

AGREEMENT

Between

THE BOARD OF EDUCATION

of the

TOWN OF NEWINGTON

and the

NEWINGTON TEACHERS' ASSOCIATION

July 1, 2015 - June 30, 2018

**THE NEWINGTON BOARD OF EDUCATION AFFIRMS A
CONTINUING POLICY OF EQUAL EMPLOYMENT AND
PROMOTIONAL OPPORTUNITIES WITHOUT DISCRIMINATION**

NEWINGTON PUBLIC SCHOOLS

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NEWINGTON TEACHERS' ASSOCIATION
2014-2015

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AGREEMENT
between the
NEWINGTON BOARD OF EDUCATION
and the
NEWINGTON TEACHERS' ASSOCIATION

This Agreement is made and entered into on this 1st day of July, 2015 by and between the Newington Board of Education (hereinafter referred to as the "Board" and the Newington Teachers' Association (hereinafter referred to as the "Association").

ARTICLE I
RECOGNITION

1 - 1 The Board recognizes the Association for the purpose of professional negotiation as the exclusive representative, pursuant to Section 10-153a through 10-153g of the Connecticut General Statutes, as amended, of all those certificated professional employees of the Board in positions requiring teaching or special certificates, durational shortage area permits, other than temporary substitutes.

1 – 2 The Association accepts such recognition and agrees to represent equally all teachers included in the unit defined above without regard to membership or participation in, or association with the activities of the Association or any other employee organization.

1 – 3 The Association recognizes the statutory rights, powers, obligations and responsibilities of the Board.

1 – 4 Despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by committee, individual member or designated representative, professional or lay, whether or not a member.

1 – 5 All provisions of the Collective Bargaining Agreement apply to persons employed pursuant to a durational shortage area permit, except for Article 14, Section 14-4.4.

ARTICLE II
RIGHTS OF THE BOARD OF EDUCATION

2 – 1 This Agreement shall not affect the discretion and responsibilities reposed in the Board by law. Unless expressly limited by a specific section of this Agreement which is subject to the above reservation, the rights, powers and authority held by the Board under any Town Charter, general or special act of the Legislature, town ordinance, regulation or other type of lawful provision, over matters involving the Newington School System including, but not limited to, full control over the policies, practices, procedures and regulations with respect to employees of the Board at all its schools, shall remain vested solely, and exclusively in the Board.

2 – 2 The policies, practices, procedures and regulations of the Board may be changed by amendment, addition, subtraction, or modification, but no such amendment, addition, subtraction, or modification shall contradict or supersede any provision of this Agreement.

ARTICLE III PROFESSIONAL NEGOTIATION

3 – 1 Negotiation of Successor Agreement

3 – 1.1 Subject to the provisions set forth in Article XVII and not later than the date mandated by State statute, the Board and the Association agree to negotiate in good faith, in accordance with and subject to the provisions of Section 10-153d of the Connecticut General Statutes to secure a successor agreement and such agreement as shall be reached shall be reduced to writing and signed by the Board and the Association.

3 – 1.2 During such negotiations, the Board and the Association shall exchange relevant data, points of view and proposals. Counterproposals may be exchanged as each party sees fit. Either party may at its own expense, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.

3 – 2 Agreement Continuation

3 – 2.1 This Agreement shall be and remain in full force and effect until a successor Agreement is either agreed upon by the Board and the Association, or becomes operative pursuant to statute.

ARTICLE IV GRIEVANCE PROCEDURE

4 – 1 Purposes and Definition

4 – 1.1 For the purposes of this Agreement, a grievance shall be defined to mean a dispute between a member of the unit or the Association and the Board over the interpretation or application of a specific section of this Agreement. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

4 – 1.2 Nothing herein contained shall be construed as limiting the right of any member of the unit having a grievance or dispute to discuss the matter with an authorized representative of the administration.

4 – 2 Procedure

Since it is important that grievances or disputes be processed as rapidly as possible, the number of days indicated at each level should be considered as the maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by written mutual agreement. Failure on the part of the grievant to process the grievance to the next level within the time limit specified shall terminate the grievance.

4 – 2.1 **Level One – Principal or Immediate Supervisor**

(a) A member of the unit with a grievance or dispute shall file it in written form as provided in Appendix F with the immediate supervisor or principal within fifteen (15) school days after the member knew or should have known of the act or condition on which the grievance is based. If the member fails to file the grievance within the time limit set forth in this section, then the grievance of the member shall be waived.

(b) Within five (5) school days after receipt of the written grievance, the principal or immediate supervisor shall meet with the aggrieved person in an effort to resolve it.

(c) The teacher shall have the right to have the Association assist him/her in the effort to resolve the grievance.

(d) In the event that the aggrieved member of the unit is not satisfied with the disposition of the grievance at Level One, or in the event that no decision has been rendered within five (5) school days after a presentation of the grievance, or no decision has been rendered within five (5) school days after the expiration of any extension of time, the written grievance may be filed with the Professional Rights and Responsibilities Committee of the Association within five (5) school days thereafter.

(e) The NAG Committee shall meet to consider the merits of the grievance, and if deemed meritorious by the NAG Committee, it shall, within ten (10) school days after receiving such written grievance, refer the grievance to the Superintendent of Schools.

(f) If the member of the unit does not file the written grievance with the NAG Committee as provided under 4-2.1(d), then such grievance shall not be further processed.

4 – 2.2 **Level Two – Superintendent of Schools**

(a) The Superintendent shall represent the administration at this level of the grievance procedure. Within five (5) school days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved person together with an authorized representative of the Association in an effort to resolve it.

(b) In the event that the aggrieved member of the unit and the NAG Committee are not satisfied with the disposition of the grievance at Level Two, or in the event no decision has been rendered within ten (10) school days after the conclusion of the meeting with the Superintendent, such grievance may be presented by the NAG Committee to the Board within ten (10) school days thereafter.

4 – 2.3 **Level Three – Board of Education**

(a) A committee of the Board shall meet with the aggrieved member of the unit together with an authorized representative of the Association within fifteen (15) school days after receipt of the written grievance for the purpose of resolving the grievance.

(b) The decision thereon shall be rendered by the Board within ten (10) school days after the meeting.

4 – 2.4 Level Four – Binding Arbitration

(a) If the NAG Committee determines that the matter should be submitted to arbitration, and so notifies the Board in writing ten (10) school days after the Board decision, a single arbitrator shall be jointly selected within ten (10) school days who is an experienced, impartial and disinterested person of recognized competence. The cost of such arbitration shall be borne equally by the parties.

(b) If the parties are unable to agree upon an arbitrator, a request shall be made to the American Arbitration Association by either party for a determination of the issues. The parties shall be bound by the rules and procedures of the American Arbitration Association.

(c) The responsibility of the arbitrator shall be to determine whether the term(s) of the Agreement have been misapplied or misinterpreted. The arbitrator shall make no decision which violates, modifies, or amends any of the terms of the Agreement.

(d) The decision of the arbitrator shall be binding upon both parties and all employees during the life of the Agreement unless the same is contrary to law.

4 – 3 Rights of Teachers to Representation

4 – 3.1 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.

4 – 3.2 Any member of the unit or the Board may be represented at any stage of this grievance procedure by any person of the member's choice, provided, however, that exclusive organizational representation shall be provided by the Association. When a member of the unit is not represented by the Association, the Association shall be given an opportunity to present and state its views at any stage of this grievance procedure.

4 – 4 Miscellaneous

4 – 4.1 If the grievance cannot be resolved by the Building Principal or the grievant's immediate supervisor, and if, in the judgment of the President of the Association or the Chairman of the NAG Committee, a grievance affects a group or class of members of the unit, the President of the Association or such authorized Association representative may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

4 – 4.2 Decisions rendered at Levels One, Two, Three, and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore.

4 – 4.3 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

4 – 4.4 The Board and the Association hereby adopt the grievance form in Appendix F for standardized use under the provisions of Article IV.

ARTICLE V
RESOLUTION OF EMPLOYEE'S CONCERN

5 – 1 When a member of the unit desires resolution of a problem arising out of the member's employment, the member may, through appropriate channels, pursue the resolution of concern. Prior to submitting the written concern, the teacher shall meet with the building principal or supervisor to discuss the concern. This procedure will terminate at the level of Superintendent of Schools. This procedure is designed to effectively resolve employee concerns at the lowest possible administrative level. Employees using this procedure must seek resolution through their immediate superior prior to proceeding to the level of Superintendent. The decision of the Superintendent on matters initiated under this procedure shall be final. These procedures apply to matters outside the definition of a grievance. Written responses to Resolutions of Employee Concern at Level One and Level Two shall be submitted by the respondent within fifteen (15) school days.

ARTICLE VI
SALARIES

6 – 1 Salary Schedule

The salaries of all persons covered by this Agreement are set forth in appendix A which is attached hereto and made a part of this Agreement.

6 – 2 Miscellaneous and Coaching Differentials

Salary differentials applicable to persons covered by this Agreement are set forth in the following appendices:

Appendix B - Miscellaneous Differentials
Appendix C – Coaching Differentials

Forms for notification of assignment and compensation are attached hereto in the appendices.

6 – 3 Long-Term Substitutes

(a) When long-term substitutes are employed they shall be paid at the daily rate of \$150. The Board may, however, grant payment at a higher daily rate based on years of teaching and/or other relevant experience. In addition they shall be credited with sick leave and

temporary leave days at the rate of 1 1/2 sick days and 1/2 temporary leave day for each twenty (20) working days of their assignment.

If a long-term substitute is employed for a full school year and commences his/her teaching responsibilities within the first fifteen (15) school days the long-term substitute will be entitled to the insurance benefits available to members of the unit.

If a long-term substitute who has been employed in Newington in a full year assignment is placed under contract for the following year, credit for the long-term substitute year or consecutive years of long-term substituting will be given in determining placement on the salary schedule.

(b) If a long term substitute is hired as a permanent staff member in the Town of Newington within the first three weeks of the next school year (15 school days) following such employment in a full year assignment, the year(s) served as a long-term substitute shall count towards seniority and longevity.

Any sick time earned as a long-term substitute in a full year assignment will be accrued towards the accumulated limits for all teachers.

The provisions of this Section (b) are effective July 1, 2005 and shall not be applied retroactively.

6 – 4 **Initial and Long-term Contracts**

The Board and Association hereby adopt the Teacher's Initial Contract and Teacher's Long-Term Contract as appendices to this Agreement. An individual printed notification of salary will be given to each teacher each year.

6 – 5 **Military Service Credit**

(a) Any teacher whose initial employment by the Board begins on or after July 1, 1968 shall receive credit on the salary schedule at the rate of one (1) year for each two (2) years of active military service not to exceed two (2) years credit on the salary schedule.

(b) Any teacher whose initial employment by the Board begins on or after September, 1, 1984, shall receive credit on the salary schedule at the rate of one (1) year for each two (2) years of active military service not to exceed two (2) years credit on the salary schedule, provided the teacher has received an honorable discharge from the military service.

6 – 6 **Payment Schedule**

Members of the unit may elect to be paid on a 22 or 26 payment basis. Persons who elect the 26 payment schedule may further choose to have their final four (4) payments issued on a date prior to the last day of school, which such payment date shall be determined by the Board of Education. Once such election has been made for any school year, it may not be changed.

