

PROFESSIONAL AGREEMENT

BETWEEN

NORTH BRANFORD BOARD OF EDUCATION

AND THE

NORTH BRANFORD FEDERATION OF TEACHERS

2014-2017

Based upon the Interest Arbitration Award dated April 21, 2014

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THIS AGREEMENT entered into this ____ day of _____ between the NORTH BRANFORD BOARD OF EDUCATION (hereinafter referred to as the “Board”), and the NORTH BRANFORD FEDERATION OF TEACHERS (hereinafter referred to as the “Federation”).

PROCEDURAL

ARTICLE 1

RECOGNITION

- A. The Board recognizes the Federation as the exclusive bargaining agent for all certified professionals who are employed by the Board in positions requiring a teaching or other certificate and are not included in the administrators’ unit or excluded from the purview of §§10-153a through 10-153n, inclusive, of the Connecticut General Statutes.
- B. The Federation agrees to represent equally all teachers without regard to membership or participation in, or association with the activities of, the Federation or any other employee organization.

TEACHING BENEFITS

ARTICLE 2

SALARIES

- A. The salaries of all persons covered by this Agreement are set forth in the salary schedules attached hereto (see Appendices A-1, A-2 and A-3).
 - 1. Newly hired teachers shall be given credit no greater than the credit given to teachers whose equivalent experience has been in the North Branford school system. Credit for private school teaching, college teaching and related experience may be granted at the discretion of the Superintendent. Interrupted public school teaching, private school, college or other teaching experience will be evaluated and given such prior credit as deemed reasonable by the Superintendent of Schools.
 - 2. Any teacher under contract who completes one hundred twenty (120) days of service to the district during the school year, shall be deemed to have worked a full school year with respect to those years in which the Board and the Federation agree to advance teachers one (1) step on the salary schedule.
 - 3. There is no automatic annual step advancement on the salary schedule. If it has been agreed that step advancement will occur in a particular year, the appendix

setting forth the salary schedule for that year will include an explanation of the agreed upon step advancement.

- B. Teachers shall have the option of being paid in one of the following three manners. Teachers wishing to change the manner in which they are paid must give written notice to the Central Office no later than April 1st - to be effective the following school year. Newly hired teachers shall elect manner of payment at the time of initial employment.
 - 1. Salaries to be paid in twenty-six (26) equal installments (minus deductions) starting on the first payday following the beginning of the fall term and on or before every two weeks thereafter throughout the regular school year. The remaining amount payable under the contract shall be paid in one check on or before the teacher's last annual duty day.
 - 2. Salaries to be paid in twenty-six (26) equal installments (minus deductions) starting on the first payday following the beginning of the fall term and on or before every two weeks thereafter over a period of twelve months. Teachers will provide self-addressed, stamped envelopes for their checks by the last school day of the year.
 - 3. Salaries to be paid in twenty-two (22) equal installments (minus deductions) starting on the first payday following the beginning of the fall term and on or before every two weeks thereafter throughout the regular school year.
 - 4. The last pay check in June will include notification of the first expected pay day following the beginning of the fall term.
- C. It is understood that teachers hired after the close of the preceding school year may not receive a salary payment and those who have had a change in degree status may not receive the adjusted increase, until the second pay period in September.
- D. Additional stipends to be paid annually are located in Appendix B-1.
- E. Teachers who qualify for transfer to higher salary schedule by professional preparation shall be placed on the new salary schedule as follows:
 - 1. As of February 1 if the requirements for the degree were completed between September and January 31st.
 - 2. As of September 1 if the requirement for the degree has been completed before that date.

3. Each teacher who expects to qualify for a change in salary schedule status prior to September 1st of the next school year succeeding must file a written statement with the Superintendent by February 1.
 4. The above is contingent upon receipt of official transcript.
- F. Any unilateral change in the work day or work year which would permit a party to require impact negotiation shall, instead of through negotiation, be resolved as follows:

Salaries shall be changed in proportion to the unilateral change, e.g., a 10% increase in the work year shall result in a 10% increase in the annual salaries of all teachers affected.

ARTICLE 3

PROTECTION

- A. Teachers shall immediately report all cases of assault suffered by them, in connection with their employment, to their principal in writing.
- B. This report shall be forwarded to the Superintendent and then to the Board which shall comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the policy and the courts.
- C. This report shall be used in processing any claims falling within the realm of the Workmen's Compensation Act.
- D. The Board of Education will provide protection for its employees in accordance with §§10-235 and 10-236 of the State Statutes.

ARTICLE 4

FRINGE BENEFITS

- A. In 2014-2015 the Board will pay eighty (80%) percent and the employee shall pay twenty (20%) percent of the cost of health insurance benefits for each employee and his/her eligible dependents.

In 2015-2016 the Board shall pay seventy-nine (79%) percent of the cost of health insurance and the employee shall pay twenty-one (21%) percent.

In 2016-2017 the Board shall pay seventy-eight (78%) percent of the cost of health insurance and the employee shall pay twenty-two (22%) percent.

The following is a summary description of the group plan; in the event of conflict, the actual plan, and not summary, constitutes the health insurance benefit.

Century Preferred Network Preferred Provider Organization type plan:

Managed Benefits	Precertification, Concurrent review for hospital admissions. Second Surgical opinion for specified list of procedures, and Treatment planning for occupational, physical, speech, allergy and chiropractic therapy.
Home & Office	\$25 per visit co-pay (\$0 co-pay for allergy), no maximum for medically necessary visits. Preventive care subject to preventive care schedules.
Emergency	\$75 per visit co-pay. Enhanced language to allow physician-directed. Enhanced language to allow out of plan for non-sudden and serious, with benefits paid at out of plan level for non-sudden and serious.
Facilities	\$250 hospital per admission co-payment; \$100 outpatient surgery co-payment.
Out of Network	Benefits received out of network are subject to cost share maximums (individual/two-person/family). Calendar year deductible – \$200/\$400/\$500 then 80/20% to \$4,000/\$8,000/\$10,000 resulting in \$1,000/\$2,000/\$2,500 cost share maximums (includes deductible); covered charges subject to plan limitations and to usual and reasonable guidelines.
Maximum	\$1,000,000 out of network, unlimited in network.
Age	To age 25 for eligible dependents.

The Prescription Drug component of the PPO Plan will have the following features:

Prescription drug generic co-payment (three tier public sector)	\$5
Prescription drug listed brand co-payment (three tier public sector)	\$25
Prescription drug non-listed brand co-payment (three tier public sector)	\$40
Prescription drug mail order co-payment	2 x /90 days
Prescription drug annual maximum	\$1,000

- B. In year 2014-2015, the Board will provide eighty (80%) percent of the cost of the full service dental plan Rider A, individual and family coverage, with dependent children rider and the employee shall pay twenty (20%) percent.

In 2015-2016 the Board shall pay seventy-nine (79%) percent of the premium share obligation and the employee shall contribute twenty-one (21%) percent.

In 2016-2017 the Board shall pay seventy-eight (78%) percent of the premium share obligation and the employee shall contribute twenty-two (22%) percent.

