 5.1 Whenever an employee is absent from school as a result of a personal injury caused by an accident arising out of and in the course of his/her employment with the Board and he/she is receiving temporary total disability benefits, he/she shall be paid his/her full salary (less the amount of temporary total disability benefits received due to said injury) for the period of such absence, but not beyond either the current school year or for three (3) months, whichever is the longer period of time. No part of such absence shall be charged to his/her annual or accumulated sick leave. For absence for such reasons beyond such period, a teacher shall be entitled to use his/her sick leave allowance. The Board (individually or through its' representative) reserves the right to have the employee undergo an independent medical examination, at the Board's expense.

Whenever an employee is absent from school as a result of a personal injury caused by an accident arising out of and in the course of his/her employment with the Board, he/she has restricted duties and the Board does not have work available within the employee's restrictions, he/she shall be paid his/her full salary (less the amount of temporary partial disability benefits received due to said injury) for the period of such absence, but not beyond either the current school year or for three (3) months, whichever is the longer period of time. No part of such absence shall be charged to his/her annual or accumulated sick leave. For absence for such reasons beyond such period, a teacher shall

be entitled to use his/her sick leave allowance. The Board (individually or through its' representative) reserves the right to have the employee undergo an independent medical examination, at the Board's expense.

**ARTICLE VI
INSURANCE**

- 6.1.a The HDHP described in Appendix A shall be the insurance plan available to eligible employees. Enrollees in the HDHP shall have a Health Savings Account (HSA) to defray deductible expenses.

Teachers shall be responsible for one hundred percent (100%) of the funding of the deductible in each year of the contract.

The teacher's contribution toward the deductible shall either be, at the teacher's option, via payroll deduction or contributed directly by the teacher in his/her HSA bank account (if the teacher decides to fund his/her portion of the deductible).

A Health Savings Account (HSA) is not health insurance, it is a bank account.

The Board shall not fund any portion of the deductible contribution for retirees (except as set forth under Article XVIII, Section 18.3) or other individuals upon their separation from employment (i.e. - no contributions will be made into an HSA account for such individuals).

The teacher will be responsible for opening the HSA account at either Naugatuck Valley Savings and Loan Association or ION Bank. In the event that either Naugatuck Valley Savings and Loan Association or ION Bank imposes any bank fees associated with maintaining the HSA account, the parties agree to jointly select another bank for the HSA account. The Board will make provisions for a before tax direct deposit payroll deduction for employees who elect the HSA plan.

High Deductible Health Plan Employee Premium Share (Appendix A):

January 1, 2016 – December 31, 2016	5%
January 1, 2017 – December 31, 2017	5%
January 1, 2018 – December 31, 2018	5%

- 6.1.b The Board of Education will maintain the current level of dental benefits which they have been providing for the employee and spouse on a 90%/10% employer-employee premium sharing basis. Teachers who choose to purchase family coverage shall pay 100% of the remaining balance.
- 6.1.c The Board of Education will provide a fifty-five thousand dollar (\$55,000.00) insurance policy plus double indemnity for the individual teacher only.

- 6.1.d To be eligible to receive these insurance benefits, each employee must submit a written wage deduction authorization permitting the Board to deduct from the employee's salary his/her share of the premiums set forth above. Each employee will be informed of the amount of the premium in writing prior to the first or any revised deduction. An employee may forgo or withdraw from full coverage rather than pay his/her share of the premium. The Board shall adopt an Internal Revenue Code Section 125 pre-tax conversion plan which will allow employees to meet their required premium contribution and also include a medical care spending account and a dependent care spending account, to the extent allowed by applicable law. Election to participate in such plans shall be at the option of the employee.
- 6.2 Employees working less than half-time (.50) shall be offered individual insurance coverage only.
- 6.3 Insurance benefits are provided from September 1st through August 31st, for those teachers employed through the end of the school year.
- 6.4 Prior to any change in insurance plans or carriers, the League shall be notified and consulted. A change of the insurance carrier shall not reduce the level of benefits in effect at such time, as determined on an overall plan benefit basis. A change of the insurance carrier shall not substantially change the nature of the administration of coverage in effect at such time, as determined on an overall plan benefit basis, unless the League approves the change.

A representative of the insurance carrier shall meet with a representative of the League to explain the proposed changes.

If the League does not approve the change, it shall submit a written statement to the Superintendent within twenty (20) school days (as defined in Article III, Section 3.3(e)) of the meeting with the representative of the insurance carrier detailing the reasons for such disapproval, provided, however, the parties may mutually agree, in writing, to extend such twenty (20) school day period.

Upon receipt of such notice of disapproval, the Board may submit the following issue to interest arbitration and must receive a written decision from the arbitrator prior to implementing any change in insurance plans or carriers. Does the change as presented reduce the level of benefits and/or substantially adversely affect the nature of the administration of benefits on an overall plan benefit basis? Failure to submit a timely notice of disapproval shall be deemed an acceptance of the proposed change.

- 6.5 All insurances, including those provided under this Agreement's Article XVIII, are subject to and in accordance with the terms of the respective carriers.

There shall be an open enrollment period on an annual basis commencing in October with an effective date of January of each contract year.

6.6 **Insurance Waiver**

- (a) Teachers may voluntarily elect, in writing, to waive the insurance coverages listed above, and in lieu thereof shall receive an annual payment equal to the following:

Individual Waiver	\$ 500.00
Individual plus one Waiver	\$ 750.00
Family Waiver	\$1,000.00

- (b) Payment to those employees shall be made in one lump sum in December of the calendar year that the insurance has been waived.
- (c) In order to receive full payment, notice of intent to waive insurance coverage must be provided in writing to the human resources department prior to January 1st of the calendar year that the insurance will be waived; if timely notice is not provided, the payment will be prorated based on the date the employee submits the written waiver to the human resources department. Employees hired after the start of the school year must provide notice of intent to waive coverage within the first two (2) weeks of employment. Evidence of insurance coverage must be submitted with the notice of intent to waive.

6.7 Should any federal statute or regulation pertaining to Internal Revenue Code Section 4980I, otherwise known as the Affordable Care Act, be mandated to take effect during the 2017-2018 contract year triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered in the parties' 2015-2018 collective bargaining agreement, the parties agree to commence mid-term negotiations to address the excise tax in accordance with the Teacher Negotiation Act.

Such negotiations shall be limited solely to the distribution of payment of the excise tax, health insurance plan offerings, coverage, design and premium cost share.

Other negotiated subject matter in the 2015-2018 collective bargaining agreement shall not be subject to this reopener.

**ARTICLE VII
LEAVES OF ABSENCE**

7.1 **Personal Leave - with pay**

- (a) **Professional days** - Professional days may be granted upon the advance written approval of the Superintendent or his/her designee.
- (b) **Leave for personal reasons** - three (3) days per school year. One (1) unused personal leave day may be carried over to the subsequent school year, provided,

however, at no time may the total number of current and carried over personal leave days be greater than five (5) days.

Written requests for use of any personal leave days shall be made to the building principal or his/her designee in writing at least forty-eight (48) hours in advance of the requested leave.

Requests for use of personal leave must set forth the purpose of the leave with sufficient details in order to apprise the Superintendent of the need for the leave.

Exceptions to the forty-eight (48) hour requirement for submission of written requests may be made in cases of emergencies by the Superintendent or his/her designee.

One (1) of the three (3) personal leave days may be taken prior to May 15th with the reason being the absence is “necessary and unavoidable.”

Requests for the use of the remaining personal leave days shall be subject to the approval by the Superintendent or his/her designee, except that approval shall not be withheld for the reasons set forth below under “exceptions” (except as set forth under “Exceptions” subsection (2) below).

Restrictions: Except as set forth under “Exceptions” below, the following restrictions shall apply with respect to the use of personal days:

1. personal days must be used by May 15th annually;
2. leaves under this subsection shall not be taken on the first and last days of the school year, during the last two (2) weeks of the school year, immediately before or after a scheduled school holiday or vacation period.