6 – 7 Change in Salary Schedule

Changes in salary scale placement must follow the procedures described below:

(a) Teachers, in order to qualify for a change in salary scale, must provide the administration with official transcripts of all applicable course work by September 15. When transcripts for summer course work are not provided by the college or university to meet the September deadline, grade reports may be temporarily accepted pending the receipt of the official transcript. This is the only condition under which grade reports will be accepted in lieu of an official transcript.

(b) A revised salary notice will then be prepared and the new salary will be implemented retroactive to the beginning of the school year.

(c) Course work to be applied toward changes in salary scale must be approved in advance by the Superintendent or his designee and be from an accredited college or university and either relate to the current professional responsibility of the staff member or be part of a planned program leading to additional certification or an additional degree. This course work will generally be on the graduate course level, but undergraduate courses may be applied to changes in salary scale placement with the prior approval of the Superintendent of Schools or his designee. A Request for Prior Approval of Salary Scale Change Form, will be required to obtain and document prior approval for course work to be applied toward changes in salary scale.

(d) In addition to the course work described in (c) above, salary scale placement may also be affected by the following professional growth equivalent experiences with the prior approval of the Superintendent of Schools or his designee:

1. staff development programs sponsored by the Newington School System, which are conducted beyond working hours, and which address topics to improve the school system and/or its programs, or professional growth credit earning activities;
2. non-credit courses which meet the requirements of Section (c) and are offered either with college credit for an additional fee or without college credit at a lower fee; or
3. other after-hours professional growth programs, which are sponsored by such organizations as the Capitol Region Education Council and the Connecticut Education Association, which are related to the professional responsibilities of the staff member and which receive prior approval as indicated above.

The Newington Public Schools will use a time measurement of hours for professional growth conducted beyond working hours to advance the salary scale. A total of ten (10) hours of approved non-credit professional growth will be considered the equivalent of one (1) semester hour of college credit. No more than six (6), or 60 hours, of the fifteen (15) credits needed to change salary scales may be earned through non-college credit programs.

A Professional Growth Experience(s) Request and Approval Form will still be required to obtain and document prior approval for the professional learning. Participants will then assume the full responsibility for presenting official written evidence of their successful completion of the program and of the program hours to the Office of Human Capital Development.

6 – 8 Withholding of Increments

Except as provided below, teachers shall move one step on the salary schedule in years in which step advancement is granted provided that they have worked at least 40% of the student school days that year. Notification of withholding of increments or withholding of up to fifty-five (55%) percent of an annual salary increase for those not scheduled for an increment and the reasons thereof must be made by the Superintendent of Schools to the teacher concerned by April 1. Upon notification, a program to address the concerns for the withholding shall be implemented by the Superintendent of Schools or his designee for a period of not less than 60 calendar days. Upon completion of this period, a final decision will be made by the Superintendent. In the event the withholding is in the opinion of the Superintendent of Schools due to an act of misconduct or an instance of gross professional misjudgment in the performance of the member's responsibilities, or in the event the withholding is for conduct or performance that was previously subject to a corrective program under this Article, notification of withholding will be made within a reasonable time of such conduct or performance and the program requirements of the Article will not be applicable.

In the event an increment is withheld from a teacher after June 30, 1989, such teacher will be placed on the salary schedule step the teacher would have been on (had the increment not been withheld) after three consecutive years of successful teaching experience. These three years must all occur subsequent to the withholding of the increment. This provision will not prevent a teacher from otherwise reaching the maximum step of the salary schedule, e.g., a teacher who is on the second highest step will reach the maximum step one year after the increment withholding, provided there is not a further withholding of the increment.

ARTICLE VII SALARY DEDUCTIONS

7-1 Association Service Fee

7 – 1.1 All teachers employed by the Newington Board of Education shall, as a condition of employment, join the Newington Teachers' Association or pay a service fee to the Association. Said service fee shall be determined by the Association. A teacher employed for less than half-time shall pay half of the amount determined by the Association.

7 – 1.2 The Board agrees to deduct from each teacher an amount equal to the Association membership dues or the Association service fee, whichever is applicable, by means of payroll deductions and to transmit the monies by check within five (5) working days to the Association. The Board shall include with such check a list of teachers for whom such deductions were made.

7 – 1.3 Those teachers whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the days remaining in the school year. Long-term substitutes employed for a full school year who commence their teaching responsibilities within the first fifteen (15) school days shall be subject to the provisions of this section.

7 – 1.4 The Association shall certify to the board in writing the current rate of its membership dues. The Association shall give the board thirty (30) days written notice prior to the effective date of a change in the rate of its membership dues.

7 – 1.5 Deductions referred to in Section 7 – 1 shall be made in equal payments from the first twenty (20) paychecks of the school year.

7 – 1.6 By October 15 of each school year the Board shall provide the Association with a list of all certified employees of the Board and the positions held by said employees. The Board shall notify the Association of any changes in said list, within five (5) working days of such changes.

7 – 1.7 The Association shall save the Board harmless against all claims, demands, suits, or other forms of liability brought by the Association or members of the unit which may arise out of action taken in making deductions and remitting the same to the Association pursuant to this article. The Board may choose to use Association appointed legal services for the settling of any claims, demands, suits, or other forms of liability arising pursuant to this article. Any claims, demands, suits, or other forms of liability arising pursuant to this article as a result of intentional acts by non-certified employees of the Board of Education will not be subject to this hold harmless clause.

7 – 2 Tax Sheltered Annuities

7 – 2.1 Members will have a limited choice of twenty companies for the purpose of investing in tax-sheltered annuities. Teachers, who as of July 1, 1989, are investing in an annuity offered by a company which is not one of the twenty will be allowed to continue investing in such annuity.

7 – 2.2 There will be two Tax Sheltered Annuity Enrollment and Investment Change Periods. Enrollment or change in investment amounts may be made effective in the month of January by giving notice to the Office of the Business Administrator no later than December 1 and in the month of September by giving notice no later than July 1.

7 – 2.3 The above notification date of July 1 shall be extended 30 days beyond the final contract settlement date in the event the contract is not settled prior to June 1. The effective date for change will be September 1 or 30 days after the enrollment or change period extension should it run beyond August 1.

7 – 2.4 Members of the unit may discontinue annuity deductions at any time by giving thirty (30) days notice to the Office of the Business Administrator.

7 - 2.5 In view of these agreements contained in Article VII, the Association agrees that it will hold the Board harmless in the event of any claim against the Board arising out of teacher participation in the tax sheltered annuity program.

7-3 **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 VIII
WELFARE PROVISIONS

8- 1 Insurance Benefits

8- 1.1 The Board shall provide individual, two-person or family coverage (including coverage for same sex domestic partners who meet the standards for eligibility set forth by the in-force medical and dental providers) for each member who wishes to participate in one of the following insurance benefit options:

Option A- Blue Cross Blue Shield Century Preferred Provider Plan (PPO) [**Not available to new hires. This plan will be eliminated 6/30/2017**]

(a) A preferred provider plan reimbursing covered medical expenses in full, subject to the following in-network co-payments:

\$25 co-payment for each office visit with the unlimited maximum. The \$25 co-pay will also be applicable to the medical office benefit.

\$100 co-payment for each emergency room service

\$50 co-payment for each Urgent Care Visit

\$200 co-payment for each out-patient surgical procedure

\$300 co-payment for each hospital admission

The preferred provider plan will contain the following deductibles, co-insurances and out-of-pocket maximums for services rendered by out-of-network providers:

Calendar year deductible: one person - \$500
 two person - \$1,000
 more than two person family - \$1,500

Out-of-pocket maximums: \$1,500 for individual
 \$3,000 for two persons
 \$4,500 for family

The preferred provider plan will provide an unlimited lifetime maximum benefit for all out-of-network claims and for in-network claims. The preferred plan will provide an air ambulance benefit of \$3,500. The preferred plan will provide an unlimited maximum benefit for out-patient rehabilitation and infusion therapy.

The preferred provider plan will contain a Managed Care Program with the following non-compliance reductions:

- Hospital reduction - \$200
- Admitting physician reduction – 25%
- Surgical reduction – 25%

Prescription drug coverage, including contraceptives, formula for infants allergic to milk protein, with unlimited annual maximum with a co-payment of \$5.00 for generic drugs, and a co-payment of \$20.00 for preferred brand name drugs and \$40.00 for non-preferred brand name drugs, with co-payment for mail order drugs one and one-half times the applicable co-payment for generic drugs and one and one-half times the applicable co-payment for brand drugs. The dispensing maximum is the lesser of a 30-day supply or 100 unit doses. The dispensing maximum for the voluntary mail order program is a 90-day supply.

This contract includes a dental care plan.

Covered charges are identified in the master contract issued by the insurance provider to the Newington Board of Education. The maximum age for dependent/student eligibility is 26 years, subject to any contrary provision under state or federal law.

Members of the unit retiring after June 1, 1984 will receive a credit of \$22.25 per month toward the cost of their insurance premium until they reach age 65.

Option B – High Deductible Health Plan (HDHP) with Health Savings Account [**Voluntary option 7/1/2015 – becomes sole option 7/1/17**]

- All services are subject to the deductible except for preventive services allowed under HDHP rules. Preventive services are covered at 100% and are not counted against the deductible. The list of approved preventive services can be periodically changed at the discretion of the insurance carrier to maintain compliance with mandated requirements based on Health and Human Services (HHS) recommendations.
- Prior to the deductible being met, the member is responsible to pay for 100% of the Anthem discounted cost of the service.
- Once the deductible has been met (currently \$2,000/\$4,000) the plan will pay 100% of in network, medically necessary services, except for prescription drugs. Prescription drugs will have a copay structure that applies (currently \$5/\$20/\$40). This copay structure will apply from the point that the deductible is met up until the Out of Pocket maximum is reached.
- Once the Out of Pocket maximum is met currently (\$4,000/\$8,000) the plan will pay 100% of all prescription costs of the remainder of the year.
- Deductibles and Out-of-Pocket maximums reset as of the first day of each new plan year (i.e. 7/1/15).

- o The HDHP plan will contain the following deductibles:

Calendar year deductible:	one person - \$2,000
	two person or more than two person - \$4,000
- o Fifty percent employer funding contribution towards deductible (\$1,000/\$2,000 based on \$2,000/\$4,000 deductible) by July 31 and January 31 of each contract year into an educator's HSA account.
- o This plan includes a Vision Rider and Dental Care Plan.
- o Plan will include HSA/HRA. Board of Education will pay banking fees for HSA account only at Board of Education designated financial institution (set up fees and monthly account fees only)
- o Unused HRA funds remain with the Board of Education. Federal Regulations prohibit HRA funds to be transferred to the employee.

8-1.2 New teachers hired beginning with the 2015-2016 school year will only have Option B (HDHP Plan) available to them.

8-1.3 (a) The insurance benefits set forth in Option A (the Preferred Provider Plan) will be provided on a premium sharing basis whereby the member will pay a percentage of the allocation rate (projected claims, administrative fees and stop loss).

Effective July 1, 2015 the member will pay 20% of the allocation rate by payroll deduction.

Effective July 1, 2016 the member will pay 21% of the allocation rate by payroll deduction.

Effective July 1, 2017, this plan will no longer be available.

(b) The insurance benefits set forth in Option B (HDHP) will be provided on a premium sharing basis whereby the member will pay a percentage of the allocation rate (projected claims, administrative fees and stop loss).

Effective July 1, 2015 the member will pay 15% of the allocation rate by payroll deduction.

