

AGREEMENT

between

NORWICH BOARD OF EDUCATION

and

NORWICH TEACHERS LEAGUE

July 1, 2015 - June 30, 2018

October 31, 2014
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ARTICLE 1

PREAMBLE

A. This Agreement is negotiated under Sections 10-153a and 10-153d through 10-153g of the General Statutes of the State of Connecticut, as amended, in order (a) to fix for its term the salaries and all other conditions of employment provided herein, and (b) to encourage and abet effective and harmonious working relationships between the Board and the professional staff in order that the cause of public education may best be served.

B. The Board and the League recognize the importance of responsible participation by the entire professional staff in the education process, planning, development, and growth of the Norwich School System. To this end they agree to maintain communication, to inform about programs, to guide in development and to assist in planning and growth either by committee, individual consultation or designated representatives.

C. This Agreement, including any changes mutually consented to, shall bind and inure to the benefit of both parties for the duration hereof. Written policies, rules and regulations, whether previously or subsequently adopted, which are in conflict with this Agreement, are superseded by this Agreement.

D. The Norwich Teachers League and the Board of Education shall equally share the expense of printing one hundred (100) copies of the contract, fifty (50) for each party. The Board of Education shall post this Agreement on the website so that it will be available to all teachers.

ARTICLE 2

RECOGNITION

A. The Board recognizes the Norwich Teachers League as the exclusive representative for purposes of collective bargaining of all certified professional employees of the Board, including those employees holding Durational Shortage Area Permits, except temporary substitutes and employees occupying positions requiring a supervisory or administrative certificate.

B. Unless otherwise indicated, the term "teacher" used hereinafter in this Agreement shall refer to all employees in the above unit.

ARTICLE 3

PROFESSIONAL NEGOTIATION

A. The Board and the League agree to secure a successor agreement pursuant to the revised Connecticut Statute concerning the right of certified professional employees to

negotiate with the Board of Education (Sections 10-153a and 10-153d through 10-153g of the General Statutes of the State of Connecticut, as amended).

B. This Agreement contains the full and complete Agreement between the Board and the League on all negotiable issues, and neither party shall be required during the term hereof to negotiate upon any issue, whether it is covered or not covered in this Agreement. Provided, however, that if the Board creates any new position(s) in the bargaining unit during the term of this Agreement, the salaries and conditions of employment of such position(s) shall be negotiated between the parties. Provided further, that nothing in this paragraph shall be construed as limiting the right or responsibility of either party to participate in the informal consultation procedure set forth in Article 33 of this Agreement.

C. During negotiations the Board and the League shall exchange relevant data, points of view, and proposals and counter proposals with respect to salaries and any other conditions of employment about which either party wishes to negotiate.

ARTICLE 4

BOARD PREROGATIVES

The rights, powers, authority and prerogatives of the Board, including but not limited to those set forth in Sections 10-220 and 10-221 of the Connecticut General Statutes, shall remain exclusively vested in the Board unless specifically limited by the express provisions of this Agreement.

ARTICLE 5

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. DEFINITIONS

1. "Grievance" shall mean a claim by a teacher or group of teachers or the League that there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. Where Board action is required by law, it shall not give rise to a grievance. A claim which arises over the alleged misapplication or interpretation of Board Policy or the Administrative Regulations may be processed under this procedure up through Level Three.

2. "Teacher" or "aggrieved person" shall mean any member of the bargaining unit as defined in Article 2, and may include a group of teachers similarly affected by a grievance or the League. "Board" shall mean the Board acting in its official capacity.

3. "Days" shall mean working school days except after school closes for the year, and "days" shall then mean weekdays, Monday through Friday.

C. STRUCTURE

1. The League shall maintain a Professional Rights and Responsibilities Committee (hereinafter referred to as the PR&R Committee).

D. INFORMAL PROCEDURE

1. If a teacher feels that he/she may have a grievance, he/she may first discuss the matter with the appropriate administrator, the next above him/her in administration, in an effort to resolve the problem informally. If the grievance involves that administrator, the teacher, after discussing the grievance with that administrator, may discuss the matter with the next higher administrator in an effort to resolve the problem informally.

E. 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 limits specified may, however, be extended by written agreement of the League and the Superintendent.