Exceptions: Except as set forth under subsection (2) below, approval shall not be withheld in the following cases and, therefore, the restrictions set forth above shall not apply to:

- (1) Attendance at the birth or adoption of the employee’s child;
- (2) The attendance at either graduation exercises or academic related end of the year school events (as approved by the Superintendent) of the employee, the employee’s spouse or children, to a maximum of two (2) days, if required;
- (3) Any severe illness or injury of the employee’s spouse, parent or children which requires the teacher's presence; or

- (4) Mandatory court appearances, unless such appearance is at the request of the Naugatuck Board of Education in which case no personal leave days shall be charged against the employee.
- (c) **Funeral in immediate family** - three (3) days (for the purpose of this Article, immediate family is defined as the employee's spouse, mother, father, mother-in-law, father-in-law, grandmother, grandfather, sister, brother, child, grandchild, step parents, step children or domestic partner (as defined under section (f) below)).
- (d) **Funeral other than immediate family** - one (1) day.
- (e) Any absence other than the above may be granted at the discretion of the Superintendent. A denial of such a request shall not be subject to the grievance procedure.
- (f) A domestic partner shall be defined as two adults of the same or opposite sex who are not related by blood, who have lived together continuously for at least five (5) years and plan to do so indefinitely, who reside at the same address, who are mutually responsible for their common welfare, basic living expenses and financial obligations to third parties (and are otherwise financially interdependent) and who maintain no other domestic partnerships, marriage and are not legally separated from anyone else.

7.2 **Military Leave**

- (a) Reinstatement of teachers after military leave that has interrupted teaching service shall be in accordance with state and federal law.
- (b) For purposes of the salary schedules, any teachers hired by the Naugatuck Board of Education shall receive credit of up to two (2) years for time spent in military service, or more if required by law.

7.3 **Maternity and Child-Rearing Leave**

- (a) The Board and the League recognize that teachers are entitled to leaves for maternity-related disabilities in accordance with Section 46a-60(a)(7) of the Connecticut General Statutes.
- (b) Verification of the commencement and completion of a pregnancy related disability must be furnished by the employee to the Director of Human Resources as soon as possible.
- (c) Any certified professional employee shall be entitled upon written request, submitted to the Superintendent of Schools, to an extended leave without pay for the purposes of child-rearing, apart from any period of childbirth disability leave. An employee shall be entitled to such leave for a period of not less than the

remainder of the school year and not more than twenty (20) calendar months. The teacher must return from leave only on the first day of the school year or, at the Superintendent's discretion, at any other point of the school year, within the twenty (20) calendar month maximum period. The Superintendent's decision with respect to a return date shall not be subject to the grievance and arbitration procedure set forth herein under Article III. The establishment of the actual date of return from leave shall be made within thirty (30) days of the Superintendent's receipt of such a leave request, and once granted shall be irrevocable, except with the written approval of the Board. All such written requests must be made no later than three (3) months prior to the expected birth date (or as soon as possible prior to adoption).

- (d) Leaves of this nature must be requested in the school year during which a child is born or adopted and shall, whenever possible, cause no interruption between the commencement of the leave and the birth or adoption of the child, except that such leave shall not be used to diminish a period of temporary disability occurring as a result of pregnancy.
- (e) Child rearing leave shall be also subject to the following provisions:
 - (1) All insurance benefits, either in whole or part, shall be available to the employee, at the group rate then in effect, at the expense of the employee.
 - (2) The teacher shall advance on the salary schedule in the year of return if the teacher has worked one-half ($\frac{1}{2}$) or more of his/her last school year of employment.
 - (3) Upon return either on the first day of the school year or the date determined by the Superintendent in accordance with Article VII, Section 7.3(c), the teacher shall be reappointed to any vacant position for which he/she is certified and qualified. Any such leave may be terminated on an earlier date by mutual written agreement between the teacher on leave and the Superintendent of Schools.
 - (4) It is understood that a non-tenured teacher who elects a child-rearing leave of absence shall waive any guarantee of return to the same or similar position. Any female teacher shall be deemed to have resigned if she does not return after the termination of maternity disability leave.

The Superintendent shall make a reasonable effort to return a non-tenured teacher to a position for which he/she is certified and qualified upon the return of the teacher in September, except in cases where the Board has either voted not to renew the contract of the non-tenured teacher or has otherwise terminated the contract of the non-tenured teacher.

7.4 League Leave

It is understood that negotiations for such successor agreement will normally be conducted after school hours. If, however, negotiating meetings (not to include mediation sessions or arbitration) between the Board and the League are scheduled during normal working hours of a school day, not more than four (4) representatives of the League shall be relieved from all regular duties without loss of pay, as necessary, in order to permit their attendance at such meetings. When it is necessary, pursuant to the Grievance Procedure in Article III of this Agreement a school representative, member of the Committee on PR&R or other representative designated by the League to investigate a grievance or attend a grievance meeting or hearing during a school day, he shall, provided he gives notice to his supervisor and/or principal of where he is going and why he is leaving his building and receives permission therefore (which permission shall not be unreasonably withheld) be released without loss of pay in order to permit participation in the foregoing activities, but this privilege shall be limited to one League representative per grievance per day. Any teacher whose appearance in such investigations, meetings, or hearings as a witness is necessary shall be accorded the same right.

7.5 Sick Leave

- (a) Each employee is entitled to sick leave with full pay of up to fifteen (15) school days in each contract year. Unused sick leave shall be accumulated from year to year, so long as the employee remains continuously in the service of the Board, up to but not in excess of one hundred seventy (170) days.
- (b) If requested by the Superintendent, the employee shall provide a note from the physician treating the employee for the condition causing the absence from school confirming the sickness or the ability of the employee to return to work and perform his or her duties. Where the teacher has not been under a physician's care, the Board shall pay the cost of illness verification for a Board appointed physician, unless the teacher elects to visit his/her own physician at his/her own expense.
- (c) Each year, no later than October 1st, the Board shall provide each teacher with an account of his/her accumulated sick leave and personal leave days.

7.6 Sabbatical Leave

- (a) Upon the recommendation of the Superintendent, an extended leave of absence ("Sabbatical Leave") may be granted at the discretion of the Board to an employee for purposes of research, study or writing. The employee must have completed at least seven (7) consecutive years of satisfactory service with the Board as a teacher.
- (b) The Superintendent and the Board need not consider any request for Sabbatical Leave unless it is received by the Superintendent in writing in such form as may be required by December 1st of the year preceding the school year in which the Sabbatical Leave is requested. It is understood that the deadline of December 1st

may be waived at the discretion of the Superintendent when fellowship grants or scholarships awarded later in the year make such a deadline unreasonable.

- (c) Sabbatical Leave shall only be granted on the basis of a benefit to the school system, as determined by the Superintendent.
- (d) Employees absent on Sabbatical Leave shall be paid at least seventy five percent (75%) of the employee's contract rate in effect during such leaves; provided however, reductions shall be made, where necessary, so that the total of such payments, together with any amounts received in connection with the activities carried on during the Sabbatical Leave, do not exceed the salary to which such employees would have been entitled under this contract for service with the Board during the period of the Sabbatical Leave. In addition to such salary, the Board may, in its discretion, reimburse the employee for travel and other expenses related to the Sabbatical Leave.
- (e) Sabbatical Leave, once granted, may not be terminated before the date of the expiration of the leave, unless mutually agreed upon, in writing, by the employee and the Superintendent.
- (f) Sabbatical Leave will not be granted for the purposes of engaging in gainful occupation or studying for other trade or profession.
- (g) Before commencing the Sabbatical Leave, the employee shall enter into a contract (a copy of which is attached hereto as Schedule D) to return to active service in the Naugatuck Schools for a period of at least two (2) years after the expiration of such leave. An employee who does not fulfill this agreement shall repay to the Board the sum bearing the same ratio to the amount received while on leave that the unfulfilled portion of the two (2) subsequent years' service bears to the two (2) full years; provided, however, that the employee shall be released from such payment if his failure to serve the two (2) years as stipulated is due to illness, disability, or death, or if he is released from the obligation by the Board.
- (h) An employee absent from service because of Sabbatical Leave shall be entitled to advancement on the salary schedule as he/she would have received had he/she remained in the system.