Effective July 1, 2016 the member will pay 15.75% of the allocation rate by payroll deduction.

Effective July 1, 2017 the member will pay 16.25% of the allocation rate by payroll deduction.

(c) The Board will adopt an Internal Revenue Code Section 125K plan for member premium contributions. The Internal Revenue Code and its implementing regulations shall govern the administration of this plan.

(d) If, during the life of this contract, National Health Care Reform Legislation is enacted, the parties agree to review the health insurance article of this contract in order to ascertain changes that need to be made to comply with the legislation.

(e) The Board of Education shall establish and maintain an IRS Section 125 Flexible Spending Account (FSA) for teachers. The account shall be designed to permit exclusion from taxable income for each teacher's share of health and medical premiums, deductibles, co-insurance and unreimbursed medical expenses as well as cost of dependent care. As allowed by law, the Dependent Care Account shall have a \$5000 maximum, automatically increasing upon any change in the law. The Medical Account shall have a maximum as allowed by law. Federal Regulations prohibit individuals that participate in the HDHP with an HSA account to also have an FSA account, unless the FSA account is for Dependent Care.

8- 1.4 The Board shall pay 100% of the costs to the individual for the following:

(a) Group life insurance in the amount of \$10,000. Additional group life insurance, in increments of \$10,000, to a maximum of \$50,000 may be purchased by the individual at the prevailing group rate. The provision of this benefit is subject to insurance carrier rules and regulations including minimum enrollment and evidence of insurability requirements.

(b) Accidental Death and Dismemberment Insurance

8- 1.5 The Board shall reimburse 100% of the costs to the individual member of the unit over 65 of his/her payment under Part B of Medicare. In lieu of this reimbursement plan, the individual member may elect to continue his/her coverage under one of the medical insurance options.

8- 1.6 The Board agrees to continue insurance coverage pursuant to the appropriate medical insurance plan, to age 65 for retirees from the school system who are actively collecting from the Connecticut Teachers' Retirement System under the following conditions:

(a) The Board shall pay the costs of such individual insurance coverage for those retirees who have at least 105 unused accumulated sick days as of the date of their retirement for a one year period from the effective date of their retirement. For those retirees who have at least 210 unused accumulated sick days as of the date of their retirement, the board shall pay the cost of such insurance coverage for a two year period from the effective date of their retirement.

(b) Retirees may purchase dependent or family coverage for the opted insurance program provided the retiree pays to the Board the difference between the full cost and the individual cost of the program.

(c) Continuance of the opted Blue Cross and Blue Shield insurance coverage pursuant to this section for retirees who do not qualify for such coverage beyond the time limit set forth in Section 8-1.6(a) shall be contingent upon the retiree paying the full cost of such coverage to the Board.

(d) The Board agrees to continue Blue Cross and Blue Shield coverage for retirees, as defined herein, who are 65 and older and who are ineligible for earned social security benefits and Medicare. It is understood that continuance of Blue Cross and Blue Shield insurance coverage for retirees pursuant to this paragraph shall be contingent upon the retiree paying the full cost of such coverage to the Board.

8- 1.7 Any member who resigns is entitled to all appropriate insurance benefits through August 31 of the year of resignation provided the member has fully performed the contract obligation through the end of that school year.

8- 1.8 There shall be no change in the present insurance benefits set forth in Article VIII except by agreement of the parties. In the event the Board finds that it can provide substantially equivalent benefits and services through an alternative carrier of its choice, it shall seek mutual agreement of the Association for such change. The Association shall have thirty (30) working days to examine the Board's proposal. If the parties are unable to agree to an alternative carrier, a mutually agreed upon arbitrator shall be appointed and the decision of the arbitrator shall be binding upon the parties. If the parties are unable to agree on an arbitrator within ten (10) days of a request by either party to arbitrate, the American Arbitration Association shall be requested to appoint an arbitrator with expertise in the health insurance field in accordance with its rules and regulations.

8 - 1.9 The Board shall exercise due diligence to cause the insurance carriers to prepare for distribution to all members of the unit a brochure outlining the benefits to be provided pursuant to this Article VIII and any new or revised benefit plans or programs during the term hereof.

8 - 2 Reimbursement for Damaged and Lost Property

8- 2.1 The Newington Board of Education hereby agrees to allocate the sum of three thousand five hundred (\$3,500) dollars for the following purposes:

(a) To provide compensation to any member of the unit who suffers loss or damage to personal property while on school grounds or while performing school related duties off school grounds. Said loss or damage shall be limited to teaching materials and/or instructional materials owned or supplied by the teacher.

(b) To provide compensation to a member of the unit who suffers loss as a result of damage to his or her vehicle while on school grounds if it appears from the nature of said damage that it is more probably than not that the damage was caused by vandalism.

8- 2.2 In the event that the loss or damage is caused by the employee's carelessness, the Board shall not be obligated to provide reimbursement.

8- 2.3 If the member has insurance covering the property loss or damage or the event which caused said loss or damage, the Board shall not be obligated to provide reimbursement beyond the deductible.

8- 2.4 Said claims shall be paid in June, and if the total of all claims allowed exceeds three thousand five hundred (\$3,500) dollars, then the claims shall be paid on a pro rata basis.

8 - 2.5 After the claims have been paid, the Board shall forward to the Association an accounting of the number of claims filed and paid. This accounting shall also include the amount of dollars claimed and the amount of dollars disbursed.

8 - 3 **Retirement Increment**

After a minimum of fifteen (15) years of service to the Newington School District, any member of the unit who meets the eligibility requirements of the Connecticut Teachers' Retirement System and who will have been a member of the retirement system for a minimum of 25 years or will be at least 60 years of age during the calendar year of the retirement date, is eligible for a retirement increment as follows:

(a) In order to be eligible to receive a retirement increment, the member must notify the Chief of Staff, on the designated form, during November of the fiscal year prior to the first year of increment payment and must submit a letter of resignation to take effect on the intended retirement date. This letter of resignation must be submitted prior to the June 1 date preceding the initial year of increment eligibility. This requirement can be waived when in the judgment of the Superintendent of Schools it is considered in the best interests of the school system. The maximum retirement increment, as defined in 8-3 (b) shall be three (3) years.

(b) The Board shall, upon receipt of such notice and letter of resignation, grant a salary increment equal to five (5) per cent of the member's annual base salary (including any longevity salary) plus one-half (1/2) percent for each year of service to the district beyond fifteen (15). This salary increment shall be granted to the member for each of the three (3) school years immediately preceding the date of retirement.

(c) In the event the member gives only two (2) years notice in the letter of resignation, the increment will be payable only during the two (2) years immediately preceding the member's date of retirement.

(d) In the event the member gives only one (1) year notice in the letter of resignation, the increment will be payable only during the one (1) year immediately preceding the member's date of retirement.

(e) If, after submitting the letter of resignation and collecting the retirement increment for one or more years, extenuating circumstances cause the member of the unit to want to postpone the intended retirement date, the member shall contact the Chief of Staff to discuss the circumstances and desired postponement. Procedures, for applying the increment to different years from those originally intended and for the pay back of any increment money received for years prior to the revised eligibility period, will be determined and implemented by the Chief of Staff.

(f) If a member rescinds his/her retirement he/she will never be able to receive more than what he/she had originally been entitled to at the original time of notification. An individual shall not be able to rescind after October 1 of the school year of retirement. This penalty can be

waived when in the judgment of the Superintendent of Schools it is in the best interest of the school system.

8 - 4 Sick Leave

8 - 4.1 Each member of the unit is entitled to sick leave with full pay up to fifteen (15) school days in each year of this contract. Unused sick leave shall be accumulated from year to year, so long as the member of the unit remains continuously in the service to the Board, up to but not in excess of two hundred and ten (210) school days unless increased by state law.

8 - 4.2 For absence for sickness during a school year in excess of five (5) continuous school days after accumulated sick leave is exhausted, a member of the unit may be granted the difference between such member's substitute pay and regular salary at the discretion of the board. Such difference if granted shall be payable from the first day of such extended absence.

8- 4.3 Sick leave, of the type specified in Sections 8 - 4.1 and 8 - 4.2, shall be affirmed by a certificate of an attending physician if requested by the Superintendent.

8- 4.4 Teachers shall be given an accounting of their accumulated sick leave time and the name, if any, of their current designated beneficiary in writing before October 15 of each school year.

8- 4.5 Any teacher who becomes permanently disabled from performance of teaching responsibilities as shown by competent medical evidence shall receive payment for all unused accumulated sick days prior to release from Board of Education employment. The Board may require that the teacher be evaluated by a physician of its choosing.

8- 4.6 Teachers may use up to three (3) days of sick leave for illness of other members of the teacher's immediate family residing in the same household.

8- 5 Death Benefit

Upon death of member, the designated beneficiary or estate shall receive 100% of such member's accumulated unused sick leave. This benefit will be calculated by taking the number of accumulated unused sick days times the member's daily salary rate (1/184.5 of the annual salary.)

Upon the death of a member, the Board will contact the designated beneficiary or estate to inform of the availability of this benefit and procedures for collecting it. Designated Beneficiary Forms shall be found in Appendix G.

8 - 6 Injury Leave Supplement to Worker's Compensation

In case of absence because of injury which the worker's compensation commissioner or the Board's insurance carrier has determined to have arisen out of or in the course of employment, the employee shall be allowed full pay minus whatever worker's compensation payments the employee may receive covering loss of time. A maximum of one hundred fifty (150) days shall not be deducted from the employee's accumulated sick leave for this cause. Any absence in excess of one hundred fifty (150) days will be deducted from the employee's accumulated sick leave.

8 – 7 Temporary Leave of Absence

8– 7.1 Each member of the unit shall be entitled to five (5) days leave of absence with pay each year for legal, business, principal Jewish holy days or similar days for other religions, household or family matters which, after a good faith effort, cannot be scheduled or accommodated outside of the school day.

Application for such leave shall be in writing on the form found in Appendix L and the reason for the leave shall be checked. Application shall be made as far in advance as practicable and ordinarily at least forty-eight (48) hours in advance. In the event of extreme emergencies, additional days of temporary leave may be granted by the Superintendent. The decision to grant or refuse to grant such leaves shall not be grievable. Teachers requesting leave under this emergency provision shall clearly state the reasons for prior utilization of temporary leave time.

8– 7.2 The Association and the Board jointly accept the responsibility to encourage staff members to use temporary leaves of absence days with discretion. The Association shall receive annually a list of all staff members who have used temporary leave of absence days and the number of such days used. Such temporary leaves of absence shall not be utilized for vacation, recreational, or other purposes not consistent with the permitted uses of legal, business, principal Jewish holy days or similar days for other religions, household or family matters.

The individual's responsibility to the students and to the instructional program must be considered when scheduling legal, business, household and family matters during school hours.

8– 7.3 Temporary leaves of absence shall not be taken the day before or the day after school holidays or school vacation periods unless the Superintendent has specifically approved the reason for taking such leave. Such approval shall be in writing.

8– 7.4 All members of the unit may be permitted additional time at the discretion of the Superintendent for the following educational reasons:

Attending educational meetings which have direct value to the pupils.

School visitations which have been planned in advance.

Members of the unit serving as chairperson of curriculum workshop committees may be given time to carry out the duties of the chairperson during the school day.

Serving the local, state or national education associations. For the welfare of the school, attendance at such meetings must necessarily be kept to a minimum.