2. If a teacher does not file a grievance in writing with the appropriate administrator and PR&R Committee within thirty (30) days after he/she knew of the act or conditions on which the grievance is based, then the grievance shall be considered waived.

3. Failure at any step of the procedure to appeal within the specified time limits shall be deemed to be acceptance of the last decision rendered.

F. FORMAL PROCEDURE

1. Level One - School Administrator

(a) If an aggrieved person is not satisfied with the outcome of informal procedures, or if he/she has elected not to use them, he/she may present his/her claim as a formal grievance in writing to the appropriate administrator and to the PR&R Committee.

(b) The appropriate administrator shall, within five (5) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved person, with a copy to the Chairperson of the League's PR&R Committee.

2. Level Two - Superintendent of Schools

(a) If an aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may, within three (3) days after the decision, or within ten (10) days after his/her formal presentation, request the League's PR&R Committee to refer his/her grievance to the Superintendent of Schools.

(b) The PR&R Committee shall, within ten (10) days after receipt, refer the grievance to the Superintendent, but, prior to doing so, the Committee shall provide an opportunity for the aggrieved person to meet with the Committee to review the grievance and to determine appropriate documentation.

(c) The Superintendent shall, within ten (10) days after receipt of the referral, meet with the aggrieved person and with representatives of the PR&R Committee (not more than three) for the purposes of resolving the grievance.

(d) The Superintendent shall, within ten (10) days after the hearing, render his/her decision and the reasons therefor in writing to the aggrieved person, with a copy to the PR&R Committee.

3. Level Three - Board of Education

(a) If the League is not satisfied with the disposition of his/her grievance at Level Two, the League may, within ten (10) days after the decision, refer the grievance to the Board. A copy of the records of Steps One and Two of this grievance shall be forwarded to the Board with this referral.

(b) The Board shall meet with the aggrieved person and with representatives of the PR&R Committee and the Superintendent for the purpose of reviewing the grievance. The executive session hearing shall occur at the next regularly scheduled Board meeting following receipt of the appeal, provided the appeal is received by 4:00 p.m. on the workday that precedes the Board meeting by one (1) full week. An appeal received after that time shall be heard at the next regularly scheduled Board meeting.

(c) The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefor in writing to the aggrieved person with a copy to the PR&R Committee.

(d) The Superintendent and the League may agree to waive the Level Three Board of Education hearing and submit the grievance to Level Four. Such waiver must be in writing.

4. Level Four - Impartial Arbitration

(a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may, within five (5) days after the decision, or within eight (8) days after the Board meeting, request in writing to the President of the League that his/her grievance be submitted to arbitration.

(b) The League may, within ten (10) days after receipt of such request, if the PR&R Committee formally determines that the grievance is meritorious and recommends such action, submit the grievance to arbitration by so notifying the Board in writing, with a copy to the Superintendent.

(c) Upon the filing of a grievance to arbitration, representatives of the Board and the League shall confer regarding the selection of a mutually acceptable impartial arbitrator. Any arbitrator so selected shall be bound by the American Arbitration Association Voluntary Labor Arbitration Rules. In the event that the parties cannot agree on an arbitrator within ten (10) days following receipt of the arbitration filing, the matter shall be submitted to the American Arbitration Association under its Voluntary Labor Arbitration Rules.

(d) The arbitrator selected shall confer promptly with the representatives of the Board and PR&R Committee, shall review the record of prior hearings, and shall hold such further hearings with the aggrieved person and other parties in interest as he/she shall deem requisite.

(e) The arbitrator shall, within thirty (30) days after the hearing, render his/her decision in writing to the League and the Board, setting forth his/her findings of fact, reasoning and conclusions. The arbitrator shall hear and decide only one grievance in each case. The arbitrator or arbitrators shall have no power in any matter to make an award which amends, adds to, subtracts from or eliminates any provision of this Agreement. The arbitrator or arbitration panel shall be bound by and must comply with all the terms of the contract. The decision of the arbitrator shall be final and binding on all parties.

(f) The costs for the services of the arbitrator shall be borne equally by the Board and the League.

G. RIGHTS OF TEACHERS TO REPRESENTATION

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.