7.7 Jury Duty

Any teacher who is called for jury duty shall notify his/her building principal (or the building principal's designee) immediately upon receipt of notice and will receive the necessary leave to fulfill this obligation if he/she is not released from jury duty. During such absence, the teacher shall receive his/her daily rate of pay less the amount the teacher received as a jury fee, provided the teacher cooperates with the Superintendent in seeking to be excused from such jury duty.

7.8 **Other Leave**

The Board may grant, at its discretion, upon recommendation from the Superintendent, and upon terms and conditions set by the Superintendent, leave for up to one (1) year, to teachers. Each such leave shall be without fringes, accumulation of seniority, advancement on the salary scale and other benefits, unless otherwise stated.

- 7.9 An employee intending to return from a paid or unpaid leave at the commencement of an academic year shall file a notice of such intention with the Superintendent of Schools on or by June 1st, preceding the scheduled date of return. Employees required to return on a date other than at the commencement of an academic year shall file a notice of intent to return by or on the date established by the Board of Education at the commencement of the leave. An employee who fails to file a notice of intent to return with the Superintendent by the required date shall be deemed to have resigned from the employ of the Board of Education effective on the notice of return date.

**ARTICLE VIII
CONVENTION TIME AND EXPENSES**

- 8.1 Upon submission of a district travel and expense report and copies of receipts, the Board of Education shall pay expenses incurred by the professional staff member who, with the approval of the Superintendent, attends workshops, seminars, conferences, or other improvement sessions. Such expenses shall include fees and the costs of meals, lodging and/or transportation. If an automobile is used, the professional staff member shall be paid at the published IRS rate per mile. A written report may be requested of any teacher attending such sessions.

**ARTICLE IX
TEACHER ASSIGNMENTS, VACANCIES AND PROMOTIONS, AND TRANSFERS**

9.1 **Assignments and Voluntary Transfers; Vacancies and Promotions**

- (a) Teachers shall be notified in writing of any changes in their programs and schedules for the ensuing school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes or assignments that they will have, as soon as practicable and under normal circumstances by the end of the school year, provided that in the event of a change in circumstances or conditions, such assignments may be changed as required to meet the situation and notice thereof shall be given to the teacher in writing with a copy to the League President.
- (b) In order to ensure that pupils are taught by teachers working within the teachers' areas of competence, teachers shall not be assigned, except in accordance with the regulations of the State Board of Education and for good cause, to subjects or grades or other classes outside the scope of their teaching certificates or their major or minor fields of study.

- (c) Teachers who wish to apply for a change in grade or subject assignment or who wish to apply for transfer to another building shall file a written application with the Director of Human Resources not later than two (2) weeks after the posting of a vacancy. Such application shall include the grade or the school or schools (in order of preference, if the teacher has preference) to which he/she desires to be transferred, and the reason for such application.
- (d) With respect to the determination of assignments and transfers, the convenience and wishes of the individual teacher will be considered in the light of the instructional requirements and best interests of the school system and the pupils. However, it is understood that the administration may fill vacancies with teachers who have not applied for a vacancy under this Article. Except in emergencies, notice of all vacancies shall be posted in each school and on the Board's on-line employment opportunities site; a copy of such posting notice shall be given to the President of the Naugatuck Teachers' League, for a period of two (2) weeks prior to filling the vacancy. The two (2) week posting period shall not apply to Schedule A or Schedule B position openings or teaching vacancies which occur after July 1 and before the official opening of school.
- (e) Except in emergency situations, when a vacancy exists in a Schedule A or Schedule B position or when a new Schedule A or Schedule B position is created (including summer programs) notice of the vacancy or newly created position shall be posted and a copy of such posting notice shall be given to the President of the Naugatuck Teachers' League, for a period of two (2) weeks prior to any action being taken to fill the vacancy or position.

Teachers within the system wishing to be considered for assignment or transfer to vacancies or new positions may submit their requests to the Superintendent or his/her designee.

The Board shall determine when a vacancy exists.

- (f) When filling a Schedule A or a Schedule B position, the Superintendent or his/her designee will consider what is best for the school system.

In the event that a bargaining unit member is deemed most qualified for a Schedule A position by the Superintendent or his/her designee, such bargaining unit member will be given preference for the position.

When filling a Schedule B position, the Superintendent shall give preference to the most qualified applicant from the bargaining unit.

9.2 **Involuntary Transfers**

- (a) When it is necessary to transfer teachers from one school building to another or to reassign teachers within a particular school building due to an elimination or a vacancy, the Board shall first consider volunteers from the building in which the elimination (or vacancy) exists in an effort to reduce or eliminate the need for involuntary transfers to reassignments.
- (b) If after considering volunteers, the Board determines that there is still a need for involuntary transfers or reassignments, the Board shall give priority to the instructional requirements of the School System, the best interests of the School System and the pupils, and on the basis of Borough-wide seniority, within a particular building or within a particular department in cases where the school is departmentalized. The teacher who is involuntarily transferred or reassigned shall not lose pay or benefits (except extra duty assignments which may be affected by transfers or reassignments) under this Agreement.
- (c) One (1) week prior to the close of school in June, a list of all open positions shall be given to the teachers being involuntarily transferred and to the League President. Teachers shall indicate which positions on the list they desire to fill. The positions shall be filled on the basis of the criteria noted in subsection (b) above.

9.3 For purposes of this Article, seniority is defined as follows:

- (a) Borough-wide (total number of years in uninterrupted service in a position requiring State Certification, without regard to the number of positions held or building in which services were rendered).
- (b) School-wide (total number of years of uninterrupted services in a Naugatuck public school in a position requiring State Certification, without regard to number of positions held).
- (c) Departmental (total number of years of uninterrupted service in a department of a given Naugatuck public school or within a service department).

**ARTICLE X
RULES AND REGULATIONS**

- 10.1 The Board may, during the life of this Agreement, make and adopt rules and regulations for the maintenance of discipline and for the performance of the employees' duties; provided however (a) that no such rules and regulations shall override or contradict any specific provisions of this Agreement; and (b) that the League may present its positions on such rules and regulations at the next meeting of the Board at which the same is to be a topic, provided it notifies the Board prior to such meeting of its desire to be heard and in such notice outlines its position.

**ARTICLE XI
CONTRACTS**

- 11.1 It will be the joint responsibility of the Board and the League to ensure that sufficient copies of the master contract are produced and provided to the Board, Administration, teachers and Teachers' League. The Board and League shall share all costs and expenses in implementing this provision.

**ARTICLE XII
ANNUITY PLAN**

- 12.1 Teachers shall be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to United States Public Law No. 87-370.
- 12.2 The Board shall maintain a special purpose trust to allow a retired employees to pay post-retirement medical expenses on a tax free-basis and converts lump sum distributions upon retirement from taxable W2 earned income to an employer qualified 401(a) or 403(b) plan. The League agrees to save the Board and its agents harmless from any claims, demands, suits, or judgments arising from actions taken by the Board in complying with the provisions of this Section.

**ARTICLE XIII
PAYROLL DEDUCTIONS**

- 13.1 In addition to those payroll deductions required by law, the following agencies are eligible for payroll deductions. All requests for deductions must be in writing on approved authorization forms.
- (a) Tax Sheltered Annuity Plans (Limited to plans authorized by employees on December 1, 1988.)
 - (b) United Way
 - (c) Naugatuck Teachers League, Connecticut Education Association and National Education Association.
 - (d) Waterbury Teachers' Credit Union

13.2 **Payment Options**

- (a) Teachers shall select one of the following options for purposes of receipt of his/her annual remuneration:

Twenty-six (26) payments - The teachers' salary will be divided into twenty-six (26) equal payments and will be paid commencing with the first regular pay period after

the start of the school year and shall continue on a bi-weekly basis up to the last school day of such school year.

The remaining number of weeks of pay that are unpaid as of the last school day of such school year shall be paid in separate checks that each equate to 1/26th of the teachers' salary and shall be issued to the teacher on the last school day of the school year.

Twenty-two (22) payments - The teachers' salary will be divided into twenty-two (22) equal payments and will be paid commencing with the first regular pay period after the start of the school year and shall continue on a bi-weekly basis up to the last school day of such school year, provided, however in the event that the school year ends prior to the twenty-second (22nd) paycheck being issued, the remaining number of weeks of payments that are unpaid as of the last school day of the school year shall be paid in a separate check that equates to the remainder of the teacher's salary for such school year. Such check shall be issued to the teacher on the last school day of the school year.