- C. Teachers may subscribe to the Community Health Care Plan if they so choose in lieu of benefits set forth in A and B, above. The Board's cost shall not exceed the cost of A and B.
- D. The Board shall pay 100% of the cost of life insurance for each teacher in the amount of \$40,000.
- E. Teachers shall be offered the opportunity to participate in an IRS Section 125 Plan with respect to the insurance contributions they make under this Article.
- F. All the foregoing insurance coverages will be provided when proper application is made and initial date of coverage rests with the company providing the coverage.
- G. The present tax-sheltered annuity plans shall remain in effect, subject to any changes mandated by law.
- H. The Board of Education reserves the right to change insurance carriers at any time so long as it gives prior notice to the Federation and so long as the insurance coverage under the substituted insurance carrier's policy is not significantly less than the coverage under the policy then in effect. Once the Federation is notified that the Board intends to change insurance carriers the Federation has fifteen (15) calendar days to examine the new insurance carrier's policy. If the Federation feels that the coverage under the new policy is significantly less it must object to the change in writing during that 15 days. If the parties are unable to informally resolve the matter within the following thirty (30) days, an arbitrator with expertise in the field of insurance shall be mutually selected forthwith or, if the parties cannot agree, shall be selected forthwith by the American Arbitration Association. The arbitrator shall be asked to decide the following question: DOES THE SUBSTITUTE INSURANCE CARRIER'S POLICY PROVIDE SIGNIFICANTLY LESS COVERAGE THAN THE CURRENT INSURANCE CARRIER'S? The arbitrator must render his decision within thirty (30) days.

In a situation where a complaint has been lodged by the Federation, the Board will not institute the new insurance coverage until an agreement has been reached or until an

arbitrator has decided that the substitute coverage is not significantly less than the current coverage.

- I. Upon retirement a teacher will be granted the right to continue group rate insurance at the individual's expense, Upon unless the carrier refuses and an alternative plan for the entire group, mutually acceptable to the Board and the Federation, is not available.
- J. Any employee who elects to not receive the group health insurance benefits provided under this agreement shall receive \$1,000 in lieu thereof if the coverage would have been employee only; \$2,000 if the coverage would have been employee plus one dependent; and \$2,500 if the coverage would have been family coverage. This election shall be made on an annual basis, and the payment shall be made in two parts, on the first pay period in December and on the first pay period in June. A waiver may be revoked due to changes in a teacher's status due to loss of spousal coverage for such reasons as death, unemployment, divorce or other serious circumstances.

ARTICLE 5

COMPENSATION FOR COURSE WORK

- A. Teachers who meet the following conditions shall receive reimbursement for the cost of tuition incurred in taking college level courses:
 - 1. The particular course must be approved by the Superintendent in advance. The Superintendent's decision is final and not subject to the grievance procedure;
 - 2. The teacher must receive at least any "B" grade for the entire course. A transcript or other official record of such grade must be provided;
 - 3. Requests for reimbursement shall be based upon a first-come first-served basis until all available funds are allotted;
 - 4. Prior to each school year the Board, in its sole discretion, shall designate how much money will be available to the staff for course reimbursement and shall notify the Federation of that amount. A deadline for applications shall be set;
 - 5. No teacher shall receive reimbursement for more than one course in any school year unless, after the deadline has passed, and after all applications have been approved or disapproved, the amount of funds designated for that year have not been exhausted. Teachers intending to seek reimbursement for more than one course should apply for all courses at the same time, in order of preference.
- B. In no case shall reimbursement for a single course exceed \$1,000 for any "B" or better, nor shall the course reimbursement exceed the actual cost of the course.

ARTICLE 6

NOTICE OF EARLY RETIREMENT

From time to time the Board of Education, in its sole discretion, may choose to design and offer an early retirement incentive plan to its teaching staff. In each instance in which the plan is offered, the Board of Education shall specify the time period during which an employee may elect early retirement, as well as the condition(s) which must be met to be eligible for the early retirement benefit(s).

A teacher who gives irrevocable notice to the Board of Education of his/her intention to retire one (1) year in advance of such retirement, shall receive, as part of his/her salary in the final year of employment, an amount equivalent to 1% of his/her base salary. If two (2) years irrevocable advance notice is given, 1% of base salary will be paid in each of the last two (2) years preceding retirement. If three (3) years irrevocable advance notice is given, 1% of base salary will be paid in each of the last three (3) years preceding retirement. In the event of a major life change, such as divorce, disability or death of a spouse, a teacher may revoke the notice provided the aforementioned payments are returned.

ARTICLE 7

DEFINITION OF TERMS

The terms used in the salary schedule shall be interpreted and applied in accordance with the following definitions:

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|----|--------------|--|
| 1. | Bachelor - | A baccalaureate degree earned at an accredited college or university. |
| 2. | Master - | A master's degree earned at an accredited college or university; or the completion of thirty (30) credits beyond the baccalaureate degree in an approved program at an accredited college or university; or thirty (30) hours in a program approved by the Superintendent. |
| 3. | Sixth Year - | A second master's degree in a discipline other than the discipline in which the initial master's degree was attained; or the completion of thirty (30) credits beyond the master degree accredited college or university or a "Sixth Year Certificate" from an accredited college or university; or thirty (30) hours beyond the qualifications for Master's status in a program approved by the Superintendent. |

4. Ph.D./Ed.D./7th Year - A doctorate degree from an accredited school as recognized by the New England Association or 30 hours beyond the sixth year as defined in 3. above.

ARTICLE 8

DUES DEDUCTION

- A. The Board agrees to deduct North Branford Federation of Teachers, Connecticut Federation, and National Federation dues. By June 30, the Federation will notify the central office the number of installments for the coming year. The deductions will go into effect as soon as possible after the September 15th notification deadline date by the Federation for the individuals involved.
- B. The payroll authorization form of the North Branford Federation of Teachers will be used.
- C. The Board shall be indemnified and held harmless by the Federation from any claim or demand made with respect to any and all funds withheld pursuant to this Article, upon the turning over of such funds to the Federation or any of its affiliated organizations.
- D. Service Representation
 1. Conditions of Continued Employment – All members of the bargaining unit employed by the North Branford Board of Education shall, as a condition of continued employment, join the Federation or pay to the Federation a service fee. Said service representation fee shall be determined by the Federation but shall not exceed the reasonable cost of grievance adjustment, collective bargaining representation and contract administration at the local, state and national levels.
 2. Members – All members of the bargaining unit who elect to join the Federation shall sign and deliver to the Federation, if they have not already done so, an authorization for the payroll deduction of membership dues of the NBFT, the AFT-CT and AFT. Employee authorization for dues deduction will be in writing. Said authorization shall continue in effect from year to year unless such teacher shall notify the Board of Education and the Federation in writing not later than thirty (30) days prior to the commencement of the school year. If said notice is timely delivered, it shall mean that in the coming school year, said teacher shall pay the service fee as described above, and paid in accordance with Section below.
 3. Non-Members – For those members of the bargaining unit who have not joined the Federation and delivered said authorization card by October 1st of the first year of this contract, the Board of Education agrees to deduct the annual service

fee from their salaries through payroll deduction.

4. Subsequent Employment – Those members of the bargaining unit commencing employment after the date of execution of this contract shall, within thirty (30) days of such commencement, sign and deliver to the Board of Education an authorization card as described in Section D.2 of this Article or fall under the provision of Section D.3 of this Article after such thirty (30) days.
5. Forwarding of Monies – The Board agrees to forward to the NBFT each month, all monies deducted during that month for local service fee deduction. The Board further agrees to send each month, all monies deducted during that month for NBFT, AFT-CT and AFT dues and NBFT, AFT-CT/NBFT service deduction to the NBFT.
6. The right to refund the employee’s monies deducted from their salaries under such authorization shall lie solely with the Federation. The Federation agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the Federation, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claim of excessive deduction.
7. The Federation shall indemnify and save the Board and/or the town harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken in making deductions and remitting the same.