2. Any aggrieved person or teacher may be represented at Levels Two and Three of the formal grievance procedure by a person of his/her own choosing except that he/she may not be represented by a representative of or by an officer of any teacher

organization other than the League, CEA or NEA. No teacher may proceed to Level Four on his/her own; only the League may submit a grievance to arbitration.

H. 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, and such documents and records shall have the same status as personal records.

2. Forms for filing and processing grievances, and other necessary documents, shall be prepared and approved jointly by the Superintendent and the League, and made available through the PR&R Committee, so as to facilitate operation of the grievance procedure.

3. If a grievance affects a group or class of teachers, the League may initiate and submit such grievance in writing directly to the Superintendent and the processing of such grievance will be commenced at Level Two.

4. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate superior, whichever is higher, the aggrieved person shall submit such grievance in writing to the Superintendent and the PR&R Committee directly and the processing of such grievance will be commenced at Level Two.

5. When a meeting or hearing is scheduled during a school day by the Superintendent or the Board pursuant to Level Two or Three of the grievance procedure, persons whose attendance at such meeting or hearing is necessary, including witnesses, if any, shall be released without loss of pay in order that they may attend. In addition, when it is necessary for a League representative to investigate a grievance during school hours, he/she shall, upon one day's notice to his/her supervisor and/or principal, and to the Superintendent by the President of the League, be released without loss of pay in order that he/she may carry out such investigation; provided that this right shall be limited to one League representative per day. The League agrees that this right shall not be abused.

ARTICLE 6 **CLASS SIZE**

A. The Board and the League recognize that the pupil-teacher ratio is an important aspect of an effective educational program. Therefore, they agree that a class size in accordance with the following table is a desirable standard under normal conditions:

Kindergarten	23 pupils
Grades 1-6	26 pupils
Grades 7-8	28 pupils

The parties agree that a more desirable standard for class size and one toward which the Board and the administration shall target their efforts is as follows:

Kindergarten	20 pupils
Grades 1-6	24 pupils
Grades 7-8	26 pupils

- B. Classes in special subject areas shall not be subject to the above limitation.
- C. Class size shall be subject to the limitations of funds and facilities, and also to the density of pupil population within a given school district.

ARTICLE 7

ASSIGNMENTS, TRANSFERS AND VACANCIES

A. Teacher Assignments

1. "Assignment" means program, class and other duties, schedules, school location, grades, subjects and such other direction of the teacher's work as may be necessary to the operation of a proper school system.
2. Teachers initially employed by the Board shall receive their building, grade and/or subject assignments from the Superintendent's office.
3. Teachers already in the system shall receive notification of their building, grade and/or subject assignments for the ensuing school year prior to the close of the current year, except where changes are necessary or requested under Sections B and C below.
4. Teachers who desire a change in assignment within the same building shall meet and discuss such with the Principal and/or immediate supervisor.

B. Voluntary Transfer

1. "Transfer" means the reassignment of a teacher from one school to another but does not include changes in assignments of special subject area teachers who teach in more than one location.
2. A voluntary transfer shall be defined as transfer requested by an employee, to take effect at a period of time that would be the least disruptive to the education process and provide optimum teacher performance.

3. A list of anticipated open positions for the next school year shall be made available to all teachers no later than February 1.

4. Teachers who desire to transfer to another building shall file a written request of such a desire with the Superintendent and a copy to his/her present supervising principal no later than the March 1st preceding the school year for which transfer is desired.

5. The statement referenced in item 4 above, shall contain: (1) grade and/or subject to which the teacher desires to be assigned, (2) the schools, in order of preference, to which the teacher desires to be assigned, (3) all current certificate endorsements.

6. Where equal qualifications exist, length of service in the system shall be a factor in determination of voluntary transfer.

7. If a teacher is involuntarily transferred from one school to another and, within the next three years, applies for a voluntary transfer back to that school, the Superintendent shall give due consideration to the previous involuntary transfer and the circumstances surrounding that transfer.

C. Involuntary Transfer

1. "Transfer" means the reassignment of a teacher from one school to another but does not include changes in assignments of special subject area teachers who teach in more than one location.

2. Although the Board and the League recognize that some transfer of teachers from one building to another is unavoidable and, in fact, may be desirable, transfer of teachers should not be so frequent as to disrupt the educational process or interfere with optimum teacher performance.