- (b) Teachers will receive the subsequent school year's pay dates prior to May 15th of the then current school year. Teachers must elect an option by June 1 in the school year preceding the payments on a form provided by the school administration. Teachers who do not select an option by June 1st shall be paid in accordance with his/her option from the then current school year.

Effective September 1, 2015, all teachers shall be paid via direct deposit. Accordingly, all remuneration owed to employees shall be paid via direct deposit. Teachers shall complete the necessary documentation in order for the Board to implement direct deposit.

13.3 **Dues and Service Fee**

(a) **Conditions of Employment**

All teachers employed by the Naugatuck Board of Education shall, as a condition of employment, join the League or pay a service fee to the League. Said service fee shall not be greater than the amount uniformly required of members of the League which represents the costs of collective bargaining, contract administration and grievance adjustment.

(b) **Deductions**

The Naugatuck Board of Education agrees to deduct from each teacher an amount equal to membership dues or service fee by means of payroll deductions. Dues deduction from each paycheck shall be equal to the amount of total League membership divided by the number of paychecks from the first paycheck in September to the last paycheck in June. Service fee deductions shall be equal to the amount of total service fee divided by the number of paychecks from the first

paycheck of January to the last paycheck in June and shall be deducted from service fee payers only during the period of January-June.

The amount of League membership dues and service fee shall be certified by the League to the Board of Education prior to the opening of school each year.

(c) **Subsequent Employment**

Those teachers whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the remaining school year.

(d) **Forwarding the Monies**

The Board of Education agrees to forward to the League each month a check for the amount of money deducted during that month. The Board shall include with such check a list of teachers for whom such deductions were made.

(e) **Save Harmless**

The League agrees to save the Board and its agents harmless from any claims, demands, suits, or judgments arising from actions taken by the Board in complying with the provisions of this Section.

(f) **General Provisions**

The singular reference to the "League" herein shall be interpreted as referring to the Naugatuck Teachers' League, the Connecticut Education Association and the National Education Association.

**ARTICLE XIV
TEACHERS' PERSONNEL FILES**

- 14.1 Any evaluation report or other written statement of criticism may not be contained in the individual teacher's personnel or other file longer than thirty (30) days, unless such report is shown to the subject teacher and such individual has been given the opportunity to acknowledge the report either by reply or signature within the thirty (30) day period beginning with the date of the report. It is recognized that teachers have access to their personnel files under C.G.S. §10-151a, as amended.
- 14.2 No teacher shall be disciplined without just cause. For purposes of this contract, the lowest level of discipline which just cause applies is a written warning. Disputes regarding termination or non-renewal will be processed in accordance with applicable state statutes and not subject to the grievance and arbitration provisions set forth herein.
- 14.3 Any substantive, serious complaint made to the administration against a teacher or person for whom the teacher is administratively responsible, by any parent, student, other person

or entity shall promptly be called to the attention of the teacher. In no case shall any anonymous complaint or other complaint of third parties not investigated by the administration be placed in the teacher's file.

ARTICLE XV BOARD PREROGATIVES

- 15.1 The Board has and will continue to retain, whether exercised or not, the rights, responsibilities and prerogatives as set forth below:

The Teachers' League recognizes the Board of Education as having the full and exclusive powers of management in operation of the school district, and, except as specifically limited herein, or in the Connecticut General Statutes as amended, the Board and the Superintendent of Schools reserve and retain full rights, authority and discretion in the discharge of their duties and responsibilities to control, supervise, and manage the school system and its professional staff.

ARTICLE XVI SALARIES

- 16.1 The salary schedule and the definition for teacher salary placement to be in effect for the term of this Agreement are set forth on Schedule C attached hereto and hereby made a part hereof.
- 16.2 Each teacher shall advance on the salary schedule or receive a longevity stipend each year as noted in the salary schedule set forth in Schedule C of this Agreement except as set forth below or when on an unpaid leave of absence for one (1) day more than one half ($\frac{1}{2}$) of the school year. Advancement shall be in the appropriate degree column. Advancement and longevity stipend shall be automatic under an existing collective bargaining agreement, unless the Board of Education withholds such step advancement or longevity stipend for unsatisfactory service in the prior school year. Such withholding of an advancement or longevity stipend shall be subject to the grievance procedure commencing at the Board of Education level.

Notwithstanding the foregoing, on September 1, 2015, teachers shall not advance a step on the 2015-2016 salary schedule.

On September 1, 2016, teachers not at the maximum step shall advance one (1) step on the 2016-2017 salary schedule.

On September 1, 2017, teachers not at the maximum step shall advance one (1) step on the 2017-2018 salary schedule.

- 16.3 Each teacher who has served in the Naugatuck School District for twenty (20) or more years as of June 30th of the previous school year shall receive annually a longevity stipend prior to the December school recess as follows:

21-25 - \$ 400.00
26-30 - \$ 600.00
31-35 - \$ 800.00
35+ - \$1,000.00

- 16.4 Retirees shall receive the longevity payment earned in their final year of teaching on the first pay day of the following school year.

ARTICLE XVII WORK YEAR

- 17.1 The teacher work year shall consist of one hundred eighty three (183) days.
- 17.2 There are one hundred eighty (180) instructional days.
- 17.3 The teacher work day shall consist of seven (7) hours per day inclusive of “wrap around time”, as set forth below. Accordingly, the teacher work day shall consist of the instructional day and “wrap around time.”

In determining the instructional needs of the students, a building administrator may identify the need for a flexible schedule. A list of all proposed alternative schedules will be provided to all teachers in their respective applicable buildings and the League President. In the event that a flexible schedule will be used for a teacher, prior to August 1st, the teacher’s specific teaching schedule shall be established in writing by mutual agreement between the teacher and the building principal.

Wrap around time at the elementary, intermediate and middle schools shall be fifteen (15) minutes before the teacher’s instructional day begins and fifteen (15) minutes after his/her instructional day ends. That is, teachers shall be required to be on duty fifteen (15) minutes before and fifteen (15) minutes after his/her instructional day.

“Wrap around time” at the high school shall be five (5) minutes before and twenty (20) minutes after the teacher’s instructional day.

- 17.4 The administration may schedule up to four (4) hours of common planning/faculty meetings per month during the school year.

The duration of such meetings may not exceed ninety (90) minutes per session. Such sessions may be scheduled either before or after the commencement of the school day or any other time during the school day.

For required faculty meetings beyond those set forth above and for workshops and professional development activities beyond the four (4) hours a month teachers shall be paid at the rate of \$38.10 per hour in year 1 of the contract; \$38.48 in year 2 of the contract; and \$38.86 in year 3 of the contract.

17.5 **Planning Periods**

- (a) At the elementary level, teachers shall be guaranteed five (5) preparation periods per week during a full five (5) day week that total to no less than two hundred twenty (220) minutes.

At the intermediate and middle levels, teachers shall be guaranteed at least one (1) preparation period per full work day during a full five (5) day week that total to no less than two hundred twenty (220) minutes.

At the high school level, teachers shall be guaranteed at least one (1) preparation period per full work day during a full five (5) day work week that, under the current schedule, total no less than forty-one (41) minutes per full work day.

In the event that during the term of the contract, the schedule is changed and the duration of a period is impacted by such change, the parties will meet to negotiate over the duration of the preparation period.

- (b) The Board and the NTL agree that the purpose of preparation periods is to allow teachers to prepare their class lessons and fulfill their personal professional responsibilities.

However, the parties recognize that certain parent-teacher, PPT, teacher evaluation conferences and other conferences may encroach on preparation period time to the same extent that they have in the past.

Faculty, team, and grade level meetings will not be scheduled during teachers' preparation periods.

- (c) If a substitute cannot be found and a teacher is required to cover a class, the teacher shall be paid a differential based on the hourly rates of \$38.10 per hour in year 1 of the contract; \$38.48 in year 2 of the contract; and \$38.86 in year 3 of the contract.