ARTICLE 9

LONGEVITY

The following longevity payments shall be made to those teachers hired before 7/1/99, who have accumulated fifteen (15) or more years of teaching service in North Branford:

Upon commencement of the 16 th year of teaching	\$1,350
Upon commencement of the 21 st year of teaching	\$1,550
Upon commencement of the 26 th year of teaching	\$1,800
Upon commencement of the 31 st year of teaching	\$2,100
Upon commencement of the 36 th year of teaching	\$2,250

Teachers hired on or after 7/1/99 shall not be eligible to receive longevity payments.

ARTICLE 10

SEVERANCE

A teacher upon retirement from public school service, in accordance with Connecticut General Statutes, §§10-183f(a) or (c), shall, after fifteen (15) years of service in the North Branford School System, be granted severance pay. Payment will be computed by multiplying up to sixty (60) days of the teacher's accrued sick leave by his daily current salary.

ARTICLE 11

OTHER POSITIONS AND REMUNERATION

- A. Department Chairmen, Athletic Department and all extra duty pay positions are described in Appendix B-1 or C-1.
- B. Elementary and Intermediate school teachers appointed to coaching positions will be permitted to leave their own schools after completion of their classroom responsibilities, upon notification of the Building Principal. A mutually agreed upon practice and game schedule will be developed. Coaching positions should not interfere with other responsibilities such as providing extra help, attending faculty and other system-wide meetings.
- C. Whenever possible, Department Chairmen will not be assigned more than four teaching periods per day when the department has four or more teachers.
- D. Those teachers who provide homebound instruction shall receive the hourly rate for all student contact time plus reimbursement for mileage as provided herein, plus other essential expenses incurred (such as in Article 23.D unavoidable parking fees) to be mutually agreed by the parties to this Agreement (but subject to grievance or interest arbitration).

TEACHING CONDITIONS

ARTICLE 12

CLASS SIZE

- A. 1. The Board and the professional staff members recognize that the pupil-teacher ratio is an important aspect of an effective educational program. Therefore, they agree that the class size set forth below shall be established as desirable standards for the maximum number of pupils per teacher.
 - a. Kindergarten classes 28

- | | | |
|----|--|-----|
| b. | Regular classes in elementary school | 28 |
| c. | Combined total in teacher's regular classes in secondary schools (based on a 5-day week) | 140 |
2. Reductions, 25-28, in the class size limitation set forth above are desirable, subject to availability of staff and facilities.
 3. The above standard shall not apply to team teaching, physical education, music, elementary art, study halls, and language lab classes.
 4. The Board will make reasonable effort to maintain a ceiling class size of ten (10) students in a self-contained classroom. Under no circumstances shall this Article be interpreted to discriminate against special education students or restrict their right to "main-streaming." Within the limitations of Federal grants the Board will make reasonable effort to employ aides to assist teachers of self-contained classes with an enrollment of five (5) or more students.
- B. The provisions of Section A, above may be modified only if the Superintendent of Schools determines that it is necessary to do so. The President of the Federation shall be notified of each instance in which the Superintendent has so determined.

ARTICLE 13

TEACHING HOURS AND TEACHING LOAD

- A. The school calendar and the starting and dismissal times are established by the North Branford Board of Education under its statutory authority - §10-220 of education laws. Teachers' representative will be consulted in preparation of the school calendar. This sub-section is non-grievable in the binding arbitration section of the Grievance Procedure.
- B. Any exception to the foregoing standards shall be made only if the Superintendent of Schools determines that it is necessary.
- C. Regular classroom teachers shall have a duty-free lunch period per day. Teachers are free to leave the school building during this duty-free time provided the office is notified.
- D. Attendance reporting shall be determined by a mechanical or electrical system where available and economically feasible.
- E.
 1. Elementary classroom teachers shall receive a preparation/planning period when

their students are with the teaching specialists, i.e., art, music and physical education, unless the teacher is assigned an enrichment period. Assigned enrichment periods will not constitute more than ten (10%) percent of the preparation/planning periods, and the assigned teacher shall receive compensation of \$15 an assigned period.

2. Whenever possible, secondary school teachers shall not be required to carry more than two (2) subjects (inter-departmental) or to have more than two (2) divisions among classes classified "A/3" or "C/1". Exceptions may be made upon agreement between teacher and supervisor.
3. Secondary school teachers under the present program may not be required to carry more than five (5) teaching periods per day. Secondary school teachers are defined as teachers in a departmentalized program. Special subject area secondary school teachers (e.g., art, music, physical, education) may be assigned six (6) teaching periods per day provided they are relieved of homeroom duties. Special education teachers may be assigned six (6) periods provided they are relieved of homeroom, hall and lunch duties.
4. Notwithstanding the prior paragraph, under the existing eight (8) period block schedule, in a two day (A/B) schedule teachers at the High School shall teach five (5) block periods and shall have one block preparation period and one block split between a preparation and a duty period. In one block, during the two day cycle the teacher shall perform administrative duties as assigned by the Administration. The duties shall be apart from the classroom and involve professional development and/or responsibilities that impact student achievement. It may be used for existing duties. It shall not be used for substitute teaching.

High School teachers may be assigned a sixth block teaching period. In a two day (A/B) schedule the teacher would teach six periods, have one block preparation and one block split preparation/duty. Teachers who teach the sixth period shall have their base teaching salary increased by ten percent (10%). This amount is for a full year, full block courses, and shall be prorated in the event of a single semester course or a course that runs less than a full block. Volunteers will be solicited through the existing posting process. The selection is at the Superintendent's discretion.

5. Exceptions to the provisions of Paragraph 3 above may be made only if the Superintendent determines that it is necessary to do so in the best interests of the education process. The President of the Federation shall be notified of each instance in which the Superintendent shall so determine.
- F. The teachers recognize that their responsibility to their students and their profession requires the performance of duties that involve the expenditure of time beyond that of

the normal working day.

- G.
1. The normal starting time for all teachers, for each school, as established by the Board of Education, shall be as follows: (a) in grades 9 to 12, fifteen (15) minutes before the official opening time and thirty (30) minutes after the official closing time; (b) in grades K – 8, either: (1) twenty (20) minutes before the official opening time and thirty (30) minutes after the official closing time or (2) thirty (30) minutes before the official opening time and twenty (20) minutes after the official closing time.
 2. Teachers may leave school on Fridays at the end of the student day. Teachers may leave when their teaching responsibilities have been completed on the last day prior to scheduled breaks (Thanksgiving, Federal Holidays, Christmas, winter and spring). The normal work day shall be the student school day, which is presently six hours and twenty-five minutes (grades K-8), or six hours and thirty minutes (grades 9-12), plus the before and after school minutes explained in G.1, above, to total seven (7) hours and fifteen (15) minutes.
 3. The scheduled work year of classroom teachers is presently one hundred and eighty-seven (187) workdays. One hundred and eighty-two (182) of those days are presently scheduled to be student instructional days. The Board shall determine whether any of these days are partial days.
 4. After School Meetings:
 - (a) Regular classroom teachers may be required to remain after school for a reasonable period of time to attend the following staff meetings:
 - (1) One day each month, Superintendent’s General Staff meeting or other called by the Superintendent.
 - (2) One day each month, Building Meetings called by the school principal.
 - (3) One day each month, Subject Field Groups, Grade Level Groups, or Special Groups as authorized by the Superintendent.
 - (4) Teachers realize unusual circumstances may arise when it will be necessary to hold special meetings.
 - (5) Teachers may participate in study groups on a voluntary basis.
 - (b) Regular classroom teachers may be required to attend five (5) evening meetings (e.g., PTO affairs, Open House) each school year. Attendance at

other evening meetings shall be at the option of the individual staff member.