8 – 8 Deductions for Days Out

Deductions for days out for reasons other than those permitted under 8 – 4, 8 – 6, and

8- 7 will be made at the rate of 1/184.5 of the member's annual salary. The prior approval of the Superintendent of Schools is required before days are taken under this section.

8 – 9 **Protection of Teachers**

The Board of Education expressly recognizes the provisions of Connecticut General Statutes, Section 10-236 (a) and P. A. 79-464.

8- 9.1 **Just Cause**

No teacher shall be reprimanded in writing or suspended from teaching duties without pay without reasonable and just cause.

ARTICLE IX **EXTENDED LEAVES**

9 – 1 **Leaves For Improvement or Education**

Leaves of absence without pay may be granted at the discretion of the Board to members of the unit for acquiring experiences in learning which would contribute to the member's effectiveness as an employee of the Newington School System provided that applications for such leaves of absence must be made in writing prior to March 1 of the preceding year.

Upon their return to Newington, employees who have been absent on leave will be given the positions they formerly held or others for which they are qualified. Leaves for improvement through experience or education shall be granted only to those who have completed three (3) years of service in Newington. When employees return from this type of leave, their years of absence shall be credited to them for determining their position on the salary schedule. Leaves of this type shall be granted for only one (1) year. Requests for extension, if granted, shall be for only one (1) additional year. Leaves for improvement or education may be granted for the following purposes:

1. Study at accredited colleges or universities.
2. Travel for professional improvement.
3. Teaching in the military service.
4. Teaching in a foreign country.
5. Teaching in another part of the United States.

When a leave is granted solely to study at accredited colleges or universities, a minimum of nine (9) semester hours will be carried each semester while the leave is in effect.

9 – 2 **Sabbatical Leaves**

Sabbatical Leaves of one-half (1/2) year or one (1) full year may be granted at the discretion of the Board to members of the unit upon recommendation by the Superintendent for

approved scholarly programs whether or not carried on in an academic institution, subject to the following conditions:

9- 2.1 Not more than 1% of the teaching staff shall be absent on Sabbatical Leave at any one time.

9- 2.2 Requests for Sabbatical Leave must be received by the Superintendent no later than December 31 of the year preceding the school year for which the Sabbatical Leave is requested. It is understood that the deadline of December 31 may be waived at the discretion of the Superintendent when fellowship grants and/or scholarships awarded late in the year make such a deadline unreasonable.

9-2.3 The applicant has completed at least four (4) consecutive full years of service in the Newington Schools.

9- 2.4 Teachers on Sabbatical Leave will be paid 75% of their annual contract rate in effect for the contract year in which the Sabbatical Leave occurs. Insurance programs will be continued and all normal deductions shall be made.

9- 2.5 The teacher shall agree to return to employment in Newington for one and one-half (1 ½) years in the event of a one-half (1/2) year's leave, and three (3) full years in the event of a full year's leave. When teachers return from this type of leave, their time of absence shall be credited to them for determining their position on the salary schedule.

9 – 3 **Exchange Teaching**

9- 3.1 Exchange Teaching Leaves of one (1) full year may be granted at the discretion of the Board for certified personnel to participate in exchange teaching programs approved by the Superintendent and Board subject to the following conditions:

9- 3.2 The teacher has completed at least three (3) consecutive full years of continuous service in the Newington Schools.

9- 3.3 Teachers on Exchange Leaves shall be paid full salary. All regular deductions shall be made, and insurance programs shall be continued.

9- 3.4 The teacher shall agree to return to employment in Newington for three (3) full years after Exchange Teaching Leave. When teachers return from this type of leave, their time of absence shall be credited to them for determining their position on the salary scale.

9 – 4 **Health Leaves**

9- 4.1 Leaves of absence for health reasons may be granted by the Board to members of the unit on recommendation by the Superintendent subject to the following conditions:

9- 4.2 The applicant has completed at least three (3) consecutive full years of service in the Newington schools.

9- 4.3 This type leave shall be limited to one (1) year only.

9- 4.4 The year's absence shall not be credited to the teacher for determining position on the salary scale.

9- 4.5 Insurance programs will be continued.

9- 4.6 Upon return from a health leave, the teacher will be given the position formerly held or another for which the teacher is qualified and certified.

9 – 5 **Maternity Leaves**

9- 5.1 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be treated as temporary disabilities for all job-related purposes. (The term "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in Section 10-156 of the Connecticut General Statutes.)

9- 5.2 Accumulated sick leave shall be available for use during periods of such disability.

9- 5.3 Disability leave beyond any accumulated sick leave shall be available, for such reasonable further period of time as the employee is determined by a physician to be disabled from performing the duties of the position, because of pregnancy or conditions attendant thereto.

9- 5.4 Policies involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.

9- 5.5 Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.

9- 5.6 The teacher shall notify the Superintendent in writing at least two (2) months before the leave is to become effective unless emergency conditions exist.

9- 5.7 Prior to pregnancy-related disability leave becoming effective, the teacher must present a written statement from a physician certifying that she will be unable to perform employment duties as of a specific date or that continued employment might jeopardize the health of the member and/or the unborn child. To aid the school district in finding a satisfactory replacement during the period of leave, the written statement from the physician must set forth the anticipated duration of the disability. Should change in this anticipated duration occur supplementary written physician's statements must be provided.

9 – 6 **Childrearing Leaves**

9- 6.1 Leaves of absence for childrearing purposes may be granted by the Superintendent to members of the unit subject to the following conditions:

9- 6.2 In general, this type of leave shall be limited to one (1) year only provided, however, that in the discretion of the Superintendent of Schools, whenever a childrearing leave is granted within the middle of school year, the one (1) year may be extended to include the remainder of the following school year.

9- 6.3 The year's absence shall not be credited to the teacher for determining position on the salary scale.

9- 6.4 Life insurance shall be paid by the Board for teachers on childrearing leaves.

9- 6.5 Upon return from a childrearing leave the teacher shall be given the position formerly held or another for which the teacher is qualified and certified.

9 – 7 **Military Service Leaves**

Military Service Leaves shall apply as set forth in Section 10-156c and d of the General Statutes of the State of Connecticut.

9 – 8 **Career Enrichment Leaves**

9-8.1 Leaves of absence without pay may be granted at the discretion of the Board to tenured members of the unit for the purpose of exploring alternative vocations. In general these leaves shall coincide with the school year.

9- 8.2 These leaves shall be applied for prior to March 1 of the year preceding the year in which the leave is to be taken. The Superintendent of Schools, in his discretion, may extend this date to June 1 of such year. The duration of the leave shall be for one (1) full school year.

9- 8.3 At the end of the leave if the employee returns to employment in Newington, the teacher will be given the position formerly held or another for which the teacher is qualified and certified.

9- 8.4 The employee on leave will notify the Board, in writing, by the March 1 date prior to the expiration of the leave that the employee intends to return to employment in Newington.

9- 8.5 The year's absence shall not be credited to the teacher for determining position on the salary scale.

9 – 9 **Effect of Leaves of Absence on Section 14-4 of Article XIV**

Teachers on leave of absence are subject to the provisions of Section 14-4 of this Agreement. The only exception is those on Military Leave whose return to employment is governed by Section 10-156d of the General Statutes of the State of Connecticut.

9 –10 **Insurance Benefits and Extended Leaves**

When a member of the unit is on extended leave and insurance benefits listed in Section 8-1 are not provided by the Board of Education, these insurance benefits may remain in force

throughout the extended leave provided the member of the unit pays the cost of such insurance to the business office one (1) month prior to the premium due date.

ARTICLE X CLASS SIZE

10 – 1 The Board and the Association recognize that pupil-teacher ratio is one of the important aspects of an effective education program. Therefore, from an educational viewpoint and from the viewpoint of providing a good working environment for teachers, the parties recognize the desirability of limiting the number of students participating in class, of equalizing as much as possible the number of students assigned to the various classes conducted within a grade level or subject area, of limiting the number of students assigned to a student station in a class and, consistent with federal and state law, of giving equitable consideration to the assignment of students with special needs to non-special education classes and programs. To that end, it is the policy of the Board, to an extent consistent with sound educational principles, fiscal limitations, the physical facilities of the system, instructional time and the needs of the students, to limit and to equalize class size with regard to the needs of the students and/or the class.

An advisory committee for each building consisting of two (2) NTA representatives from that building will have an opportunity each year in May to provide advice to their building principal regarding class size.

On October 15 each year, Notice of Class Size report will be provided to the NTA President.

ARTICLE XI PROFESSIONAL VACANCIES

11 – 1 A vacancy is defined as any open position as designated by the administration after allowances have been made for necessary interschool and intraschool adjustments, placement of staff returning from leave, and decisions concerning voluntary requests for transfer. The provisions of this article shall apply only to vacancies to be filled at the beginning of a school year and new positions established at any time by the Board of Education, and these shall be filled pursuant to the following procedures. Positions established for one school year or less than one (1) school year shall not be subject to the provisions of this paragraph.

11 – 1.1 Notice of such vacancies or new positions shall be posted in every school and a copy sent to the Association at least fifteen (15) days prior to the final date when applications must be submitted.

11 – 1.2 Said notice of vacancy or new position shall clearly set forth the qualifications for the positions.

11 – 1.3 Teachers who desire to apply for such vacancies or new positions shall file their applications in writing within the time limit specified in the notice.

11 – 1.4 Such vacancies or new positions shall be filled from applicants to include part-time and full-time teachers both within and outside the system on the basis of fitness for the vacant post, provided, however, that where two or more applicants are substantially equal in qualifications the applicant with the greatest amount of seniority in the Newington School System shall be given preference.

11 – 1.5 Notwithstanding the provisions of Section 11 – 1.1 above, all notices of vacancies or new positions occurring during the summer months prior to August 1 will be posted and kept up-to-date in the school administration office and a copy sent to every school for posting. A request for a list of openings will be honored.

ARTICLE XII WORK DAY/WORK YEAR

12 – 1 Any extension of the work year, beyond that established for the 2014-2015 work year, shall be compensated at the per diem rate of 184.5 x the teacher's annual salary for each day the work year is extended for teachers.

12 – 2 A work day scheduled as a school day, which as a result of an emergency does not meet the legal requirements of a school day, shall not be considered a day in the work year.

12 – 3 The teacher work day shall generally be defined to include the student day plus forty (40) minutes. The teachers recognize that their responsibility to their students and their profession at times requires the performance of duties that involve the expenditure of time beyond that of the normal working day. The annual open house, conference days, staff meetings, department meetings and committee meetings are examples of such duties.

12–4 If the Board, at its discretion, lengthens the teacher work day beyond the hours in effect during the 2014-15 school year it shall compensate the professional staff members at a rate of compensation based upon a pro-rating of the staff members' annual salary equal to a percentage of the time the teacher work day is extended.

12 – 5 When meetings are called there shall be an agenda which identifies the purpose of the meeting, the business to be conducted, and the approximate duration.

In general, required meetings which occur outside the normal workday will be limited to one (1) per week, which in duration will be less than one (1) hour. PPT's are excluded.

12 –6 The teacher work day shall include a duty-free lunch period of twenty-five (25) minutes. The twenty-five minute duty free lunch shall commence when students are dropped off at the cafeteria and shall conclude when students are picked up from the cafeteria.