17.6 A sixth class may be assigned to secondary teachers on a voluntary basis. In the event that a secondary teacher teaches a sixth class, the teacher will receive an additional four thousand five hundred dollars (\$4,500.00) for such sixth class for a full year course (a teacher who teaches a half-year course will receive an additional two thousand two hundred fifty dollars (\$2,250.00) for the sixth class).

17.7 In the event that the Board changes the work day or the work year in any way other than noted above, the Board will agree to meet and negotiate over the impact of such change. Such negotiations will be conducted in accordance with §10-153b, *et seq.*, of the Connecticut General Statutes.

17.8 At the high school the length of periods may vary as long as any alteration of periods is done on an equitable basis.

- 17.9 When a lead teacher (or another teacher, if a lead teacher is not available) is requested by an administrator to cover for the administrator while the administrator is absent from the building for a full student day, the teacher who covers for the administrator will be relieved of his/her teaching duties while acting in such capacity if he/she agrees to act in that capacity.

Teachers within the building where a lead teacher (or another teacher if a lead teacher is not available) is covering for an administrator during the administrator's absence will be informed of: (1) the name of the teacher acting in that capacity; and (2) if possible, the period of time the teacher will be acting in such capacity.

- 17.10 If due to the operational needs of the school system, the Board requires a teacher (or teachers) to forego his/her lunch period in order to supervise the cafeteria, the teacher (or teachers) who volunteer for such duty will be eligible for the stipend set forth in Schedule B.

Coverage of lunch duty by use of a teacher who foregoes his/her lunch period shall not be subject to the rotation system set forth under Article XXIII, Section 23.1.

- 17.11 All teachers shall have an uninterrupted duty-free lunch period daily. For intermediate, middle and high school teachers the lunch period shall be a minimum of twenty (20) minutes and for elementary teachers the lunch period shall be a minimum of thirty (30) minutes. Elementary teachers shall not be required to supervise the cafeteria during his/her lunch period.

ARTICLE XVIII DEATH AND RETIREMENT BENEFITS

18.1 Percentage and Per Diem of Retirement Benefits

Effective upon the retirement of a teacher who is eligible for immediate retirement benefits under Chapter 167 of the Connecticut General Statutes, the teacher shall be paid seventy-five percent (75%) of his/her accumulated sick leave. Teachers must provide written notice of intent to retire to the Superintendent prior to February 1st in the fiscal year the retirement is effective. If notice of retirement is given prior to February 1st, the teacher shall receive such payment at the beginning of the next fiscal year. In the event notice of retirement is given on or after February 1st, the teacher shall receive such payment at the beginning of the second fiscal year following such notice of retirement. Such payment shall be made at the rate of fifty dollars (\$50.00) per day.

18.2 Percentage of Per Diem of Death Benefits

Upon the death of a teacher, seventy-five percent (75%) of the accumulated unused sick leave shall be payable at the rate of fifty dollars (\$50.00) per day, to the designated beneficiary of the teacher. In the absence of a designated beneficiary, such payment shall be made to the teacher's estate.

18.3 Retiree Insurance

Retirees who are age fifty-five (55) or older and have twenty (20) years of service with the Naugatuck Board of Education and are eligible to receive a pension from the Connecticut State Teachers' Retirement Board, shall be allowed to participate in the group insurance plan with the Board paying for a portion of the single person coverage until the person is eligible to participate in Medicare according to the following schedule: fifty percent (50%) for retirees with fifteen (15) or more years of employment service in the Naugatuck school district as of August 31, 2012; twenty five percent (25%) for retirees with at least ten (10) but less than fifteen (15) years of employment service in the Naugatuck school district as of August 31, 2012; zero percent (0%) for retirees with less than ten (10) years of employment service in the Naugatuck school district as of August 31, 2012. (For purposes of this benefit calculation, teachers with effective retirement dates on or after September 1, 2009 but before August 31, 2012 shall have the length of their employment service determined as of the effective date of their retirement.)

The retiree shall pay the difference between the amount paid by the Board and the cost of group insurance.

Upon a retiring teacher (or his/her spouse) becoming Medicare eligible, such retirees must enroll in the state TRB Medicare Supplemental Plan with prescription drugs and dental in lieu of the Board's plan.

Teachers who enroll in the state TRB Medicare Supplemental Plan shall be reimbursed for one hundred percent (100%) of the premium cost of such plan for single coverage only, subject to TRB rules. Such retirees may purchase additional state TRB vision and hearing insurance coverage at the retiree's own expense, subject to TRB rules. The teacher shall pay the full cost of any dependent coverage. The retiree shall be eligible for a four thousand dollars (\$4,000.00) life insurance policy.

A teacher who is not eligible for Medicare (either due to not contributing toward Medicare or not having a spouse who is eligible for Medicare) shall continue to be covered by the Board's plan with the Board paying a portion of individual coverage as delineated in paragraph 1 of Section 18.3. The retiree shall pay the full cost of any dependent coverage.

Retirees who continue to be covered by the Board's HDHP, will receive five hundred dollars (\$500.00) on an annual basis as a contribution toward an the eligible retirees HDHP deductible.

ARTICLE XIX TRAVEL ALLOWANCE

- 19.1 A teacher who uses his/her automobile for school purposes shall be reimbursed for mileage at the IRS rates in effect at the time of such use.

**ARTICLE XX
AMENDMENT**

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

**ARTICLE XXI
DURATION**

- 21.1 This Agreement contains the full and complete agreement between the Board and the League on all negotiable issues, and neither party shall be required during the term hereof to negotiate over an item which is covered in this Agreement unless the parties have otherwise waived negotiations in accordance with law. All inconsistent prior practices, agreements and understandings are void and of no force and effect unless specifically incorporated herein. This Agreement shall remain in full force and effect from September 1, 2015 to August 31, 2018.
- 21.2 Salary Schedules C-1, C-2, C-3 (attached) will be effective September 1, 2015 through August 31, 2018.
- 21.3 The coaches' salaries are in Schedule A; the differentials are in Schedule B, both attached hereto and made a part hereof.

**ARTICLE XXII
SAVING CLAUSE**

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

**ARTICLE XXIII
NON TEACHING DUTIES**

- 23.1 Except as set forth under Article XVII, Section 17.10, if teachers are used to perform lunch duties, bus duties or recess duties a rotation system will be utilized and assignments will be made on as equitable a basis as possible.
- 23.2 Any teacher presenting or conducting an in-service workshop shall be paid at the rate of \$36.29 per hour in year 1 of the contract; \$36.65 in year 2 of the contract and \$37.02 in year 3 of the contract.

Preparation time for presenting or conducting an in-service workshop shall not be compensated.

**ARTICLE XXIV
SEPARATION AND RECALL**

24.1 Separation

- (1) Should it become necessary to reduce the number of teachers employed by the Board due to the elimination of teaching positions, the Board shall terminate teacher contracts on the basis of tenure status, certification, qualification and Borough-wide seniority. Prior teaching experience at, or near grade level, or in the relevant subject area will be an indication of qualification.
- (2) Prior to any lay-off, the League President shall be notified, in writing, of the details of the lay-off, that is, of the number of teachers to be laid-off and the positions which are to be eliminated. The Administration shall meet with the League President and his designees for the purpose of explaining the layoffs and conferring with the League regarding the reasons for the order of lay-off.
- (3) The President of the League shall receive annually a Borough-wide seniority list. Said list shall include the system's teachers' names, their years' seniority (including date of hire), their certifications and endorsements, and their current teaching assignments.
- (4) Prior to lay-off, the Board shall first attempt to reduce the staff through voluntary retirement, resignation or leave of absence.
- (5) Nothing herein may be construed as invalidating, abrogating, modifying or waiving in any way the Board's or a teacher's rights under §10-151 of the Connecticut General Statutes.

24.2 Recall

- (1) The name of any teacher who has been laid off due to elimination of position shall be placed upon a recall list and remain on such list for two (2) years, provided such teacher does not refuse reemployment during that period.
- (2) Any teacher on the recall list shall receive a written offer of a position by certified mail at least thirty (30) days prior to the date of recall. The teacher shall accept or reject the position in writing within one (1) calendar week of the receipt of the offer. Notice of recall shall be sent to the teacher's last known address. It shall be the teacher's responsibility to inform the Superintendent of his/her last known address.
- (3) No new employee shall be hired to fill a position for which an employee on the recall list is certified and qualified. In cases where more than one employee on the recall list is certified for a particular position to be filled, the Board of Education

may consider other relevant criteria in making recall decisions, but will place major emphasis on the following: (The order of listing is not of any significance.)