(c) Elementary teachers serving two (2) or more schools in the North Branford system (e.g., art, music, physical education, resource, reading, and speech) may be required to attend six (6) evening meetings each school year. Attendance will be equally divided at each school. Additional attendance at other evening meetings shall be at the option of the individual staff member.

(d) Each week, on a day other than Friday, teachers will be required to work one (1) hour longer than their normal workday. The scheduled longer workdays shall be determined before the start of the school year and notice shall be provided to the teachers.

H. Beginning with the 1996-97 school year, the grades K through 5 fall and spring half-days for students will become full instructional days and all parent-teacher conferences held on those days will be rescheduled for after school.

I. Beginning with the 1996-97 school year, both the grades 6-8 November half days for students will become full instructional days and all parent-teacher conferences scheduled on those days will be rescheduled for after school.

J. Beginning with the 1996-97 school year, the March half-day in-service for teachers shall become a full instructional day for students and the half-day in-service activities will be rescheduled for the first teacher work day prior to the start of the school year, on the day teachers currently work a half-day.

ARTICLE 14

TEXTBOOKS

A. The Board will make every effort to provide sufficient textbooks to insure that each pupil in a classroom has textbooks for his own use.

B. Recognizing the statutory responsibility of the Board for the provision of textbooks and also the professional competence and skills of the staff in relation to textbook selection, the Federation and the Board agree that the determination of textbooks to be used in the schools shall be cooperatively arrived at through joint consultation among teachers and administrators, subject to final approval of the Board.

ARTICLE 15

MISCELLANEOUS

- A. To the extent not inconsistent with State Law:
1. Teachers shall have access to all evaluation reports and records prepared by their evaluators which relate to the salary or other benefits which they are to receive in the course of their employment or which are used as a basis for terminating their employment, and they shall have the right to discuss such reports with their evaluators, and the teacher's signature will be proof that he has seen said report and shall not imply agreement with such evaluation or report.
 2. Teachers shall be given annually upon request, a signed photostat copy of all supervisory records and reports of competence, personal character and efficiency maintained in his personnel file with reference to evaluation of his performance as stated in Connecticut General Statutes §10-151 a.
- B. The Board and the Federation encourage the professional staff to volunteer to participate in school service other than teaching such as club activity, teacher organization activity, the planning of professional workshops and institutes, educational committees, etc.
- C. Teachers shall not be assigned as advisors to any extra-curricular activity or club after the end of class time without remuneration.
- D. Classroom teachers shall not be required to administer eye or ear examinations and weighing and measuring pupils. Physical education teachers may be required to weigh and measure pupils.
- E. Teachers shall collect photograph money and insurance money and transmit same to the principal of the school. The Board shall provide bonding insurance for the teacher's protection against loss. To the extent possible, non-teaching administrative duties shall be kept at a minimum.
- F. Standard Achievement Tests on which students are compared on a national norm shall be scored by machine. I. Q. tests shall be machine scored whenever technically feasible.
- G. Teachers shall not be required to drive pupils to activities which take place away from the school building.
- H. When classroom teachers are assigned to a different room, the Board of Education shall provide for the moving of Board of Education materials.
- I. The Board shall provide copies of existing written Board policies to the Executive Board

of the Federation.

- J. If any portion of this Agreement is ruled invalid for any reason, the remainder of the Agreement shall remain in full force and effect.
- K. The Federation President is to be provided with copies of minutes of all official Board meetings. A copy of the agenda of said Board meetings will be given to the Federation prior to any official Board meeting.

LEAVE OF ABSENCE

ARTICLE 16

SICK LEAVE

- A. Unused sick leave days may be accumulated from year to year up to a maximum accumulation of one hundred fifty (150) days, unless increased by law. Sick leave days shall be accumulated up to the maximum one hundred fifty (150) days as follows:
 - 15 days annually.
- B. A record of unused earned sick days in excess of 150 days will be maintained for each individual. In case of extended illness these days and/or additional days may be granted upon the request of any teacher at the discretion of the Board.
- C. Teachers will be granted pregnancy-related disability leave in accordance with law. A copy of the Connecticut General Statutes, §46a-60(a)7 is attached hereto for informational purposes only.

ARTICLE 17

PERSONAL LEAVE

- A. Personal Leave
 - 1. Each employee shall be allowed up to three (3) days of paid personal leave, per year, non-cumulative, to be used for personal reasons which cannot be handled outside of school hours. Requests for such leave should be made at least one week in advance, except in emergencies, in which case application should be completed after the fact. The Board and the Superintendent Administration will no longer request either verbally or in writing a reason for a requested personal day. Teachers are expected to adhere to the language of the contract and only request personal leave for personal reasons which cannot be handled outside of school hours. Given that the Agreement does not allow for vacation days,

Administration reserves the right to address teachers should their requests for personal leave display a pattern indicative of the use of personal leave as vacation time (e.g., consistent requests for personal time connected to school vacations/holidays, yearly requests for three days in a row, etc.). All requests which exceed 10% of the teaching staff within the district in any one day, may be denied. The Superintendent in his sole discretion has the right to extend additional personal days beyond the 10% based on severity of need. When denials are made pursuant to this provision, the Federation will be notified. In keeping with the spirit of this agreement, the North Branford Federation of Teachers agrees to bring disagreements regarding personal leave requests to the Administration and/or a Federation/Board of Education meeting prior to filing a grievance.

2. Requests for additional personal leave, with or without pay, may be permitted at the discretion of the Superintendent.

B. Funeral Leave

1. A maximum of five (5) days leave of absence with pay shall be granted each year for death in the immediate family. Immediate family is defined as including a parent, a brother, a sister, husband or wife, son or daughter, grandparents, grandchildren, mother-in-law, father-in-law or any other person who preceding death had been a member of the same household as the teacher.
2. Time necessary, not to exceed one (1) day, will be allowed for attendance at the funeral services of a person whose relationship with the teacher warrants such attendance. In the event several members of the bargaining unit request time to attend the funeral of the same person, the Superintendent may limit the number of people granted leave under this section so as to avoid an undue disruption of the school system.
3. Additional funeral leave days, either with or without pay, may be granted at the discretion of the Superintendent, depending upon the circumstances.

ARTICLE 18

SABBATICAL LEAVE

Annually, qualified teachers in the North Branford School System may be granted sabbatical leaves for a year of university study. No more than two teachers will be granted sabbatical leave in any single school year. The candidate will meet the following requirements:

1. The teacher must hold at least a Bachelor's Degree.

2. Any certified full time employee in the North Branford School System for five (5) years preceding the proposed sabbatical year.
3. The teacher must submit a plan of study which he proposes to carry out at a university in the United States or abroad during the sabbatical year. In special circumstances, teachers on sabbatical leave may carry out research projects instead of attending a regular course of university study. Candidates will not be permitted to take sabbatical to work in areas outside their teaching specialization, except under special circumstances.
4. The teacher may not engage in any remunerative employment during the period of sabbatical leave with the exception of vacations. The teacher also will agree to return to the teacher's position as a teacher in the North Branford School System (barring circumstances) or will reimburse the Board of Education for all sabbatical payments and benefits received on a pro-rata basis. Upon such return, the teacher shall be placed on the appropriate step of the salary schedule as though the teacher had not been on leave, and where possible, in an equivalent position.
5. Teachers on sabbatical leave shall be paid one-third (1/3) of their annual salary for each one-half year's leave. A teacher may supplement his sabbatical stipend with other fellowship aid. In consideration of special circumstances, the Board may pay a teacher on sabbatical leave up to one-half (1/2) of his annual salary for each one-half year of leave.
6. The Superintendent will present all applications to the Board together with the Superintendent's recommendations. The Board will decide which, if any, applications will be approved.