12 – 7 When members of the unit at any level are assigned for the purpose of supervising students at dances, concerts, middle school drama club performances, roller skating parties, the high school variety show, graduation, or on spectator buses to athletic events, such assignments shall first be made from a list of qualified volunteers, if any. If there are no such qualified volunteers, then, and only in such event, assignments of members of the unit shall be made on a

rotational basis within each school. Compensation for such assignments shall be set forth in Appendix B. The time sheet to be used is also found in the appendices in this agreement. Those members already being compensated under Appendix B-2 and those members who perform such supervisory duties pursuant to the responsibilities of their job description shall not receive additional compensation under this article for activities involving their group.

ARTICLE XIII
RESEARCH AND DEVELOPMENT

13 – 1 The Board and the Association realize the positive value of research and development upon the improvement of instruction in the Newington schools.

ARTICLE XIV
TRANSFER AND/OR SEPARATION

14 – 1 Transfers may be voluntary or involuntary. A transfer is generally defined as a change in assignment from one school building to another school building. Staff members who are assigned by program rather than by building are an exception to this definition. For program staff a transfer is a change in assignment that results in a change from one program to another or from a program assignment to a regular building classroom position. Certification is a major consideration in all transfers.

14 – 2 **Voluntary Transfers**

14 – 2.1 Requests must be made to the Superintendent of Schools or his designee in writing no later than March 1 of the preceding school year.

14 – 2.2 Prior to submitting a written request for a transfer, the teacher will meet with the building principal or supervisor to discuss the request. This meeting will be necessary before a transfer request can be given consideration.

14 – 2.3 Transfers will be made only if an opening exists for which the teacher is certified and such transfer is in the best interest of the school system.

14 – 2.4 When voluntary transfers are approved, the greater length of full-time service in the Newington School System, since last date of hire, shall be a consideration.

14 – 2.5 All requests for transfer shall remain on file for one (1) year and shall be considered for any vacant position which would be filled by a person under a signed, initial teaching contract.

14 – 3 **Involuntary Transfers**

14 – 3.1 When a teacher is transferred involuntarily, it shall be to a position for which the teacher is certified and to a comparable position if possible.

14 – 3.2 An involuntary transfer shall be made only after meeting between the teacher involved and the Superintendent of Schools or the Chief of Staff at which time the teacher shall be notified in writing of the reason for the transfer.

14 – 3.3 When involuntary transfers are necessary, the greater length of full-time, continuous service in the Newington School System shall be a consideration.

14 – 4 **Separation and Recall Procedures**

14 – 4.1 Determination of those who are to be released is to be in the following order:

- (a) Voluntary retirement and terminations
- (b) Non-tenure teachers
- (c) Tenure teachers

14 – 4.2 Separation - This procedure shall apply only to members of the unit who hold tenure status. Determination of non-tenure teachers to be laid off shall be made by the Board, acting through the Superintendent. When voluntary retirements, voluntary terminations, or non-renewal of non-continuing contracts are insufficient to meet a required staff reduction, certification and years of regular service to the Newington School System, since last date of hire, will be the primary considerations in determining those to be separated.

The following guidelines will apply:

- (a) If positions are eliminated the persons with the least total regular service in the Newington School System holding these positions will be considered first for reassignment or release.
- (b) All certification on file in the personnel office for the staff members affected will be reviewed and reassignment will be made to another position for which certification is held.
- (c) If no appropriate position is available for reassignment but the staff member whose position has been eliminated has had more regular service in Newington than others in that certification area, the staff member with the least regular service in the Newington School System will be released.
- (d) Regular service for this purpose includes only service rendered under a normal individual salary agreement. It does not include service as a long-term or day-to-day substitute, student teaching, or volunteer service.
- (e) As a result of (a) through (d), staff reduction will affect, in general, those with the least amount of experience in the Newington School System.

14 - 4.3 **Recall** -

- (a) The name of any tenured teacher whose services have been terminated because of the elimination of a position or a reduction in professional staff shall be placed upon a

reappointment list and remain on such list for three (3) years provided such teacher does not refuse a reappointment and provided such teacher applies in writing by registered mail for retention of his name on said list on or before March 1 of each year subsequent to his termination.

(b) Recall will be based on a reversal of the staff reduction criteria.

(c) No new teacher shall be hired in a certification area until all teachers on the reappointment list with that certification have been recalled or decline the opening, assuming requirements of 14-4.3 (a) have been met.

14 - 4.4 Disputes relating to staff reduction procedures for members of the unit, who have not achieved tenure (continuing contract) status, will not be subject to the grievance procedure of this Agreement. Grievances in behalf of separated tenure teachers must be brought by the Association rather than by the separated teachers.

ARTICLE XV TEACHING ASSIGNMENT

15 - 1 Notification of Assignment

The teacher shall be notified in writing of the grade, subject(s), position, and school(s) to which they will be assigned as soon as practicable and under normal circumstances not later than ten (10) school days prior to the end of the preceding school year. In the event a change in circumstances or condition occurs after notification, assignments may be changed as required to meet the situation and the teacher will be notified as soon as possible.

15 - 2 Planning Period

In general, a minimum of one (1) planning period per day shall be given. A planning period shall be defined as self-directed time to be devoted to activities affecting teaching readiness and the improvement of pupil adjustment and achievement.

It is the goal of the Board of Education and the Superintendent of Schools to achieve an average of 45 minutes a day of planning time on a weekly basis for elementary staff, of which 25 minutes shall be daily, continuous and self-directed. With whatever staff is available at the beginning of each school year, the administration will develop a plan to provide adequate planning time for the staff. The "planning time" plans at each building will be developed in such a manner to assure staff input. On scheduled legal length days or on delayed opening days, each teacher in the elementary schools who is scheduled for a special will receive a condensed special on such days.

The Board of Education shall make a reasonable effort to provide a substitute for each teacher who is absent from school for illness or temporary leave. In the event that a substitute is not available, then a teacher may be assigned to the class of the absent teacher. Such assignments shall first be made from a list of qualified volunteers, if any. If there are no such volunteers or an insufficient number of volunteers, then and only in such event, assignment of members of the unit shall be made on a rotational basis within each school. When a teacher so

assigned loses planning time, said teacher shall be compensated according to the schedule in Appendix B.

15 - 3 Secondary Preparations

In general, secondary teachers (9 - 12) shall not be required to teach more than two preparations per term. Exceptions may be made where curriculum offerings for more than one school year would have to be curtailed or where unusual circumstances of programming make no other efficient alternative possible. The above provision shall not prohibit any teacher from voluntarily agreeing to teach more than two preparations.

15 - 4 Distribution of Duties

In general, teacher assignments such as corridor duty, homeroom duty, study hall supervision, cafeteria supervision, playground duty and bus duty shall be equitably distributed among all teachers. When a teacher assigned to such duties or supervision in place of an absent teacher loses planning time as a result of such assignment, such teacher shall be compensated according to the schedule in Appendix B, pursuant to Section 15-2.

When a teacher is assigned to undertake the responsibilities of another teacher attending planning and placement team meetings, workshops and other school related meetings and such undertaking results in the loss of planning time, then such assigned teacher shall be compensated according to the schedule in Appendix B, pursuant to Section 15-2 on the previous page.

Itinerant teachers shall perform duties in one (1) school only.

15 - 4.1 Each member of the bargaining unit required to enter student based formative assessment data shall receive one data entry period per week in lieu of a designated duty. Time allocation for data entry shall be, in general, 45 minutes a week of which 25 minutes shall be continuous. In the event that a teacher with formative assessment responsibilities does not receive the allotted 45 minutes per week, the teacher will be entitled to receive compensation for this lost time (up to a maximum of forty-five minutes per week) per the Loss of Data Entry Time provision in Appendix B. The 45 minute data period is based on a full week schedule. In weeks where modified schedules occur, the time allotment may vary.

ARTICLE XVI GENERAL PROVISIONS

16 - 1 If any provision of this agreement or any application of this Agreement to any employee or group of employees is held contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

16 - 2 This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

16 - 3 This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any subject whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated and executed this Agreement.

16 - 4 A copy of the complete text of this Agreement or any successor Agreement will be provided for each member of the unit and a copy of the Board Policy Book will be available in each school.

16 - 5 The Board will keep an accurate, up-to-date, and complete listing of the following information and provide this information by November 1 of the current year to the Association. If any changes to this listing take place, the Secretary of the Association shall be notified.

- (a) All personnel who are members of the unit.
- (b) The step, scale, and salary of all members of the unit.
- (c) The duration of employment in Newington of each member of the unit.
- (d) The number of credits on file for each member of the unit beyond his current salary scale.
- (e) A record of accumulated sick days for each member of the unit.

The record of supplementary duties under Appendices B and C of this Agreement.

16-6 The Board agrees that when reassigned to a new classroom for the year, the teacher will pack and label boxes of classroom materials, but will not be required to move the boxes.

16-7 Any member of the bargaining unit who agrees upon request by an administrator to translate/interpret for the school district at a PPT, meeting with an administrator, parent-teacher conference or school registration shall be paid at the curriculum rate as a stipend for the time spent providing such services.

ARTICLE XVII DURATION AND RENEWAL

17 - 1 The Board and the Association agree that all points covered herein above constitute the full and complete agreement between them. No member of the unit or authorized representative, agent or employee of the board may enter into any separate agreement or understanding which will be inconsistent with the terms of this Agreement. Any such separate agreement will not be binding upon the parties hereto, unless mutually agreed upon and expressly adopted in writing.

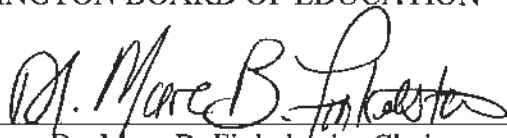
The provisions of the Agreement shall be effective as of July 1, 2015 and shall continue and remain in full force and effect to and including June 30, 2018.

The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2018.

Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect in the 2017-2018 contract year triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations on 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 matters shall not be subject to this reopener provision.


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

NEWINGTON BOARD OF EDUCATION

By 
Dr. Marc B. Finkelstein, Chairperson

5/14/2015
Date

NEWINGTON TEACHERS' ASSOCIATION

By 
Andrea Yukna, Resident

May 14, 2015
Date

APPENDIX A

184.5 Days

2015-2016 Salary Schedule

Lane Abandonment (BA+30, MA+30, 6th Yr+15)

Lane Abandonment (Steps 1-12) 0.000%

Lane Abandonment (Step 13) 1.400%

*Highlighted salary scale lanes are no longer available to members of the unit looking to advance on the salary scale after September 15, 2015 unless such advancement was approved prior to July 1, 2015.

Step	Bachelors'	+15	+30	Masters'	+15	+30	CAGS	+15	+30	Doctorate
1	46,262	47,705	49,209	49,996	51,560	53,194	54,028	55,731	57,493	58,397
2	47,240	48,720	50,257	51,053	52,662	54,325	55,180	56,920	58,724	59,650
3	48,217	49,735	51,305	52,111	53,764	55,457	56,332	58,108	59,956	60,903
4	50,160	51,745	53,370	54,213	55,927	57,699	58,610	60,473	62,394	63,375
5	52,266	53,914	55,618	56,493	58,279	60,130	61,064	63,012	65,006	66,034
6	54,515	56,239	58,025	58,929	60,808	62,732	63,726	65,753	67,843	68,906
7	56,964	58,763	60,626	61,587	63,532	65,558	66,595	68,710	70,890	72,012
8	59,607	61,494	63,441	64,452	66,491	68,594	69,690	71,900	74,194	75,365
9	62,454	64,438	66,484	67,533	69,679	71,894	73,036	75,362	77,760	78,995
10	65,538	67,624	69,770	70,864	73,128	75,453	76,643	79,095	81,612	82,908
11	69,041	71,244	73,509	76,667	79,116	81,636	82,929	85,586	88,308	89,717
12	71,078	73,347	75,679	79,891	82,444	85,071	86,421	89,192	92,029	93,500
12b	74,404	76,780	79,221	84,125	86,814	89,581	91,004	93,923	96,911	98,462
13	77,730	80,212	82,763	88,360	91,185	94,091	95,588	98,653	101,792	103,424

Employees new to the school district shall be placed on the appropriate salary scale in accordance with official transcripts provided by them.