3. If the transfer is necessary to adjust staffing due to changes in enrollment, a teacher may be transferred from a school with declining enrollment to a school with increasing enrollment, and in such case the provisions of paragraph 7 shall apply only within the building and grade from which the involuntary transfer will be made.

4. If an involuntary transfer of a teacher for the next school year is anticipated prior to the close of school in June, a meeting between the teacher so selected for the transfer and the Superintendent or other appropriate administrator shall occur as soon as practicable to apprise the teacher of the contemplated change.

5. At the meeting, referenced in item 4 above, the reasons for the transfer shall be discussed with the teacher in the presence of a League representative.

6. The final determination for involuntary transfer shall be made as soon as practicable. The teacher shall receive at that time written notice of the transfer and the reasons therefor. Except in emergencies, teachers shall be given at least two (2) weeks and a written notice of any involuntary transfer. Normally, involuntary transfers shall not be made after October 1.

7. In selecting among teachers who hold certification for the position to which involuntary transfer will be made, the Superintendent shall consider all of the following criteria:

- (a) length of service in the Norwich School System;
- (b) educational credentials;
- (c) experience in the area to which the transfer will be made;
- (d) unique qualifications desirous for the position to which the teacher will be transferred;
- (e) other factors such as the teacher's work record as evidenced by materials in the personnel file and supervisors' recommendations.

8. If a teacher objects to an involuntary transfer, a grievance may be filed and initiated at Level Two.

9. In the case of involuntary transfers due to budget constraints resulting in reduction in force, a meeting will be held between the Superintendent and a representative(s) of League.

D. Vacancies

1. "Vacancy" means a bargaining unit position which lacks an incumbent, which the Board intends to fill for at least a full school year and the existence of which will require hiring a teacher in addition to the present staff.

The following shall not be considered vacancies:

- (a) an opening which results from the appointment of a bargaining unit member to a vacancy;
- (b) a position for which there is a qualified candidate on the reappointment list;
- (c) a position of an employee who is on a leave of absence.

2. A vacancy shall be posted as far in advance of the date of filling it as possible and in no event less than two weeks in advance except for emergency conditions. Vacancies arising after the close of school in June will be posted in the Board of Education office and e-mailed to all Norwich Public School teachers using the NPS-NTL distribution list.

3. A teacher who desires to apply for a vacancy shall file an application in writing to the administrator and within the time limit specified in the notice.

4. If a vacancy occurs after the beginning of the school year, the Board may fill the vacancy for the remainder of the school year by a temporary appointment. However, the vacancy shall be posted and filled pursuant to this section, with the permanent appointment to take effect on the first day of the next school year.

5. Any teacher who applies for a vacancy shall be notified in writing of the disposition of his/her application.

6. A vacancy shall be filled on the basis of qualifications for the vacant position, provided, however, that where two (2) or more applicants are, in the Superintendent's judgment, equal in qualifications and suitability for the particular position sought, the applicant with the greatest length of service in the Norwich School System shall be given preference.

7. If a vacancy is to be filled by an involuntary transfer, the provisions of Section C above shall apply.

E. General Provisions

1. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall be assigned only to positions for which they are certified and qualified.

2. Except in the case of bona fide occupational qualification, all assignments, transfers, and filling of vacancies shall be made without regard to status in any protected class under State or federal anti-discrimination laws.

ARTICLE 8
EMPLOYMENT SECURITY

A. 1. No tenure teacher (as defined in Section 10-151(b), (c) of the Conn. Gen. Stat. as amended) shall be laid off when a position exists which is either vacant or occupied by a non-tenure teacher and for which the tenure teacher is certified or certifiable.

2. No tenure or non-tenure teacher shall be laid off when a position exists which is occupied by a teacher holding a Durational Shortage Area Permit for which the tenure teacher or non-tenure teacher is certified.

B. 1. When a reduction in force among the tenured teaching staff is required, said reduction shall be made in accordance with length of service within the affected area of certification and no tenured teacher shall be laid off if another tenured teacher within the area of certification affected has a shorter length of service except as provided in B(2).

2. If in the judgment of the Superintendent, a junior tenured teacher is uniquely qualified, within the affected area of certification subject to reduction in force, the strict application of seniority may be waived. The assessment of these qualifications shall be based on a sound educational reason for the preservation of the affected program and/or area of certification.