ARTICLE 19

PROFESSIONAL LEAVE

The Board shall make sixty (60) days available annually to the staff for purposes of taking approved administrative leave days. Administrative leave days are days the teacher is assigned to attend an approved professional clinic, workshop, seminar, professional or administrative meeting, or conference. Such days may be in district or out-of-district. The Board shall designate at least \$2,000 for purposes of reimbursing teachers who attend out-of-district administrative leave functions. An administrative leave function attended by a teacher for which the administration determines no substitute has to be hired does not count toward reducing the total annual system wide allotment of leave days. Any teacher wishing to apply for such reimbursement must present the Superintendent with an estimate of anticipated expenses which must be approved in advance. The teacher may also be reimbursed for any unlisted unforeseen expenses incurred after approval has been given, if the Superintendent feels such additional expense is reasonable under the circumstances.

Teachers may be assigned to administrative leave at the discretion of the Board. Teachers are encouraged to recommend administrative leaves beneficial to the school system.

ARTICLE 20

OTHER LEAVE

Other leave, with or without salary, may be granted by the Board.

ARTICLE 21

JURY DUTY

Any teacher compelled to serve on jury duty during the work year shall receive a rate of pay equal to the difference between his professional salary and the jury fee. Upon receipt of summons for jury duty, the teachers shall make immediate request of the summoning authority to be relieved from such duty.

ARTICLE 22

PARENTHOOD LEAVE

- A. Any tenured teacher shall be eligible to receive parenthood leave (as opposed to childbirth disability leave), without pay or benefits, for the purpose of childrearing, if the following conditions and limitations are complied with:
1. At least sixty (60) days prior to the date parenthood leave is to commence, written notice requesting such leave must have been received by the Superintendent's office. In the event of adoption a teacher will notify as soon as he or she is aware of the effective date of adoption;
 2. If the Board has already paid all or a part of the cost of any insurance or other benefit covering the period of such leave it must be repaid prior to the commencement of such leave. A teacher may continue to participate in group insurance plans at his/her own expense during the period of parenthood leave if the teacher pays the Board the total cost of the insurance benefit during that period at least two (2) weeks before the Board would regularly make its payment or payments to its insurance carrier;
 3. Leave must commence at the time the adoption or birth or, if the employee is disabled as a result of childbirth disability, on the first day following the end of the paid childbirth disability leave;

4. Leave must terminate on the first day of work the following school year if it commenced on or before February 1st. If leave commenced after February 1st the teacher will be on leave the rest of the school year and summer and the following school year and summer;
5. If leave would otherwise commence during the summer months, between school years, it will be deemed to commence the first day of school of the next year. (Notice must be given at least sixty (60) days prior to the date parenthood leave would have commenced.)
6. If requested in writing by the teacher, parenthood leave may be extended or shortened at the discretion of the Board subject to whatever conditions the Board may require. No precedent or practice shall be established by the Board's decision;
7. An additional parenthood leave is not available to the same teacher in two consecutive school years;
8. Upon return the teacher will be assigned to his or her former position, subject to other provisions of this contract. No credit on the seniority list will be given for time spent on parenthood leave.

TRANSFERS AND PROMOTIONS

ARTICLE 23

TEACHER ASSIGNMENT

- A. The assignment of teachers within the school system is the responsibility of the Superintendent of Schools. Transfer in assignment shall be made only after every effort has been made to meet the reasonable requests and desires of any teacher concerned.
- B. Teachers shall be notified in writing of their assignments for the coming year, including the schools to which they will be assigned, and grades and/or subjects that they will teach, and any special or unusual classes they will have as soon as practicable and under normal circumstances no later than the teacher's last annual duty day.
- C. To the extent reasonable changes in grade assignment in the elementary schools and in subject assignment in the intermediate and senior high schools shall be voluntary, and in any case shall not be affected or announced without prior personal conference with the individual involved. A change in assignment within a building unit may be handled directly by the supervising principal, following a conference with the teacher concerned and subject to appeal through the grievance procedure.

- D. In arranging schedules for teachers who are assigned to more than one school, an effort shall be made to limit the amount of inter-school travel. Teachers will be reimbursed at the IRS rate for required inter-school travel by arrangement with the Superintendent. Such teachers shall be notified of any change in their schedules as soon as practicable.
- E. Teacher assignments shall be made without discrimination in regard to race, creed, color, religion, nationality, sex, or marital status.
- F. Except in an emergency which occurs during the school day, teachers shall not be required to substitute for absent faculty members.
 - 1. Teachers who substitute during their preparation or duty-free period shall receive compensation per class period based on a pro-rata amount of substitute's pay (e.g., six periods equal 6/6th of the substitute's daily rate of pay).
 - 2. Elementary teachers who substitute for absent, faculty members shall be paid that proportionate share of the substitute rate of pay that they have covered for said teacher.
 - 3. In neither of the two above cases shall the cost to the Board of Education for covering the absence of a teacher exceed the basic substitute teacher's daily rate of pay.
 - 4. Special education teachers should not be assigned to substitute in a regular classroom in place of their own. (It should happen only under an extreme condition.)
 - 5. The present forms used to report substitute use shall continue to be used.

ARTICLE 24

TEACHER TRANSFERS - VOLUNTARY/INVOLUNTARY

- A. The transfer of teachers or other certified personnel within the school system is the responsibility of and subject to the final approval of the Superintendent of Schools. To the extent possible, no teachers shall be involuntarily transferred. Transfers shall be made only after every effort has been made to meet the reasonable requests and desires to any teacher concerned.

B. Voluntary Transfers

1. A list of open positions in other schools shall be posted. In the case of teachers being transferred, preference shall be given in filling such positions on the basis of length of service in the system (as defined in Article 26), certification, and qualification. Posting shall be made at least two weeks in advance. Where need to fill a position arises during the summer months, notification shall be posted in each school and sent to the President of the Federation.
2. An open position is defined as that which is caused by death, retirement, promotion, discharge, resignation, transfer, or by the creation of a new position. Upon filling an open position from within the system, posting of the vacancy created by said voluntary transfer shall be at the sole discretion of the Superintendent of Schools.
3. Said postings of positions shall clearly set forth the qualifications and responsibilities of all open positions.
4. A complete seniority list shall be given to the President of the Federation by February 1 annually.
5. Any teacher desiring a transfer within the school system shall make known his desires, in writing, to the principal/administrator of the school/department involved by June 1.
6. Two teachers within the same school, having similar certification may mutually exchange positions for a period of one school year, subject to administrative approval.