The Board shall pay an annual stipend of \$2,000 to any teacher who is certified by the National Board for Professional Teaching Standards (NBPTS).

Qualifications for the CAGS Scale will normally be through the receipt of a 6th year certificate or a second Masters' degree. A member of the unit who completes 30 credits beyond the Masters' placement not resulting in a 6th year certificate or a second Masters' degree, may request an evaluation of the 30 credit program by the Superintendent of Schools as an alternative means of qualifying for the CAGS Scale. The Superintendent's decision shall not be a subject for the grievance procedure.

<u>Longevity:</u>	\$284 @ 15 years	\$1,113 @ 20 years	\$2,227 @ 25 years
	\$3,345 @ 30 years	\$4,463 @ 35 years	

APPENDIX A

184.5 Days

2016-2017 Salary Schedule

Lane Abandonment (BA+30, MA+30, 6th Yr+15)	
Lane Abandonment (Steps 1-12)	0.000%
Lane Abandonment (Step 13)	1.080%

*Highlighted salary scale lanes are no longer available to members of the unit looking to advance on the salary scale after September 15, 2015 unless such advancement was approved prior to July 1, 2015.

Step	Bachelors'	+15	+30	Masters'	+15	+30	CAGS	+15	+30	Doctorate
1	46,262	47,705	49,209	49,996	51,560	53,194	54,028	55,731	57,493	58,397
2	47,240	48,720	50,257	51,053	52,662	54,325	55,180	56,920	58,724	59,650
3	48,217	49,735	51,305	52,111	53,764	55,457	56,332	58,108	59,956	60,903
4	50,160	51,745	53,370	54,213	55,927	57,699	58,610	60,473	62,394	63,375
5	52,266	53,914	55,618	56,493	58,279	60,130	61,064	63,012	65,006	66,034
6	54,515	56,239	58,025	58,929	60,808	62,732	63,726	65,753	67,843	68,906
7	56,964	58,763	60,626	61,587	63,532	65,558	66,595	68,710	70,890	72,012
8	59,607	61,494	63,441	64,452	66,491	68,594	69,690	71,900	74,194	75,365
9	62,454	64,438	66,484	67,533	69,679	71,894	73,036	75,362	77,760	78,995
10	65,538	67,624	69,770	70,864	73,128	75,453	76,643	79,095	81,612	82,908
11	69,041	71,244	73,509	76,667	79,116	81,636	82,929	85,586	88,308	89,717
12	71,078	73,347	75,679	79,891	82,444	85,071	86,421	89,192	92,029	93,500
12b	74,824	77,213	79,668	84,603	87,307	90,089	91,521	94,455	97,460	99,020
13	78,570	81,079	83,657	89,314	92,170	95,107	96,620	99,719	102,892	104,541

Employees new to the school district shall be placed on the appropriate salary scale in accordance with official transcripts provided by them.

The Board shall pay an annual stipend of \$2,000 to any teacher who is certified by the National Board for Professional Teaching Standards (NBPTS).

Qualifications for the CAGS Scale will normally be through the receipt of a 6th year certificate or a second Masters' degree. A member of the unit who completes 30 credits beyond the Masters' placement not resulting in a 6th year certificate or a second Masters' degree, may request an evaluation of the 30 credit program by the Superintendent of Schools as an alternative means of qualifying for the CAGS Scale. The Superintendent's decision shall not be a subject for the grievance procedure.

Longevity:	\$287 @ 15 years	\$1,125 @ 20 years	\$2,251 @ 25 years
	\$3,381 @ 30 years	\$4,511 @ 35 years	

APPENDIX A

184.5 Days

2017-2018 Salary Schedule

Lane Abandonment (BA+30, MA+30, 6th Yr+15)

Lane Abandonment (Steps 1-12) 0.000%

Lane Abandonment (Step 13) 1.120%

*Highlighted salary scale lanes are no longer available to members of the unit looking to advance on the salary scale after September 15, 2015 unless such advancement was approved prior to July 1, 2015.

Step	Bachelors'	+15	+30	Masters'	+15	+30	CAGS	+15	+30	Doctorate
1	46,262	47,705	49,209	49,996	51,560	53,194	54,028	55,731	57,493	58,397
2	47,240	48,720	50,257	51,053	52,662	54,325	55,180	56,920	58,724	59,650
3	48,217	49,735	51,305	52,111	53,764	55,457	56,332	58,108	59,956	60,903
4	50,160	51,745	53,370	54,213	55,927	57,699	58,610	60,473	62,394	63,375
5	52,266	53,914	55,618	56,493	58,279	60,130	61,064	63,012	65,006	66,034
6	54,515	56,239	58,025	58,929	60,808	62,732	63,726	65,753	67,843	68,906
7	56,964	58,763	60,626	61,587	63,532	65,558	66,595	68,710	70,890	72,012
8	59,607	61,494	63,441	64,452	66,491	68,594	69,690	71,900	74,194	75,365
9	62,454	64,438	66,484	67,533	69,679	71,894	73,036	75,362	77,760	78,995
10	65,538	67,624	69,770	70,864	73,128	75,453	76,643	79,095	81,612	82,908
11	69,041	71,244	73,509	76,667	79,116	81,636	82,929	85,586	88,308	89,717
12	71,078	73,347	75,679	79,891	82,444	85,071	86,421	89,192	92,029	93,500
12b	75,264	77,667	80,136	85,103	87,823	90,622	92,062	95,014	98,037	99,606
13	79,450	81,987	84,593	90,315	93,202	96,172	97,702	100,835	104,044	105,712

Employees new to the school district shall be placed on the appropriate salary scale in accordance with official transcripts provided by them.

The Board shall pay an annual stipend of \$2,000 to any teacher who is certified by the National Board for Professional Teaching Standards (NBPTS).

Qualifications for the CAGS Scale will normally be through the receipt of a 6th year certificate or a second Masters' degree. A member of the unit who completes 30 credits beyond the Masters' placement not resulting in a 6th year certificate or a second Masters' degree, may request an evaluation of the 30 credit program by the Superintendent of Schools as an alternative means of qualifying for the CAGS Scale. The Superintendent's decision shall not be a subject for the grievance procedure.

Longevity: \$290 @ 15 years \$1,138 @ 20 years \$2,276 @ 25 years
 \$3,419 @ 30 years \$4,562 @ 35 years

APPENDIX B

MISCELLANEOUS SALARY DIFFERENTIALS

Appendix B-1 (Salary Differential for Extra Responsibility)	2015-2016	2016-2017	2017-2018
High School Guidance Director and other High School Department Chairpersons*+	\$2,025	\$2,046	\$2,066
Senior Speech Clinician *	2,025	2,046	2,066
Senior Nurse *	2,025	2,046	2,066
Middle School Guidance Dept. Chairperson *	2,025	2,046	2,066
Head Teacher	2,025	2,046	2,066
Digital Content Manager	600	606	612
* Plus the following amount for each person responsible to the above named person	87	88	89

+ Contract plus 2 weeks at per diem rate

Appendix B-2 (Extra Work)

Members of the unit who shall provide the extra services as set forth on this Appendix B-2 shall be selected first from qualified volunteers. In the event that no such qualified volunteer is available for such selection, then and only in such event, the members of the unit may be assigned for the period of one (1) school year to so provide such extra services.

Notice of Extra Work vacancies shall be posted in each school.

<u>HIGH SCHOOL:</u>	2015-2016	2016-2017	2017-2018
<u>Year Book</u>			
Advisor	\$3,961	\$4,001	\$4,041
Art	3,014	3,045	3,075
<u>Music Production</u>			
Stage Director	2,754	2,781	2,809
Music Director (in charge of musical production)	3,058	3,088	3,120
Orchestral Director	2,296	2,319	2,343
Set Coordinator	1,520	1,536	1,551
Costume Coordinator	825	834	842

	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>
<u>Activity Leaders</u>			
Audiovisual Club	\$2,153	\$2,174	\$2,196
Band Director	3,412	3,447	3,481
Chamber Choir	1,486	1,501	1,516
Chamber Orchestra	1,520	1,536	1,551
Culinary Events Coordinator	2,525	2,551	2,577
Dance Team	1,520	1,536	1,551
DECA Club	2,153	2,174	2,196
Dramatic Club	2,277	2,300	2,323
Dramatic Club Technical & Set Director	660	666	673
Jazz Ensemble	1,520	1,536	1,551
Mathematics League	2,153	2,174	2,196
National Honor Society	2,664	2,691	2,718
Student Activities	4,706	4,754	4,802
Student Publication	3,911	3951	3,991
<u>Class Advisors</u>			
Senior Class Coordinator	2,202	2,224	2,247
Senior Class Advisor (2)	1,901	1,920	1,940
Junior Class Coordinator	2,127	2,149	2,170
Junior Class Advisor	1,823	1,842	1,860
Sophomore Class Coordinator	1,671	1,688	1,705
Sophomore Class Advisor	1,520	1,536	1,551
Freshman Class Coordinator	1,520	1,536	1,551
<u>MIDDLE SCHOOL:</u>			
Student Publication	1,820	1,839	1,857
Student Activities	3,412	3,447	3,481
Dramatic Club	2,123	2,145	2,166
Student Store	1,464	1,478	1,493
TV Studio	1,200	1,212	1,224
<u>ELEMENTARY SCHOOL:</u>			
Student Government Advisor	1,012	1,022	1,033
TV Studio	1,200	1,212	1,224
Student Store	500	505	510
<u>SCHOOL TREASURERS:</u>			
General Activities	2,831	2,860	2,889
High School Activities	4,349	4,393	4,438
Middle School Activities	1,594	1,610	1,626

Appendix B-4
(Clubs)

<u>High School</u>	15,000	15,338	15,546
Fund to compensate advisors of other high school clubs formed as a result of student and staff interest, recommended by the principal, and approved by the superintendent			
 <u>Middle Schools:</u>	 8,000	 8,180	 8,311
Fund to compensate advisors of other middle school clubs formed as a result of student and staff interest, recommended by the principal, and approved by the superintendent			
 <u>Curriculum Development, Summer School Staff, and Homebound Instruction:</u>	 PER HR.	 PER HR.	 PER HR.
B.A. Degree Scale	40.00	40.00	40.00
M.A. Degree Scale	40.00	40.00	40.00
6th Yr. Degree Scale	40.00	40.00	40.00
Doctorate Degree Scale	40.00	40.00	40.00
Members of the unit serving as chairpersons or coordinators shall receive an additional	4.01	4.10	4.16
 <u>Other:</u>			
TEAM Reader (per paper rate)	50.00	50.00	50.00
AP Booster	40.00	40.00	40.00
Adult Education Director	40.00	40.00	40.00
Supervisory Duties (Section 12-7)	40.00	40.00	40.00
Compensation for Loss of Planning Time (Section 15-2 or 15-4)	40.00	40.00	40.00
Compensation for Loss of Data Entry Time (Section 15-4.1)	40.00	40.00	40.00

When a member of the bargaining unit is assigned to attend a PPT meeting on a non-working day or for a portion of a meeting after 5:00 p.m. on a working day, he/she shall be compensated at a rate of \$40 for each year of the contract per hour for each hour or portion thereof worked.