3. Length of service shall mean the period of time last continuously employed by the Norwich Board of Education in a position requiring certification.

4. A member of the administrator bargaining unit who has tenure and whose position is eliminated or who loses his/her position to another administrator shall be considered a teacher, and the criteria set forth above shall determine whether the affected administrator is assigned a teaching position or laid off.

C. It is understood that a layoff is a termination of employment subject to administrative and/or judicial review in the manner set forth in the subsections of Section 10-151 of the Connecticut General Statutes, as amended, and in no other manner. In the case of judicial review under those statutory provisions, the parties agree that the provisions of this article can and should be submitted to the court.

D. The name of any tenured employee who has been laid off shall be placed upon a reappointment list and remain on such list for two (2) years provided such teacher does not refuse a reappointment to a position equal in time to the position from which the teacher was laid off, and provided such teacher applies in writing by registered mail for retention of his/her name on said list on or before June first of each year subsequent to his/her termination.

E. Recall of tenured teachers on the reappointment list within certification area shall be in the inverse order of layoff provided that the senior teacher is qualified and certified for the position to be filled. Any teacher on the reappointment list shall receive a written offer of reappointment at least thirty (30) days prior to the date of reemployment. The teacher shall accept or reject the appointment in writing within ten (10) days. If he/she accepts the appointment, he/she shall receive a written contract at least fifteen (15) days prior to the effective date of reemployment where possible.

F. No new employee shall be hired to fill a position for which an employee on the reappointment list is certified and qualified for the position to be filled. In cases where more than one employee on the reappointment list is certified or certifiable for a particular position to be filled, employees with tenure shall be given preference.

G. No employee who has been laid off shall be entitled to payment or accrual of any compensation or fringe benefits, whether or not he/she remains on the reappointment list. However, a tenured employee who is reappointed from the list shall be entitled to reinstatement of sick leave accrued at the time of layoff, and further accrual of salary increments shall pick up where they left off. No years of layoff will be credited as years of service for compensation or retirement purposes. An employee who is laid off at the end of a school year and who has taught full-time in that school year, shall have the right to continue participation in the Board's group medical benefit plan under the contribution provisions of Article 31, Sections D and E, for the months of July and August. Said employee's COBRA continuation period shall commence on September 1.

ARTICLE 9

TEACHER FACILITIES

The Board and the League agree that each school should, within the limits of available space and structure, have the following facilities:

A. Space in each classroom in which teachers may store safely instructional materials and supplies.

B. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials. Teachers shall have access to copy machines, computers and printers in each school building. When possible, teachers will utilize the district's copying service for high volume copying jobs.

C. An appropriately furnished room, to be used as a faculty lounge, said room to be in addition to the aforementioned teacher work area.

D. Well lighted and clean teacher rest rooms, with separate facilities for men and women.

E. Parking space of adequate portion and reasonable location at each school.

ARTICLE 10

USE OF SCHOOL FACILITIES

A. The League will have the right to use school buildings, without cost, at reasonable times for meetings, provided, however, that the League will be required to pay for

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any additional custodial costs involved by reason of said meetings and the school buildings have not previously been engaged through the Superintendent for community use. The Principal of the building in question will be notified in advance of the time and place of all such meetings.

B. There will be one (1) bulletin board in each school building which will be placed in the faculty lounge for the purpose of displaying appropriate notices, circulars, and other League material.

ARTICLE 11

INSTRUCTIONAL MATERIALS

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 the textbooks to be used in the schools, such recommendations for textbooks shall continue to be cooperatively arrived at through joint consultation among teachers and administrators, subject to final approval by the Board.

ARTICLE 12

NOTIFICATION OF SALARY

A teacher shall receive written notice of his/her annual salary for the coming school year.

A teacher shall be notified in writing of the stipend or hourly rate for any supplemental position to which the teacher is assigned.

ARTICLE 13

SUBSTITUTE TEACHERS

A substitute teacher is one who is employed because of circumstances which make the regular teacher temporarily incapable of attending to his/her duties. A continuing substitute teacher is one who is employed in the same position for more than forty (40) school days. The rate of pay shall be set by the Board of Education. Qualifications shall be those approved by the State Board of Education. The procedure for the hiring of substitutes shall be as set forth in Administrative regulations.