- (a) Ability to teach particular subjects and grades as determined by length and quality of teaching experience in those subjects and grades;
 - (b) General teaching performance as determined by evaluations. (This criterion will become effective when the evaluation program currently being developed goes into operation);
 - (c) The length of teaching service in the Naugatuck School System; and
 - (d) The length of teaching service.
- (4) No employee who has been laid off shall be entitled to payment or accrual of any compensation or fringe benefits whether or not he remains on the recall list, other than those benefits guaranteed by law. However, an employee who is reappointed from the list shall be entitled to reinstatement of any benefits earned or accrued at the time of layoff and further accrual of salary increments and fringe benefits shall resume where they left off. No years of layoff will be credited as years of service for compensation or retirement purposes.
- (5) The Superintendent shall provide the League President with:
- (a) notice of all openings,
 - (b) copies of correspondence between the School System and the laid-off teacher and,
 - (c) copies of correspondence between the laid off teacher and the School System.


**ARTICLE XXV
SPECIAL SCHOOL PROGRAMS**

- 25.1 These provisions apply to positions in programs for which certification is required.
- (a) In filling these positions, preference shall be given to qualified teachers regularly employed in the school system.
 - (b) In filling such positions, the criteria shall be a teacher's area of competence, major and/or minor field of study, length of service in the system, and prior experience in these programs, if any.
 - (c) All openings for these positions, except Homebound Instruction, shall be listed at least two (2) weeks prior to commencement of the program.

- (d) Teachers shall be paid for Summer School at a rate of \$38.10 per hour in year 1 of the contract; \$38.48 in year 2 of the contract; and \$38.86 in year 3 of the contract.
- (e) Teachers shall be paid for Adult Education at a rate of \$38.10 per hour in year 1 of the contract; \$38.48 in year 2 of the contract; and \$38.86 in year 3 of the contract.
- (f) Teachers shall be paid for Homebound Instruction at a rate of \$38.10 per hour in year 1 of the contract; \$38.48 in year 2 of the contract; and \$38.86 in year 3 of the contract.

IN WITNESS WHEREOF, the duly authorized representatives of the Naugatuck Board of Education and the Naugatuck Teachers' League have set their hands at Naugatuck, Connecticut.

Naugatuck Board of Education

By: 

Date: 11/20/14

Naugatuck Teacher's League

By: George Macay

Date: 11-24-14

**SCHEDULE A
COACHES**

2015-16

<u>POSITION</u>	<u>1</u>	<u>2</u>	<u>3</u>
<u>FALL NHS</u>			
Varsity Soccer	\$3,804	\$4,227	\$4,638
JV Soccer	\$2,539	\$2,960	\$3,374
Freshmen Soccer	\$2,539	\$2,960	\$3,374
Cross Country (2)	\$3,804	\$4,227	\$4,638
Varsity Football	\$6,593	\$7,022	\$7,438
JV Football	\$3,173	\$3,592	\$3,999
Freshmen Football	\$2,539	\$2,960	\$3,374
Assistant Football (3)	\$3,804	\$4,227	\$4,638
Varsity Volleyball	\$3,804	\$4,227	\$4,638
JV Volleyball	\$2,539	\$2,960	\$3,374
Freshmen Volleyball	\$2,539	\$2,960	\$3,374
Swimming	\$5,492	\$5,917	\$6,802
Assistant Swimming	\$2,539	\$2,960	\$3,374
<u>WINTER NHS</u>			
Swimming	\$5,492	\$5,917	\$6,802
Assistant Swimming	\$2,539	\$2,960	\$3,374
Varsity Basketball	\$6,593	\$7,022	\$7,438
JV Basketball	\$3,804	\$4,227	\$4,638
Freshmen Basketball	\$2,539	\$2,960	\$3,374
Indoor Track (2)	\$4,059	\$4,288	\$4,893
Assistant Indoor Track	\$3,804	\$4,227	\$4,638

**SCHEDULE A
COACHES**

2015-16

<u>POSITION</u>	<u>1</u>	<u>2</u>	<u>3</u>
<u>SPRING NHS</u>			
Varsity Baseball	\$5,747	\$6,170	\$7,186
JV Baseball	\$3,804	\$4,227	\$4,638
Baseball Pre-Season	\$666	\$788	\$914
Spring Football Head Coach	\$1,383	\$1,513	\$1,651
Spring Football Assistant Coach	\$831	\$965	\$1,099
Golf	\$2,539	\$2,960	\$3,374
Tennis	\$3,804	\$4,227	\$4,638
Varsity Softball	\$5,747	\$6,170	\$7,186
JV Softball	\$3,804	\$4,227	\$4,638
Freshmen Softball	\$2,539	\$2,960	\$3,374
Outdoor Track (2)	\$4,059	\$4,288	\$4,893
Assistant Outdoor Track (2)	\$3,804	\$4,227	\$4,638
<u>MIDDLE SCHOOL</u>			
Cross Country (2)	\$2,105	\$2,540	\$2,965
Softball	\$2,105	\$2,540	\$2,965
Baseball	\$2,105	\$2,540	\$2,965
Basketball	\$2,105	\$2,540	\$2,965
Swimming (2)	\$2,105	\$2,540	\$2,965
Intramurals (4)	\$2,105	\$2,540	\$2,965

Newly hired coaches will begin on the first step.

**SCHEDULE A
COACHES
2016-17**

<u>POSITION</u>	<u>1</u>	<u>2</u>	<u>3</u>
<u>FALL NHS</u>			
Varsity Soccer	\$3,842	\$4,269	\$4,684
JV Soccer	\$2,564	\$2,990	\$3,408
Freshmen Soccer	\$2,564	\$2,990	\$3,408
Cross Country (2)	\$3,842	\$4,269	\$4,684
Varsity Football	\$6,659	\$7,092	\$7,512
JV Football	\$3,205	\$3,628	\$4,039
Freshmen Football	\$2,564	\$2,990	\$3,408
Assistant Football (3)	\$3,842	\$4,269	\$4,684
Varsity Volleyball	\$3,842	\$4,269	\$4,684
JV Volleyball	\$2,564	\$2,990	\$3,408
Freshmen Volleyball	\$2,564	\$2,990	\$3,408
Swimming	\$5,547	\$5,976	\$6,870
Assistant Swimming	\$2,564	\$2,990	\$3,408
<u>WINTER NHS</u>			
Swimming	\$5,547	\$5,976	\$6,870
Assistant Swimming	\$2,564	\$2,990	\$3,408
Varsity Basketball	\$6,659	\$7,092	\$7,512
JV Basketball	\$3,842	\$4,269	\$4,684
Freshmen Basketball	\$2,564	\$2,990	\$3,408
Indoor Track (2)	\$4,100	\$4,331	\$4,942
Assistant Indoor Track	\$3,842	\$4,269	\$4,684

**SCHEDULE A
COACHES**

2016-17

<u>POSITION</u>	<u>1</u>	<u>2</u>	<u>3</u>
<u>SPRING NHS</u>			
Varsity Baseball	\$5,804	\$6,232	\$7,258
JV Baseball	\$3,842	\$4,269	\$4,684
Baseball Pre-Season	\$673	\$796	\$923
Spring Football Head Coach	\$1,397	\$1,528	\$1,668
Spring Football Assistant Coach	\$839	\$975	\$1,110
Golf	\$2,564	\$2,990	\$3,408
Tennis	\$3,842	\$4,269	\$4,684
Varsity Softball	\$5,804	\$6,232	\$7,258
JV Softball	\$3,842	\$4,269	\$4,684
Freshmen Softball	\$2,564	\$2,990	\$3,408
Outdoor Track (2)	\$4,100	\$4,331	\$4,942
Assistant Outdoor Track (2)	\$3,842	\$4,269	\$4,684
<u>MIDDLE SCHOOL</u>			
Cross Country (2)	\$2,126	\$2,565	\$2,995
Softball	\$2,126	\$2,565	\$2,995
Baseball	\$2,126	\$2,565	\$2,995
Basketball	\$2,126	\$2,565	\$2,995
Swimming (2)	\$2,126	\$2,565	\$2,995
Intramurals (4)	\$2,126	\$2,565	\$2,995

Newly hired coaches will begin on the first step.