APPENDIX C
2015-2016 COACHING DIFFERENTIALS

Positions	Step 1	Step 2	Step 3	Step 4
Baseball (B)	\$3,118	\$3,638	\$4,157	\$4,725
Assistants (2)	2,080	2,425	2,772	3,153
Basketball (B)	4,159	4,852	5,543	6,300
Assistants (2)	2,773	3,237	3,698	4,203
Basketball (G)	4,159	4,852	5,543	6,300
Assistants (2)	2,773	3,237	3,698	4,203
Cheerleading	4,159	4,852	5,543	6,300
Assistant	2,772	3,237	3,698	4,203
Cross Country (B)	2,424	2,829	3,234	3,676
Assistant	1,618	1,888	2,158	2,451
Cross Country (G)	2,424	2,829	3,234	3,676
Faculty Manager	8,939	10,200	11,494	12,813
Field Hockey (G)	2,945	3,435	3,928	4,462
Assistants (2)	1,965	2,292	2,620	2,977
Football	5,197	6,065	6,929	7,875
Assistants (4)	3,469	4,045	4,622	5,253
Golf – Coed	2,424	2,829	3,234	3,676
Assistant	1,618	1,888	2,158	2,451
Gymnastics (B)	2,599	3,032	3,466	3,938
Gymnastics (G)	3,118	3,638	4,157	4,723
Ice Hockey (B)	3,811	4,446	5,082	5,775
Assistant	2,541	2,967	3,390	3,880
Indoor Track – Coed	3,292	3,840	4,389	4,987
Assistant	2,196	2,562	2,928	3,327
Lacrosse (B)	3,292	3,840	4,389	4,987
Assistants (2)	2,196	2,562	2,927	3,327
Lacrosse (G)	3,292	3,840	4,389	4,987
Assistants (2)	2,196	2,562	2,927	3,327
Soccer (B)	3,292	3,840	4,389	4,987
Assistants (2)	2,196	2,562	2,927	3,327
Soccer (G)	3,292	3,840	4,389	4,987
Assistants (2)	2,196	2,562	2,927	3,327
Softball (G)	2,945	3,435	3,928	4,462
Assistant	1,965	2,292	2,620	2,977
Swimming (B)	3,464	4,043	4,620	5,250
Assistant	2,311	2,696	3,081	3,502
Swimming (G)	2,599	3,032	3,466	3,938
Assistant	1,733	2,021	2,312	2,626
Tennis (B)	2,253	2,627	3,003	3,413
Assistant	1,618	1,888	2,158	2,451
Tennis (G)	2,424	2,829	3,234	3,676
Assistant	1,618	1,888	2,158	2,451
Track (B)	2,771	3,234	3,696	4,199
Assistant	1,847	2,157	2,466	2,800
Track (G)	2,599	3,032	3,466	3,938
Assistant	1,733	2,021	2,312	2,626
Volleyball (B)	2,424	2,829	3,234	3,676
Assistant	1,617	1,888	2,157	2,452
Volleyball (G)	2,424	2,829	3,234	3,676
Assistants (2)	1,617	1,888	2,157	2,452
Wrestling (B)	3,638	4,243	4,851	5,513
Assistant	2,425	2,829	3,236	3,677
Intramurals	Fall: \$530	Winter: \$935	Spring: \$443	

APPENDIX C
2016-2017 COACHING DIFFERENTIALS

Positions	Step 1	Step 2	Step 3	Step 4
Baseball (B)	\$3,150	\$3,675	\$4,199	\$4,773
Assistants (2)	2,101	2,450	2,800	3,184
Basketball (B)	4,201	4,901	5,599	6,364
Assistants (2)	2,801	3,270	3,735	4,245
Basketball (G)	4,201	4,901	5,599	6,364
Assistants (2)	2,801	3,270	3,735	4,245
Cheerleading	4,201	4,901	5,599	6,364
Assistant	2,800	3,270	3,735	4,245
Cross Country (B)	2,449	2,858	3,267	3,713
Assistant	1,635	1,907	2,179	2,475
Cross Country (G)	2,449	2,858	3,267	3,713
Faculty Manager	9,030	10,303	11,610	12,943
Field Hockey (G)	2,975	3,470	3,968	4,507
Assistants (2)	1,984	2,315	2,647	3,007
Football	5,249	6,126	6,999	7,954
Assistants (4)	3,504	4,086	4,669	5,306
Golf – Coed	2,449	2,858	3,267	3,713
Assistant	1,635	1,907	2,179	2,475
Gymnastics (B)	2,625	3,063	3,501	3,978
Gymnastics (G)	3,150	3,675	4,199	4,771
Ice Hockey (B)	3,850	4,491	5,133	5,833
Assistant	2,567	2,997	3,424	3,919
Indoor Track – Coed	3,325	3,879	4,433	5,037
Assistant	2,218	2,587	2,958	3,361
Lacrosse (B)	3,325	3,879	4,433	5,037
Assistants (2)	2,218	2,587	2,957	3,361
Lacrosse (G)	3,325	3,879	4,433	5,037
Assistants (2)	2,218	2,587	2,957	3,361
Soccer (B)	3,325	3,879	4,433	5,037
Assistants (2)	2,218	2,587	2,957	3,361
Soccer (G)	3,325	3,879	4,433	5,037
Assistants (2)	2,218	2,587	2,957	3,361
Softball (G)	2,975	3,470	3,968	4,507
Assistant	1,984	2,315	2,647	3,007
Swimming (B)	3,499	4,084	4,667	5,304
Assistant	2,334	2,723	3,112	3,537
Swimming (G)	2,625	3,063	3,501	3,978
Assistant	1,751	2,042	2,335	2,653
Tennis (B)	2,275	2,654	3,033	3,448
Assistant	1,635	1,907	2,179	2,475
Tennis (G)	2,449	2,858	3,267	3,713
Assistant	1,635	1,907	2,179	2,475
Track (B)	2,799	3,267	3,733	4,241
Assistant	1,866	2,178	2,491	2,828
Track (G)	2,625	3,063	3,501	3,978
Assistant	1,751	2,042	2,335	2,653
Volleyball (B)	2,449	2,858	3,267	3,713
Assistant	1,634	1,907	2,178	2,476
Volleyball (G)	2,449	2,858	3,267	3,713
Assistants (2)	1,634	1,907	2,178	2,476
Wrestling (B)	3,675	4,286	4,899	5,569
Assistant	2,450	2,858	3,269	3,714
Intramurals	Fall: \$536	Winter: \$945	Spring: \$448	

APPENDIX C
2017-2018 COACHING DIFFERENTIALS

Positions	Step 1	Step 2	Step 3	Step 4
Baseball (B)	3,181	\$3,712	\$4,241	\$4,821
Assistants (2)	2,122	2,474	2,828	3,217
Basketball (B)	4,243	4,950	5,656	6,428
Assistants (2)	2,829	3,303	3,773	4,288
Basketball (G)	4,243	4,950	5,656	6,428
Assistants (2)	2,829	3,303	3,773	4,288
Cheerleading	4,243	4,950	5,656	6,428
Assistant	2,828	3,303	3,773	4,288
Cross Country (B)	2,473	2,887	3,300	3,750
Assistant	1,651	1,926	2,201	2,500
Cross Country (G)	2,473	2,887	3,300	3,750
Faculty Manager	9,121	10,407	11,727	13,073
Field Hockey (G)	3,005	3,505	4,008	4,552
Assistants (2)	2,005	2,338	2,673	3,037
Football	5,302	6,188	7,070	8,035
Assistants (4)	3,539	4,128	4,716	5,359
Golf – Coed	2,473	2,887	3,300	3,750
Assistant	1,651	1,926	2,201	2,500
Gymnastics (B)	2,652	3,094	3,536	4,018
Gymnastics (G)	3,181	3,712	4,241	4,819
Ice Hockey (B)	3,888	4,537	5,185	5,892
Assistant	2,593	3,027	3,459	3,959
Indoor Track – Coed	3,359	3,918	4,478	5,088
Assistant	2,241	2,614	2,988	3,395
Lacrosse (B)	3,359	3,918	4,478	5,088
Assistants (2)	2,241	2,614	2,987	3,395
Lacrosse (G)	3,359	3,918	4,478	5,088
Assistants (2)	2,241	2,614	2,987	3,395
Soccer (B)	3,359	3,918	4,478	5,088
Assistants (2)	2,241	2,614	2,987	3,395
Soccer (G)	3,359	3,918	4,478	5,088
Assistants (2)	2,241	2,614	2,987	3,395
Softball (G)	3,005	3,505	4,008	4,552
Assistant	2,005	2,338	2,673	3,037
Swimming (B)	3,534	4,126	4,714	5,357
Assistant	2,358	2,751	3,143	3,573
Swimming (G)	2,652	3,094	3,536	4,018
Assistant	1,769	2,062	2,359	2,680
Tennis (B)	2,298	2,681	3,064	3,482
Assistant	1,651	1,926	2,201	2,500
Tennis (G)	2,473	2,887	3,300	3,750
Assistant	1,651	1,926	2,201	2,500
Track (B)	2,827	3,300	3,771	4,284
Assistant	1,885	2,200	2,516	2,857
Track (G)	2,652	3,094	3,536	4,018
Assistant	1,769	2,062	2,359	2,680
Volleyball (B)	2,473	2,887	3,300	3,750
Assistant	1,650	1,926	2,200	2,501
Volleyball (G)	2,473	2,887	3,300	3,750
Assistant (2)	1,650	1,926	2,200	2,501
Wrestling (B)	3,712	4,330	4,949	5,625
Assistant	2,474	2,887	3,302	3,751
Intramurals	Fall: \$541	Winter: \$954	Spring: \$452	

APPENDIX D

TEACHER'S INITIAL CONTRACT

The Board of Education of the Town of Newington, Connecticut, hereby agrees to employ _____ and _____ (to whom the term "teacher" hereinafter refers) hereby agrees to serve, under the direction of the Superintendent of Schools as a teacher in the public schools of said Town, for the school year beginning _____ and ending June 30, _____, subject to the conditions stated below.

In accordance with the provisions of the prevailing salary schedule and accompanying regulations of the Board of Education for said Town, the Board hereby agrees to pay said teacher, and said teacher hereby agrees to accept, for service during the above stated period, an annual salary rate of \$_____ in periodic installments, payable alternate Fridays, September through June beginning _____ and subject to required deductions for the State Teachers' Retirement Fund and the United States Withholding Tax, and other agreed-to deductions which the teacher may in writing authorize.

This contract shall be renewed annually by operation of law during the period of said teacher's first forty school months of continuous employment by said Board, unless the teacher has been notified in writing prior to May 1 in any one school year that the contract will not be renewed for the following year. For each year for which this contract is renewed the annual salary of the teacher shall be in accordance with the provisions of the prevailing salary schedule and accompanying regulations of the Board of Education for said Town, as set forth in any annual salary notification.