C. Involuntary Transfers

1. No teacher shall be transferred from one subject area to another or one grade to another, at the initiative of the administration without the administration first consulting the teacher or teachers involved in the transfer before final action is taken.
2. It is the intention of the Office of the Superintendent to employ every practical means to avoid the involuntary reassignment of teachers. However, experience has shown that on a rare occasion it becomes necessary to reassign teachers because of unusual circumstances. In such instance, the following will be used as a guide for selecting the teacher for reassignment.
 - a. When a reduction in the number of teachers in a school is necessary (other than reduction in force) volunteers shall be transferred first. If

further involuntary transfers are necessary, the procedure outlined in (b) shall be followed.

- b. When involuntary transfers, either within the system or within a school are necessary, teachers with lesser service in the system (as defined in Article 26.A) shall be transferred first. Teachers being involuntarily transferred will be transferred to a comparable position and not out of their current grade classification, unless requested by the teacher affected. If no comparable position is available, then he/she will be assigned to an available position for which he or she is certified and qualified. A comparable position shall be defined as that outlined in the following classification:
 - i) For purposes of this policy, grades will be classified as: Elementary (K-5); Intermediate (6-8); and High School (9-12).
 - ii) Once it has been established that circumstances will require the involuntary transfer of a teacher it must be decided which grade classification will be affected by the transfer.
 - iii) The teacher in a given grade classification with the least experience in the town will be required to take a new assignment.
 - iv) The teacher being reassigned will be given a reasonable choice of existing vacancies in the system. A full time teacher will not be reassigned to a part time position unless there are no full time vacancies for which the teacher is certified and qualified.

- D. Any movement caused by Reduction in Force shall follow the procedures outlined in Article 26.
- E. Notwithstanding any provisions of this agreement to the contrary, nothing herein shall require the promotion, assignment, transfer or recall of any part time teacher to a greater part time or full time position.

ARTICLE 25

PROMOTIONS

- A. Promotion means any bargaining unit position which pays a salary increase and/or involves an additional or higher level of responsibility.
- B. Specified annual administrative appointment and vacancies of position which are caused by death, retirement, discharge, resignation, or by the creation of a new position shall be

filled pursuant to the following procedures:

1. The existence of vacancies of positions shall be adequately publicized by posting a notice in every school as far in advance of the date of filling such vacancy as possible. Posting shall be made at least thirty (30) days in advance and in no event less than two weeks in advance. Where need to fill a vacancy of position arises during the summer months, notification shall be posted in each school and sent to the President of the Federation.
 2. Said notice of vacancy of position shall clearly set forth the qualifications for the position where appropriate.
 3. Teachers who desire to apply for such vacancies of position shall file their application in writing with the administrator within the time limit specified in the notice.
 4. Such vacant positions shall be filled on the basis of qualification for the vacant position, provided, however, that where two or more applicants are substantially equal in qualification, preparation, experience, and evaluation of past performance, the applicant with the greatest amount of seniority in the system shall be given preference.
 5. All appointments to such vacant positions shall be made without regard to age, race, creed, color, religion, nationality, sex, or marital status.
- C. Notwithstanding any provisions of this Agreement to the contrary, nothing herein shall require the promotion, assignment, transfer or recall of any part time teacher to a greater part time or full time position.

SEPARATION AND RECALL PROCEDURES

ARTICLE 26

SEPARATION AND RECALL PROCEDURE

- A. The Board and the Federation agree that the primary consideration in determining the order of lay-off of teachers, who are qualified by certification shall be seniority. Seniority shall mean total years taught while under contract in the North Branford School System (including broken or interrupted years of teaching).

Notwithstanding the ability to accrue time toward seniority during broken or interrupted years of service, any teacher whose continuing contract of employment as a teacher in North Branford ended, for any reason, but who subsequently became reemployed by North Branford as a teacher on a continuing contract five or more calendar years after

such employment has ended, shall not count the earlier period of employment for the purpose of seniority.

Any teacher who works 50% or more of a work year shall be credited with one full year of seniority. Any teacher who works less than 50% of a work year, but more than 25% of a work year, shall be credited with half a year of seniority. Any teacher who works 25% or less of a work year shall not accrue any time toward seniority.

- B. When the Board determines that a reduction in professional staff is necessary, the following principles will rule:
1. Non-tenured teachers will be laid off before tenured teachers. Less senior non-tenured teachers will be laid off before more senior non-tenured teachers.
 2. Less senior tenured teachers will be laid off before more senior tenured teachers who are qualified by certification.
 - a. The least senior teacher in the system within the grade level or subject area affected shall be the one to be reassigned.
 - b. That teacher being reassigned shall be entitled to the position of the least senior teacher within his certification.
 - c. In the event that more than one teacher is being reassigned, those teachers will have their preference considered. However, the final assignment will be at the discretion of the Superintendent.
 - d. When seniority is found to be equal among teachers affected, the following order of criteria shall rule:
 - (1) Date that initial contract was signed by teacher.
 - (2) Degree status.
 - (3) Total teaching experience (in North Branford and elsewhere)
 3. Recall - If the contract of employment of a teacher is terminated because of elimination of position, the name of that teacher shall be placed on a reappointment list and remain on such list for a period of two years unless such teacher obtains employment as a public school teacher in another district during that period. If a position becomes open during such two-year period, and the teacher has been selected by the Board as the person on the recall list who is certified and most qualified to hold that position, then the teacher will be notified in writing by registered mail, sent to his last known address, at least thirty (30)

days prior to the anticipated date of re-employment. In determining whether a teacher is qualified for reappointment, the Board shall consider the criteria as set forth in the above. The teacher shall accept or reject the appointment in writing within ten (10) days. If the appointment is accepted, the teacher shall receive a written contract within twenty (20) days of receipt of the teacher's reply by the Board. If the teacher rejects the appointment offer, or does not respond according to this procedure within ten (10) days, then the name of the teacher will be removed from the recall list.

- C. Notwithstanding any provisions of this Agreement to the contrary, nothing herein shall require the promotion, assignment, transfer or recall of any part time teacher to a greater part time or full time position.

GRIEVANCE

ARTICLE 27

GRIEVANCE PROCEDURE

A. **Purpose**

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

B. **Definition**

1. "Grievance" shall mean a claim by a teacher or a group of teachers that there has been a violation, misinterpretation or misapplication of this Agreement, or a problem affecting the welfare or working conditions of teachers.
2. "Teacher" shall mean any member or members of the bargaining unit as described in Article I "Recognition" and may include a group of teachers similarly affected by a grievance.
3. "Party in Interest" shall mean the person or persons making the claim, including their designated representatives of their choice, as provided for herein.
4. "Principal" shall mean the Principal of the grievant, or other appropriate administrator.
5. "Days" shall mean working school days except after May 1st when days shall be calendar days, so that the matter may be resolved before the end of the school

year or as soon as possible thereafter.

C. Structure

1. The Federation shall designate a Federation School Representative for each school. Identity of said representative is to be made known to the Principal by September 15.
2. The Federation shall maintain a Grievance Committee. Persons assigned to this committee and any subsequent changes to assignments shall be posted with the Superintendent when so assigned. A list of Committee members is to be sent to the Superintendent and principals by September 15.

D. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limit specified may, however, be extended by written agreement of the parties in interest.
2. If a teacher does not discuss a grievance with his principal within thirty (30) days after he knew of the act or condition on which the grievance is based, then the grievance shall be considered as waived.
3. Failure by the aggrieved at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
4. Failure by an administrator or the Board to render his/her decision within the specified time limits shall then advance the grievance to the next procedural level.