**SCHEDULE A
COACHES**

2017-18

<u>POSITION</u>	<u>1</u>	<u>2</u>	<u>3</u>
<u>FALL NHS</u>			
Varsity Soccer	\$3,880	\$4,312	\$4,731
JV Soccer	\$2,590	\$3,020	\$3,442
Freshmen Soccer	\$2,590	\$3,020	\$3,442
Cross Country (2)	\$3,880	\$4,312	\$4,731
Varsity Football	\$6,726	\$7,163	\$7,587
JV Football	\$3,237	\$3,664	\$4,079
Freshmen Football	\$2,590	\$3,020	\$3,442
Assistant Football (3)	\$3,880	\$4,312	\$4,731
Varsity Volleyball	\$3,880	\$4,312	\$4,731
JV Volleyball	\$2,590	\$3,020	\$3,442
Freshmen Volleyball	\$2,590	\$3,020	\$3,442
Swimming	\$5,602	\$6,036	\$6,939
Assistant Swimming	\$2,590	\$3,020	\$3,442
<u>WINTER NHS</u>			
Swimming	\$5,602	\$6,036	\$6,939
Assistant Swimming	\$2,590	\$3,020	\$3,442
Varsity Basketball	\$6,726	\$7,163	\$7,587
JV Basketball	\$3,880	\$4,312	\$4,731
Freshmen Basketball	\$2,590	\$3,020	\$3,442
Indoor Track (2)	\$4,141	\$4,374	\$4,991
Assistant Indoor Track	\$3,880	\$4,312	\$4,731

**SCHEDULE A
COACHES**

2017-18

<u>POSITION</u>	<u>1</u>	<u>2</u>	<u>3</u>
<u>SPRING NHS</u>			
Varsity Baseball	\$5,862	\$6,294	\$7,331
JV Baseball	\$3,880	\$4,312	\$4,731
Baseball Pre-Season	\$680	\$804	\$932
Spring Football Head Coach	\$1,411	\$1,543	\$1,685
Spring Football Assistant Coach	\$847	\$985	\$1,121
Golf	\$2,590	\$3,020	\$3,442
Tennis	\$3,880	\$4,312	\$4,731
Varsity Softball	\$5,862	\$6,294	\$7,331
JV Softball	\$3,880	\$4,312	\$4,731
Freshmen Softball	\$2,590	\$3,020	\$3,442
Outdoor Track (2)	\$4,141	\$4,374	\$4,991
Assistant Outdoor Track (2)	\$3,880	\$4,312	\$4,731
<u>MIDDLE SCHOOL</u>			
Cross Country (2)	\$2,147	\$2,591	\$3,025
Softball	\$2,147	\$2,591	\$3,025
Baseball	\$2,147	\$2,591	\$3,025
Basketball	\$2,147	\$2,591	\$3,025
Swimming (2)	\$2,147	\$2,591	\$3,025
Intramurals (4)	\$2,147	\$2,591	\$3,025

Newly hired coaches will begin on the first step.

**SCHEDULE B
SCHEDULE OF DIFFERENTIALS**

<u>POSITION</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
Department Heads – High School	\$4,651	\$4,698	\$4,745
Director of Guidance	\$4,651	\$4,698	\$4,745
Modern Dancing	\$1,697	\$1,714	\$1,731
Senior Week & Graduation	\$1,931	\$1,950	\$1,970
Senior Play (Per Production)	\$1,938	\$1,957	\$1,977
Debating	\$1,938	\$1,957	\$1,977
DECA Club Advisor	\$741	\$748	\$755
Dramatics (per production)	\$1,938	\$1,957	\$1,977
Drill Team	\$947	\$956	\$966
Newspaper	\$1,938	\$1,957	\$1,977
Classbook	\$2,491	\$2,516	\$2,541
School Psychologist*	\$4,853	\$4,902	\$4,951
Psychological Examiner*	\$2,589	\$2,615	\$2,641
High School Senior Class Advisor	\$2,110	\$2,131	\$2,152
High School Junior Class Advisor	\$1,240	\$1,252	\$1,265
High School Sophomore Class Advisor	\$994	\$1,004	\$1,014
High School Freshman Class Advisor	\$741	\$748	\$755
Cheerleading: High School	\$2,110	\$2,131	\$2,152
Middle School	\$1,053	\$1,064	\$1,075
School Classbook: Middle School	\$1,019	\$1,029	\$1,039
School Newspaper: Middle School	\$846	\$854	\$863
Talent Show/Drama Show:			
Middle School	\$846	\$854	\$863
Marching Band: High School	\$5,366	\$5,420	\$5,474
Head Librarian: High School	\$4,660	\$4,707	\$4,754
Middle School Curriculum			
Coordinator (6)	\$2,075	\$2,096	\$2,117
Ticket Manager - High School	\$3,552	\$3,588	\$3,624
Director Small Group Ensemble	\$741	\$748	\$755
Lunch Duty (HS & MS)	\$2,472	\$2,497	\$2,522
Distributive Education Coordinators (10% of salary)			
CWE (Cooperative Work Experience) (10% of salary)			

POSITION

	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
Marching Band Assistants:			
Assistant Drill Instructor	\$2,210	\$2,232	\$2,254
Drill Instructor	\$4,102	\$4,143	\$4,184
Percussion Instructor	\$4,102	\$4,143	\$4,184
Assistant Percussion Instructor	\$2,210	\$2,232	\$2,254
Color Guard Instructor	\$3,156	\$3,188	\$3,220
Assistant Color Guard Instructor	\$2,210	\$2,232	\$2,254
Curriculum Area Coordinator (NHS) (8)	\$2,075	\$2,096	\$2,117
District Curriculum Coordinator K-12 (Music, Art, Health/PE)	\$5,103	\$5,154	\$5,206
Varsity Basketball and Football Games			
Ticket Taker (HS)** (home per contest)	\$61.18	\$61.79	\$62.41
Ticket Sellers (HS)** (home per contest)	\$61.18	\$61.79	\$62.41
Crowd Control (HS)** (home per contest)	\$61.18	\$61.79	\$62.41
Basketball Games (JV and Varsity)			
Scorer (HS) (home per game)	\$32.76	\$33.09	\$33.42
Timer (HS) (home per game)	\$32.76	\$33.09	\$33.42
Lead Teacher (12)	\$948	\$957	\$967
Math Team (4)	\$491	\$496	\$501
Student Council Advisor	\$1,019	\$1,029	\$1,039
National Honor Society	\$1,019	\$1,029	\$1,039
Chamber Singers Director	\$3,963	\$4,003	\$4,043

* Only teachers under contract as of June 30, 2000 shall be eligible for this stipend.

** The Board may assign these positions to community volunteers or paid student help (provided Crowd Control may not be assigned to students). If community volunteers or paid student help are not assigned to these positions, then bargaining unit members will perform such work at the contractually determined rates. If no bargaining unit member wishes to perform such work, then the Board is free to assign the work to non-bargaining unit individuals.

SCHEDULE C

SALARY PLACEMENT AND SCHEDULES

All teachers shall be placed on the appropriate step and column in the Salary schedule, taking into consideration the following:

- (1) Degree status, as defined below;
- (2) Credit shall be given for previous teaching experience as a certified teacher in an accredited public school. Credit may be given for previous teaching experience in an accredited public, private or military dependency school as determined by the Superintendent. Credit may also be given for related work experience as deemed appropriate by the Superintendent. Teachers shall not receive more credit than their years of prior service and experience.
- (3) Salary placement due to a change in degree status shall be effected once in September and once in February. In order to be eligible for such change in degree status, a teacher must notify the Superintendent in writing, no later than January 2nd of the previous school year, that he/she expects a degree change or has earned a degree change. For course work completed prior to the start of the school year, documentation must be provided by January 1st to be retroactive to the first pay check. For course work completed prior to February 1st, documentation must be provided by May 1st to be retroactive to February.