ARTICLE 14

ANNUITY PLAN

Teachers shall be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to applicable provisions of the Internal Revenue Code.

The number of such plans for which payroll deductions shall be available shall be limited as provided in Article 31.

ARTICLE 15

HEALTH EXAMINATIONS

The Board and the League agree that a medical examination or other appropriate test may be called for by the Superintendent whenever, in the Superintendent's judgment, such is necessary based on such facts as short term or long term absence, or reasonable evidence of drug or alcohol abuse which manifests itself on the job or affects the teacher's performance.

ARTICLE 16

PERSONAL INJURY BENEFITS

Whenever a teacher is absent from school as a result of a personal injury caused by an accident arising out of and in the course of his/her employment and such absence is deemed compensable under the Workers' Compensation Act, he/she shall be paid his/her full net salary (gross salary less deductions for federal and state income taxes and FICA/Medicare) (less the amount of any Workers' Compensation award made for temporary disability due to said injury) for the period of one hundred twenty (120) days and no part of such absence shall be charged to his/her annual or accumulated sick leave.

ARTICLE 17

SICK LEAVE

A. Teachers shall be entitled to sick leave with full pay up to fifteen (15) working days in each year, so long as the teacher remains continuously in the service of the Board, up to the statutory limits. Each teacher shall be notified of the number of accrued sick days credited to him/her by November 15 of each school year.

B. The Board of Education may grant an extension beyond accumulated sick leave, either paid, partially paid or unpaid, in its discretion. The Board shall consider the nature of the illness, the circumstances involved, and the service record of the teacher concerned. Requests for such extension shall be presented to the Board in writing.

C. In addition to the sick leave provided in Paragraph A, each teacher shall be entitled to accumulate separately sick leave days which may not be added to such teacher's regular accumulation because of the statutory limit. Such additional accumulation may be used only for the purpose of Article 18, related to severance pay.

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D. Acceptable medical evidence may be required by the Superintendent after five (5) consecutive work days of absence. The Superintendent may also require medical evidence for patterns (not frequency) of absence. Failure to provide such verification shall be sufficient to deny sick leave payment.

ARTICLE 18

SEVERANCE PAY

A. Upon retirement under the provisions of Connecticut General Statutes §10-183f(a) or upon death, a teacher who has at least fifteen (15) years of continuous service with the Board or his/her estate shall be paid fifty-five dollars (\$55.00) for each year of continuous service with the Board up to a maximum of twenty (20) years, plus an amount based on the following schedule for each day of accumulated unused sick leave, plus the additional days, if any, accrued under Article 17-C; provided, however, that the maximum number of sick leave days for which a teacher may be paid on retirement or death shall be two hundred twenty (220) days for any teacher hired on or after July 1, 1998; and further provided that a teacher who gives less than six months' notice of retirement shall receive one-half of the amount of severance pay for which he/she would otherwise be eligible based on years of service and accumulated sick leave under this Section.

<u>Years of Continuous Service with the Board</u>	<u>Amount Per Day</u>
25	\$22.00
20	\$18.00
15	\$14.00

This provision shall not apply to any teacher hired on or after July 1, 2004.

B. In lieu of the lump sum severance pay provided in the preceding paragraph, a teacher who is within three (3) school years of normal retirement eligibility under General Statutes §10-183f(a) may elect to receive four hundred dollars (\$400.00) per year above the appropriate step of the salary schedule for not more than three school years. Such election must be made in writing prior to September 1, and may not be revoked by the teacher during the school year.

ARTICLE 19

PERSONAL DAYS

A. Each teacher shall be entitled to up to five (5) personal leave days each year, with full pay, in addition to and not deductible from sick leave. This leave is for such purposes as observing holy days, attending to illness or death in the family, going to a family

member's graduation or wedding, or other personal business which cannot be done outside of the regular work day. Personal leave is not for recreational purposes.

Application for leave shall be made to the office of the Superintendent at least one week in advance, except in the case of an unanticipated event (such as a death in the family) or emergency.

Additional personal days may be deducted from allowable sick leave at the discretion of the Superintendent.

B. For leaves of absence other than those covered by any portion of this Agreement, the rate of deduction shall, for each day, be one day's pay determined by dividing the teacher's salary by one hundred eighty-eight (188).