E. Method

Should any difference, dispute or controversy arise between the Board and a teacher under the provisions of this Agreement, it shall be taken up as follows:

1. Informal Procedure

- a. If a teacher feels that he may have a grievance, he must first discuss the matter with his Principal (or in his absence the Assistant Principal) in an effort to resolve the problem informally. Written acknowledgement that a grievance discussion took place will be exchanged by both parties. If a question of jurisdiction should arise, the Principal shall contact the Superintendent for a determination. He will be informed through usual

administrative channels of this determination and will notify the aggrieved. When there is no question of jurisdiction, the Principal shall, within five (5) days of the discussion, render his written decision of the matter to the aggrieved.

- b. If the teacher is not satisfied with such disposition of the matter, he shall have the right to have a member of the Grievance Committee assist him in further efforts to resolve the problem informally with the Principal.

2. **Formal Procedure**

a. **Level One - School Principal**

- (1) If an aggrieved teacher is not satisfied with the outcome of informal procedures, he may present his claim as a formal grievance, which must be in writing, to his principal, stating his/her requested remedy, within thirty (30) days of the date he knew of the act or condition on which the grievance is based.
- (2) The Principal shall, within five (5) days after receipt of the written grievance, render his decision and the reasons therefore in writing to the aggrieved person, with a copy to the chairman of the Grievance Committee.

b. **Level Two - Superintendent of Schools**

- (1) If the aggrieved person is not satisfied with the disposition of his grievance at Level One, he may, within three (3) days after the decision, or within eight (8) days after his formal presentation, file his written grievance with the Grievance Committee for referral to the Superintendent.
- (2) The Grievance Committee may refer the grievance to the Superintendent no later than ten (10) days from the written denial at Level One.
- (3) The Superintendent and Principal shall, within ten (10) days after receipt of the referral, meet with the aggrieved person and with representatives of the Grievance Committee for the purpose of resolving the grievance.
- (4) The Superintendent shall, within three (3) days after the hearing, render his decision and the reasons therefore in writing to the Principal and the aggrieved person, with a copy to the Grievance

Committee.

c. Level Three - Board of Education

- (1) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, he may, within three (3) days after the decision, or within six (6) days after the hearing, file the grievance again with the Grievance Committee for appeal to the Board.
- (2) The Grievance Committee may refer the appeal to the Board no later than six (6) days from the receipt of written denial at Level Two.
- (3) Following receipt of the appeal, the Board shall schedule a hearing of the grievance to be held at the next regularly scheduled meeting of the Board of Education, or within twenty-five (25) days, whichever occurs first.
- (4) The Board shall, within three (3) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved, with a copy to the Grievance Committee.

d. Level Four - Impartial Arbitration

- (1) If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, he may, within three (3) days after the decision, or within six (6) days after the Board meeting, request in writing to the President of the Federation that his grievance be submitted to arbitration.
- (2) If the Grievance Committee formally determines that the grievance is meritorious and recommends such action, only the Federation shall submit the grievance to the American Arbitration Association (hereinafter called the "AAA") for arbitration in accordance with its voluntary administrative procedures, practices and rules. The Federation shall notify the Superintendent in writing no later than six (6) days from the written denial at Level Three of its intent to submit the grievance to arbitration.
- (3) The decision of the arbitrator shall be binding on both parties only when the issue involves a violation, misinterpretation or misapplication of a specific provision(s) of this Agreement. On a problem which otherwise affects the welfare or working conditions

of teachers, the decision shall be advisory only and no judgment need be entered thereon.

- (4) The costs for the service of the arbitrator shall be borne equally by the Board and the Federation.

F. Rights of Teacher to Representation

1. There will be no reprisals of any kind taken against any individual teacher by reason of his membership in the Federation or participation in its legal or ethical activities or by reason of his non-membership in the Federation.
2. Any individual employee shall have the right at any time to present grievances to his employer and may be represented at any stage of this grievance procedure by any person of his/her choice except that the employee may not be represented by any person acting as a representative, or an officer, or any teacher organization other than the Federation. When an employee is not represented by the Federation, the Federation shall have the right to be present and to state its views at all the steps of the grievance procedure.

G. Miscellaneous

1. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
2. Forms for filing and processing grievances, and other necessary documents, shall be prepared by the Federation, with the approval of the Superintendent, and made available through the Federation School Representative and the Grievance Committee, so as to facilitate operation of the grievance procedure.
3. Should differences arise between the Board of Education and a teacher or the North Branford Federation as to the interpretation or application of or compliance with the provisions of this Agreement or as to any question relating to the salaries, hours of work, and other conditions of employment or any changes therein of any employee, when a mutual effort is made to settle the matter promptly in accordance with established procedures set forth in the Agreement, there shall be no interruption or impending of the work, work stoppage, strikes, walkouts or lockouts on account of such differences.

GENERAL PROVISIONS

ARTICLE 28

FEDERATION RIGHTS

- A. The Board agrees to furnish to the Federation in response to reasonable requests, available information including but not limited to: Board agenda, regular Board minutes, annual financial reports, proposed budget, approved budget, yearly census reports, group teacher health insurance rates and premiums, and names and addresses of all teachers.
- B. The Federation shall be accorded the same use of building mail facilities and interschool mail privileges as other groups enjoy for the express purpose of distributing the organization's communications.
- C. The Federation shall have the use of bulletin board space at an accessible place in each school building for Federation purposes.
- D. When it is necessary for official representatives of the Federation to engage in Federation activities directly related to the Federation's duties as representatives of the teachers during the school day, they may be given free time without loss of pay as is necessary to perform any such activities, provided such activities and free time have been approved by the Superintendent or his designated representative, in accordance with established administrative regulations. The Federation and its officials recognized and agree that this privilege shall not be abused.
- E. The Federation shall have access to the Xerox for official Federation business provided an accurate record is kept and any charges be borne by the Federation.

ARTICLE 29

INTERPRETATION

- A. In the event that any provision or portion of this Agreement is ultimately ruled invalid or unenforceable for any reason by a court or competent jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.
- B. Previously adopted policies, rules and regulations of the Board in conflict with this Agreement are superseded by this Agreement until its expiration.

ARTICLE 30

DURATION

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

By Arbitrated Award
Its Chairman

By Arbitrated Award
Its President

APPENDIX A-1*

2014-2015 SALARY SCHEDULE

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>6th Year</u>	<u>Ph.D./Ed.D. 7th Year</u>
1	\$43,000	\$46,000	\$49,000	\$52,000
2	\$45,000	\$49,000	\$52,100	\$55,200
3	\$47,000	\$52,000	\$55,200	\$58,400
4	\$49,000	\$55,000	\$58,300	\$61,600
5	\$51,000	\$58,000	\$61,400	\$64,800
6	\$53,000	\$61,000	\$64,500	\$68,000
7	\$55,000	\$64,000	\$67,600	\$71,200
8	\$57,000	\$67,000	\$70,700	\$74,400
9	\$59,000	\$70,000	\$73,800	\$77,600
10	\$61,000	\$73,000	\$76,900	\$80,800
11	\$63,000	\$76,000	\$80,000	\$84,000
11A	\$65,000	\$79,000	\$83,100	\$87,200
12	\$67,000	\$82,000	\$86,200	\$90,400

*All teachers not at the maximum step in 2013-14 advance one step in 2014-15. A new step (11A) has been added for 2014-15 school year (between steps 11 and 12 of the 2013-14 schedule); Step 11A was adjusted to be the average of Steps 11 and 12. Teachers on step 11 in 2013-14, shall be placed on new step 11A for 2014-15.