This contract may be terminated by mutual consent at any time. It may be terminated by the Board as provided by Statute. The teacher may resign for good reason by submitting at least thirty days' written notice at any time except during the month of August, during which month, unless the contract has been terminated by mutual consent or Board action, the teacher will accept employment with no other Board of Education in Connecticut; provided that in the event no salary agreement for the ensuing year has been signed by August 1, limitations on the teacher's resigning shall not be binding until such an agreement has been signed.

The teacher may, upon written request file with the Board within twenty days after the receipt of any notice from the Board of its intention to terminate or not to renew this contract, be entitled to a hearing as provided by statute.

At such hearing the reason or reasons for the termination or non-renewal of the contract shall be known unless the teacher has filed with the Board a written request for such reason(s) in which case the notice of termination or non-renewal shall be supplemented within seven days after receipt of the request by a statement of reason or reasons for such non-renewal. The teacher shall have the right to appear with counsel of his choice at such hearing.

Notwithstanding the foregoing, persons holding a durational shortage area permit are employees at will, and termination of contract is not governed by statute.

This contract is and shall be subject to the prevailing statutes of the State of Connecticut and the prevailing rules and regulations of the Board of Education.

SIGNED: _____ BOARD OF EDUCATION, NEWINGTON, CONNECTICUT

Teacher _____ By _____
Supintendent

Date _____ Date _____

APPENDIX E

TEACHER'S LONG-TERM CONTRACT

(Effective beginning with and subsequent to the year in which the teacher has completed forty (40) school months of continuous employment) or otherwise achieves tenure with the Newington Public Schools.

The Board of Education of the Town of Newington, Connecticut, hereby agrees to employ _____ and _____ (to whom the term "Teacher" hereinafter refers) hereby agrees to serve under the direction of the Superintendent of Schools, as a _____ in the public schools of said Town, on a continuing basis, subject to the conditions stated below beginning _____, _____. Said Board of Education agrees to pay said teacher an annual salary in accordance with the provisions of the prevailing salary schedule and accompanying regulations of the Board of Education for said Town, and as set forth in an annual salary notification.

This contract of employment shall continue in force from year to year, subject to the following conditions:

- (a) It may be terminated by mutual consent at any time.
- (b) The teacher may resign for good reason by submitting at least thirty days' written notice at any time except during the month of August, during which month, unless the contract has been terminated by mutual consent or Board action, the teacher will accept employment with no other Board of Education in Connecticut; provided that in the event no salary agreement for the ensuing year has been signed by August 1, limitations on the teacher's resigning shall not be binding until such an agreement has been signed.
- (c) The Board may terminate this contract at any time in accordance with the provisions of Connecticut General Statutes Section 10-151. The procedures for any such action shall be in accordance with that statute.

This contract is and shall be subject to the prevailing statutes of the State of Connecticut and the prevailing rules and regulations of the Board of Education.

SIGNED: BOARD OF EDUCATION, NEWINGTON, CONNECTICUT

Teacher _____ By _____
Superintendent

Date _____ Date _____

APPENDIX G

DESIGNATION OF BENEFICIARY FOR SECTION 8-5

I hereby designate _____

To be my designated beneficiary to receive payment pursuant to Section 8-5 of the Agreement between the Newington Teachers' Association and the Newington Board of Education; my estate shall, as by such Agreement provided, succeed to such payment in the event that such designated beneficiary is ineligible.

This form shall remain in effect unless the Board receives a written request for a change in beneficiary.

Signature: _____

Date: _____

APPENDIX H
NEWINGTON PUBLIC SCHOOLS
EMPLOYEE DAMAGED AND LOSS PROPERTY CLAIM

Date: _____

Name and Home Address of Claimant: _____

Duty Assignment with Newington Public Schools _____

A. Description of Teaching Materials and/or Instructional Materials Lost or Damaged:

Location of Property at Time of Loss (BE SPECIFIC) _____

Describe how Materials are Related to Teaching or Instruction _____

Description of Incident Resulting in Loss or Damage _____

Purchase Price or Original Cost of Instruction Material \$ _____

Date Purchased _____

From Whom Purchased _____
Name, Address, City or Town, State

Amount Claimed for this Loss \$ _____

B. Description of Automobile and Damage Sustained (BE SPECIFIC) _____

ALL CLAIMANTS MUST ALSO COMPLETE THE REVERSE SIDE OF THIS FORM

Location of Automobile at Time of Damage _____

In your Opinion, how was the Damage Caused to the Automobile _____

- B. Provide the following information with regard to automobile insurance policy and/or homeowners – renters insurance policy or other policies covering the property loss or damage:

Insurance Company _____

Agent _____

Policy # _____

If the loss was reported to the police,
on what date was the report made? _____

**SUBMIT AVAILABLE DOCUMENTATION TO SUBSTANTIATE AMOUNT
OF LOSS**

**THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF
MY KNOWLEDGE AND BELIEF.**

Signature

APPENDIX I

NEWINGTON PUBLIC SCHOOLS

STUDENT ACTIVITIES ASSIGNMENT AND COMPENSATION FORM
(covered by Appendix B-2)

NAME _____ FOR _____ SCHOOL YEAR
SCHOOL _____
POSITION _____ AMOUNT OF
COMPENSATION \$ _____

This form is used for notification of assignment and compensation for positions listed in Appendix B-2 of the Agreement between the Newington Board of Education and the Newington Teachers' Association.

Payment will be issued in two equal installments on the first pay day of December and the first pay day of June. Federal Tax will be deducted as required.

Three copies are provided. Sign two copies and return one to the Personnel Services Director. The second copy is returned to the building principal. Retain one copy for your records.

Principal or Supervisor

Student Activity Coordinator

Date

Date

APPENDIX J

NEWINGTON PUBLIC SCHOOLS

COACHING ASSIGNMENT AND COMPENSATION FORM
(covered by Appendix C)

NAME _____ FOR _____ SCHOOL YEAR
SCHOOL _____
POSITION _____ AMOUNT OF
COMPENSATION \$ _____

This form is used for notification of assignment and compensation for positions listed in Appendix C of the Agreement between the Newington Board of Education and the Newington Teachers' Association.

Payment for coaches will be issued upon completion of assigned duties. Federal Tax will be deducted as required.

Three copies are provided. Sign two copies and return one to the Personnel Services Director. The second copy is returned to the Supervisor of Athletics. Retain one copy for your records.

Principal or Supervisor

Student Activity Coordinator

Date

Date

2015-2018

Time Sheet

Check One: _____ Loss of Planning OSLP (Articles 15-2 & 15-4)
_____ Loss of Data Entry OSLD (Article 15-4.1)
_____ Supervisory OSSD (Article 12-7)

Print Name: _____ Emp #: _____ Date: _____ School: _____

Activity: _____

Time worked: From _____ To _____ Total **minutes** worked _____

Rate for: 2015-18: \$ 40.00/hour

Teacher's Signature School Principal's Approval Chief of Staff's Approval

See contract language for Articles 15-2, 15-4, 15-4.1, and 12-7.

12 – 7 When members of the unit at any level are assigned for the purpose of supervising students at dances, concerts, middle school drama club performances, roller skating parties, the high school variety show, graduation, or on spectator buses to athletic events, such assignments shall first be made from a list of qualified volunteers, if any. If there are no such qualified volunteers, then, and only in such event, assignments of members of the unit shall be made on a rotational basis within each school.

Compensation for such assignments shall be set forth in Appendix B. The time sheet to be used is also found in the appendices in this agreement. Those members already being compensated under Appendix B-2 and those members who perform such supervisory duties pursuant to the responsibilities of their job description shall not receive additional compensation under this article for activities involving their group.

15 – 2 (Paragraph 3) The Board of Education shall make a reasonable effort to provide a substitute for each teacher who is absent from school for illness or temporary leave. In the event that a substitute is not available, then a teacher may be assigned to the class of the absent teacher. Such assignments shall first be made from a list of qualified volunteers, if any. If there are no such volunteers or an insufficient number of volunteers, then and only in such event, assignment of members of the unit shall be made on a rotational basis within each school. When a teacher so assigned loses planning time, said teacher shall be compensated according to the schedule in Appendix B.

15 – 4 In general, teacher assignments such as corridor duty, homeroom duty, study hall supervision, cafeteria supervision, playground duty and bus duty shall be equitably distributed among all teachers. When a teacher assigned to such duties or supervision in place of an absent teacher loses planning time as a result of such assignment, such teacher shall be compensated according to the schedule in Appendix B, pursuant to Section 15-2.

When a teacher is assigned to undertake the responsibilities of another teacher attending planning and placement team meetings, workshops and other school related meetings and such undertaking results in the loss of planning time, then such assigned teacher shall be compensated according to the schedule in Appendix B, pursuant to Section 15-2 on the previous page.

Itinerant teachers shall perform duties in one (1) school only.

15 – 4.1 Each member of the bargaining unit required to enter student based formative assessment data shall receive one data entry period per week in lieu of a designated duty. Time allocation for data entry shall be, in general, 45 minutes a week of which 25 minutes shall be continuous. In the event that a teacher with formative assessment responsibilities does not receive the allotted 45 minutes per week, the teacher will be entitled to receive compensation for this lost time (up to a maximum of forty-five minutes per week) per the Loss of Data Entry Time provision in Appendix B. The 45 minute data period is based on a full week schedule. In weeks where modified schedules occur, the time allotment may vary.

APPENDIX L

APPLICATION FOR TEMPORARY LEAVE OF ABSENCE

2015-2018

REFERENCE: Section 8-7 of the Agreement Between the Newington Board of Education and the
Newington Teachers' Association

NAME _____ DATE _____

Date(s) of Temporary Leave Day(s) Requested _____ Full Day Half Day AM
PM

Reason for Leave: _____ legal matters _____ household matters
_____ business matters _____ family matters
_____ principal Jewish holy days or similar days for other religions

Teacher's Signature Principal's Signature Date

Superintendent's Signature (if required) Date

SEE REVERSE SIDE FOR CONTRACT LANGUAGE GOVERNING THE USE OF TEMPORARY LEAVE OF ABSENCE

9/97 10/04 5/07 4/08 11/11

8 - 7 Temporary Leave of Absence

8 - 7.1 Each member of the unit shall be entitled to five (5) days leave of absence with pay each year for legal, business, principal Jewish holy days or similar days for other religions, household or family matters which, after a good faith effort, cannot be scheduled or accommodated outside of the school day.

Application for such leave shall be in writing on the form found in Appendix L and the reason for the leave shall be checked. Application shall be made as far in advance as practicable and ordinarily at least forty-eight (48) hours in advance. In the event of extreme emergencies, additional days of temporary leave may be granted by the Superintendent. The decision to grant or refuse to grant such leaves shall not be grievable. Teachers requesting leave under this emergency provision shall clearly state the reasons for prior utilization of temporary leave time.

8 - 7.2 The Association and the Board jointly accept the responsibility to encourage staff members to use temporary leaves of absence days with discretion. The Association shall receive annually a list of all staff members who have used temporary leave of absence days and the number of such days used. Such temporary leaves of absence shall not be utilized for vacation, recreational, or other purposes not consistent with the permitted uses of legal, business, principal Jewish holy days, household or family matters.

The individual's responsibility to the students and to the instructional program must be considered when scheduling legal, business, household and family matters during school hours.

8 - 7.3 Temporary leaves of absence shall not be taken the day before or the day after school holidays or school vacation periods unless the Superintendent has specifically approved the reason for taking such leave. Such approval shall be in writing.