DEGREE DEFINITIONS

For all teachers hired prior to July 1, 2012, the Salary Schedules listed in Schedules C-1 through C-3 of this Agreement shall be interpreted and applied in accordance with the following definitions.

1. **Bachelor's Degree:** A baccalaureate degree in a course of study pertinent to the employee's teaching position.
2. **Master's Degree:** A master's degree earned in a planned program pertinent to the employee's teaching position.
3. **Master's Degree plus 15:** Fifteen (15) credits beyond the Master's Degree in a planned program pertinent to the employee's teaching position.
4. **Sixth-Year Certificate:** A certificate indicating a full year's graduate school study beyond the Master's Degree OR, a second Master's Degree OR, a second Master's Degree in a discipline other than that which the initial degree was attained, all of which shall be earned in a planned program pertinent to the employee's teaching position.

5. **Sixth-Year plus 15:** Fifteen (15) credits beyond a Sixth-Year Certificate earned in a planned program that is pertinent to the employee's teaching position.

For all teachers hired on or after July 1, 2012, the Salary Schedules listed in Schedules C-1 through C-3 of this Agreement shall be interpreted and applied in accordance with the following definitions.

1. **Bachelor's Degree:** A baccalaureate degree in a course of study pertinent to the employee's teaching position.
2. **Master's Degree:** A master's degree of less than forty-five (45) credits earned in a planned program pertinent to the employee's teaching position.
3. **Master's Degree plus 15:** Fifteen (15) credits beyond the Master's Degree OR, completion of a Master's Degree requiring forty-five (45) or more credits, either of which shall be earned in a planned program pertinent to the employee's teaching position.
4. **Sixth-Year Certificate:** A certificate indicating a full year's graduate school study beyond the Master's Degree OR, a second Master's Degree OR, a second Master's Degree in a discipline other than that which the initial degree was attained OR, completion of a Master's Degree requiring sixty (60) or more credits, all of which shall be earned in a planned program pertinent to the employee's teaching position.
5. **Sixth-Year plus 15:** Fifteen (15) credits beyond a Sixth-Year Certificate earned in a planned program that is pertinent to the employee's teaching position.

The phrase "pertinent to the employees teaching position" shall include planned programs in the teacher's subject area or potential subject area as well as planned programs in educational leadership and administration.

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

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

Schedule C-1

2015-2016 Salary Schedule

	<u>BA</u>	<u>MA</u>	<u>MA+15</u>	<u>SIXTH</u>	<u>6TH+15</u>
1	\$45,429	\$49,767	\$52,150	\$54,647	\$57,015
2	\$46,932	\$51,715	\$54,153	\$56,594	\$59,218
3	\$49,524	\$54,762	\$57,062	\$59,584	\$62,208
4	\$52,125	\$57,811	\$59,968	\$62,578	\$65,194
5	\$53,751	\$59,968	\$62,047	\$64,672	\$67,288
6	\$55,782	\$62,047	\$64,154	\$66,764	\$69,383
7	\$57,876	\$64,154	\$66,244	\$68,864	\$71,481
8	\$61,528	\$67,980	\$70,145	\$72,813	\$75,510
9	\$63,667	\$70,124	\$72,273	\$74,961	\$77,657
10	\$66,576	\$72,555	\$74,953	\$77,620	\$80,414
11	\$69,490	\$74,995	\$77,640	\$80,275	\$83,174
12	\$73,547	\$79,131	\$81,798	\$84,494	\$87,415
13	\$79,155	\$84,932	\$87,675	\$90,487	\$93,488

Effective September 1, 2015, teachers shall not advance a step on the 2015-2016 salary schedule.

Schedule C-2

2016-2017 Salary Schedule

	<u>BA</u>	<u>MA</u>	<u>MA+15</u>	<u>SIXTH</u>	<u>6TH+15</u>
1	\$45,429	\$49,767	\$52,150	\$54,647	\$57,015
2	\$46,932	\$51,715	\$54,153	\$56,594	\$59,218
3	\$49,524	\$54,762	\$57,062	\$59,584	\$62,208
4	\$52,125	\$57,811	\$59,968	\$62,578	\$65,194
5	\$53,751	\$59,968	\$62,047	\$64,672	\$67,288
6	\$55,782	\$62,047	\$64,154	\$66,764	\$69,383
7	\$57,876	\$64,154	\$66,244	\$68,864	\$71,481
8	\$61,528	\$67,980	\$70,145	\$72,813	\$75,510
9	\$63,667	\$70,124	\$72,273	\$74,961	\$77,657
10	\$66,576	\$72,555	\$74,953	\$77,620	\$80,414
11	\$69,490	\$74,995	\$77,640	\$80,275	\$83,174
12	\$73,547	\$79,131	\$81,798	\$84,494	\$87,415
13	\$80,738	\$86,631	\$89,429	\$92,297	\$95,358

Effective September 1, 2016, all teachers not at the maximum step shall move up one (1) step from their 2015-2016 step in accordance with the salary schedule set forth above.

Schedule C-3

2017-2018 Salary Schedule

	<u>BA</u>	<u>MA</u>	<u>MA+15</u>	<u>SIXTH</u>	<u>6TH+15</u>
1	\$45,429	\$49,767	\$52,150	\$54,647	\$57,015
2	\$46,932	\$51,715	\$54,153	\$56,594	\$59,218
3	\$49,524	\$54,762	\$57,062	\$59,584	\$62,208
4	\$52,125	\$57,811	\$59,968	\$62,578	\$65,194
5	\$53,751	\$59,968	\$62,047	\$64,672	\$67,288
6	\$55,782	\$62,047	\$64,154	\$66,764	\$69,383
7	\$57,876	\$64,154	\$66,244	\$68,864	\$71,481
8	\$61,528	\$67,980	\$70,145	\$72,813	\$75,510
9	\$63,667	\$70,124	\$72,273	\$74,961	\$77,657
10	\$66,576	\$72,555	\$74,953	\$77,620	\$80,414
11	\$69,490	\$74,995	\$77,640	\$80,275	\$83,174
12	\$73,547	\$79,131	\$81,798	\$84,494	\$87,415
13	\$82,353	\$88,364	\$91,218	\$94,143	\$97,265

Effective September 1, 2017, all teachers not at the maximum step shall move up one (1) step from their 2016-2017 step in accordance with the salary schedule set forth above.

Appendix A

High Deductible Health Plan (HDHP)

(HDHP) \$2,250/\$4,500 Annual Deductible

100% in network after deductible (except with respect to prescription drugs)

70%/30% out of network

\$5,000/\$10,000 out of network maximum

Upon satisfaction of the (HDHP) deductible, prescriptions subject to \$5 Generic/ \$20 Brand Name/ \$35 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply)

The co-pays for drugs shall not apply to prescriptions under either the Women's Health and Wellness Act or for diabetes

Vision with a \$0 co-pay.

Out of country will be at charges based upon the carrier's policy for urgent and emergency care.

In the case of "hardship", eligible non-probationary employees may apply to the Director of Human Resources for a loan to cover medical costs covered under the Board's health insurance plan.

In the event that the Director of Human Resources denies the application for a loan, the employee may appeal such decision to the Superintendent of Schools.

Hardship shall be defined as any individual claim that exceeds \$2,250.00 prior to March 1st of any calendar year.

Such loan must be paid by the end of the fiscal year that the loan was granted.

Should an employee end his/her employment with the Board prior to the end of the applicable fiscal year, the employee shall repay the Board any amounts owed towards the employee's share of the HSA deductible. Accordingly, each employee who is granted a loan will sign a promissory note obligating the employee to repay the Board for the loan.

MEMORANDUM OF AGREEMENT
BETWEEN
NAUGATUCK TEACHERS' LEAGUE
AND
NAUGATUCK BOARD OF EDUCATION

The Naugatuck Teacher's League and the Naugatuck Board of Education hereby agree that the school administration shall send a letter to school staff on an annual basis reminding them of the confidentiality of medical information and that the administration is required to comply with applicable state and federal medical information privacy law.