APPENDIX A-2

2015-2016 SALARY SCHEDULE

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>6th Year</u>	<u>Ph.D./Ed.D. 7th Year</u>
1	\$45,200	\$48,200	\$51,200	\$54,200
2	\$47,200	\$51,200	\$54,300	\$57,400
3	\$49,200	\$54,200	\$57,400	\$60,600
4	\$51,200	\$57,200	\$60,500	\$63,800
5	\$53,200	\$60,200	\$63,600	\$67,000
6	\$55,200	\$63,200	\$66,700	\$70,200
7	\$57,200	\$66,200	\$69,800	\$73,400
8	\$59,200	\$69,200	\$72,900	\$76,600
9	\$61,200	\$72,200	\$76,000	\$79,800
10	\$63,200	\$75,200	\$79,100	\$83,000
11	\$65,200	\$78,200	\$82,200	\$86,200
11A	\$66,600	\$80,600	\$84,700	\$88,800
12	\$68,000	\$83,000	\$87,200	\$91,400

Note: There is no step movement for the 2015-2016 year.
Steps 1-11 received a \$2,200 increase.
Step 12 received a \$1,000 increase; Step 11A was
adjusted to be the average of Steps 11 and 12.

APPENDIX A-3

2016-2017 SALARY SCHEDULE

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>6th Year</u>	<u>Ph.D./Ed.D. 7th Year</u>
1	\$45,200	\$48,200	\$51,200	\$54,200
2	\$47,200	\$51,200	\$54,300	\$57,400
3	\$49,200	\$54,200	\$57,400	\$60,600
4	\$51,200	\$57,200	\$60,500	\$63,800
5	\$53,200	\$60,200	\$63,600	\$67,000
6	\$55,200	\$63,200	\$66,700	\$70,200
7	\$57,200	\$66,200	\$69,800	\$73,400
8	\$59,200	\$69,200	\$72,900	\$76,600
9	\$61,200	\$72,200	\$76,000	\$79,800
10	\$63,200	\$75,200	\$79,100	\$83,000
11	\$65,200	\$78,200	\$82,200	\$86,200
11A	\$67,100	\$81,100	\$85,200	\$89,300
12	\$69,000	\$84,000	\$88,200	\$92,400

All teachers not at the maximum step in 2015-16 advance one step in 2016-17. Step 12 received a \$1,000 increase; Step 11A was adjusted to be the average of Steps 11 and 12.

**APPENDIX B-1
ADDITIONAL STIPENDS TO BE PAID ANNUALLY**

	2014-2017
High School Level	
AFS Advisor	736
AV Director	2,825
College Bowl Advisor	1,228
Drama Director	1,845
Drama Assistant	736
Driver Ed – Road (Hourly)	27
Driver Ed – Class Hour	25
Extra Studies Coordinator	1,228
FBLA Advisor	1,228
Freshman Class Advisor	736
Junior Class Advisor	1,476
Junior Class Advisor Assistant	736
Literary Magazine	736
Math Team Advisor	1,228
Newspaper	1,845
PEP Band Director	1,845
Senior Class Advisor	1,963
Senior Class Advisor Assistant	981
Sophomore Class Advisor	736
Student Council Advisor	1,963
Year Book Advisor	2,702
Year Book Advisor Assistant	736
Grades 6 through 8 Level	
AV Director	2,032
Advisor	1,688
Newspaper Advisor	981
Intramural (Hourly)	27
Grades K through 5 Level	
AV Directors	1,228

APPENDIX B-1
ADDITIONAL STIPENDS TO BE PAID ANNUALLY
-continued-

	2014-2017
District Directors & Coordinators	
Subject Coordinator Grades 9-12 (Math, Science, Social Studies, Language Arts)	5,192
Subject Coordinators Grades 6-8 (Math, Science, Social Studies, Language Arts)	3,894
Subject Coordinators - Grades K – 5 (Math, Science, Social Studies, Language Arts)	2,596
PE Health Coordinator Grades K-12	5,192
World Language Coordinator Grades K-12	5,192
Music Grades K – 12	2,596
Guidance Counselor Coordinator Grades 6 – 12	5,192
Business Coordinator Grades 6 – 12	5,192
Teacher on Special Assignment - Grades K - 5	3,807
Special Education Head	4,591
Building Tech Leader (less than 400 students)	2,225
Building Tech Leader (400 or more students)	5,286
Summer School Director	5,647
Adult Education Director	5,647
Adult Education Assistant Director	835

Hourly Rates of Pay	
Summer School Instructor	32.59
Homebound Instructor	26.48
Adult Education Instructor	32.59
In Service Presenter	26.48
Summer Curriculum Writing	26.48

APPENDIX C-1
ANNUAL STIPENDS FOR ATHLETIC COACHES AND ASSISTANTS

	2014-2017
Coaching Position	
Football - Head Assistant	5,403
Football - Assistant	3,290
Football-Junior Varsity	3,290
Football - Freshman	3,290
Baseball - Varsity	4,454
Baseball - Junior Varsity	2,835
Baseball - Freshman	2,835
Softball - Varsity	4,454
Softball - Junior Varsity	2,835
Softball - Freshman	2,835
Basketball-Varsity	4,997
Basketball-Junior Varsity	3,034
Basketball-Freshman	3,034
Soccer - Varsity	4,175
Soccer- Junior Varsity	2,764
Field Hockey - Varsity	4,175
Field Hockey- Junior Varsity	2,764
Hockey-Varsity	4,997
Hockey-Junior Varsity	3,231
Cross Country-Varsity	3,106
Cross Country-Junior Varsity	2,235
Tennis	3,106
Track-Head	3,683
Track-Assistant	2,615
Golf-Head	2,930
Gymnastics-Varsity	3,378
Gymnastics-Junior Varsity	2,432
Volleyball-Varsity	3,378
Volleyball-Junior Varsity	2,432
Lacrosse - Varsity	3,378
Lacrosse - Junior Varsity	2,432
Fencing	2,235
Other	
Athletic Director	6,301
Cheerleading (Per Season)	1,794
Weight Training	1,292
Indoor Track – Head	3,378
Indoor Track – Assistant	2,432

APPENDIX D-1

FOR INFORMATIONAL PURPOSES ONLY

§46a-60. Discriminatory employment practices prohibited

(a) It shall be a discriminatory practice in violation of this section: . . .

(7) For an employer, by himself or his agent: (A) To terminate a woman's employment because of her pregnancy; (B) to refuse to grant to that employee a reasonable leave of absence for disability resulting from her pregnancy; (C) to deny to that employee, who is disabled as a result of pregnancy, any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by the employer; (D) to fail or refuse to reinstate the employee to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other service credits upon her signifying her intent to return unless, in the case of a private employer, the employer's circumstances have so changed as to make it impossible or unreasonable to do so; (E) to fail or refuse to make a reasonable effort to transfer a pregnant employee to any suitable temporary position which may be available in any case in which an employee gives written notice of her pregnancy to her employer and the employer or pregnant employee reasonably believes that continued employment in the position held by the pregnant employee may cause injury to the employee or fetus; (F) to fail or refuse to inform the pregnant employee that a transfer pursuant to subparagraph (E) of this subdivision may be appealed under the provisions of this chapter; or (G) to fail or refuse to inform his employees, by any reasonable means, that they must give written notice of their pregnancy in order to be eligible for transfer to a temporary position;