ARTICLE 20

SABBATICAL LEAVE

Sabbatical leave may be granted to teacher on any level of preparation for purposes which constitute a benefit to the school system subject to the following conditions:

A. No more than two (2) percent of the professional staff may be absent on sabbatical leave at any one time.

B. Requests for sabbatical leave may be received by the Superintendent in writing no later than April 15 of the year preceding the school year in which the sabbatical leave is requested. It is understood that this deadline may be waived at the discretion of the Superintendent when fellowships, grants, or scholarships are awarded later in the year, or when the later announcements of the specific programs of study make such a deadline unreasonable.

C. Teachers shall be eligible for such leave after at least seven (7) consecutive working years in the Norwich school system, exclusive of substitute service. Such service may be computed as continuous without counting the interruption of military service, or five (5) months of maternity leave.

D. A sabbatical leave shall be for a full academic year and the professional staff member shall be paid seventy (70) percent of his/her scheduled salary, provided that the total compensation of any program grant, scholarship, assistantship, or other compensation and the sabbatical leave pay does not exceed the teacher's scheduled annual salary. In this instance, "scheduled annual salary" shall be defined as that salary which the teacher would receive for teaching.

E. The teacher, as a condition to the acceptance of the sabbatical leave, shall agree to return to employment in the Norwich system for three (3) full years immediately

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following such leave. In the event that the teacher shall not so return, the teacher shall reimburse the Board fully for all sabbatical leave payments. As a further condition to the acceptance of the sabbatical leave, the teacher shall present to the Superintendent a planned program to be undertaken during the sabbatical leave and the object or goal to be obtained at the end of this program. In the event the object or goal is not pursued in good faith, the teacher shall reimburse the Board for all monies received during this period.

F. The teacher returning from sabbatical leave shall be placed upon the appropriate step of the salary schedule as though he/she had been in active service in the system for the year of the sabbatical leave. The returning teacher shall be assigned to his/her former position upon his/her return unless it has been eliminated. The sabbatical leave shall not affect continuity of service, sick leave, or payments of insurance premiums. Retirement will be deducted according to the provisions of Chapter 167 of the Connecticut General Statutes.

G. A teacher shall be eligible for a second sabbatical leave after seven (7) consecutive years of service following his/her first such leave. In the event of conflicts resulting from teachers requesting their first sabbatical leave and teachers requesting their second sabbatical leave, priority shall be given to those teachers requesting such leave for the first time.

ARTICLE 21

CHILD BEARING AND CHILD REARING LEAVE

A. Teachers who become pregnant shall be placed on short term leave status for child bearing purposes under this paragraph unless they elect a long-term leave under the provisions of paragraph (B). Any teacher who becomes pregnant shall so notify the Superintendent or his designee at least four (4) months prior to the expected date of delivery and shall thereafter provide a doctor's certificate indicating continued fitness for work at least monthly, or more often if there is a change in her condition during the month. Leave shall begin when in the opinion of her doctor, the teacher is no longer physically able to work, or upon confinement, whichever comes first. Leave shall expire when in the opinion of her doctor, she is physically able to return to work. Except in the case of unusual medical difficulties of the teacher, leave is not expected to continue for more than six (6) weeks after delivery. The teacher shall be assigned to her former position upon return. Such leave shall be with pay, as for any other short term disability, to the extent of accumulated sick leave.

B. Teachers not electing a long-term leave under paragraph C may also elect unpaid leave of up to six (6) weeks following disability leave. Notification shall be given at least thirty (30) days prior to commencement of the leave, and such leave shall not extend beyond the end of the school year.

C. Any teacher who has acquired tenure or non-tenure teacher who has successfully completed his or her third year of employment with the Norwich Public Schools,

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and is expecting a child or whose spouse is expecting a child, or who has firm plans to adopt a child in the immediate future, upon request shall be granted a long-term unpaid leave for child rearing purposes. Such leave shall begin after the period of disability or at the date of adoption and shall end at the mid-point or end of the school year. The request for such leave must be made at least thirty (30) days prior to its commencement. The teacher shall be notified in writing of the decision of the Board within ten (10) days after the Board meeting. Upon return, a teacher shall be assigned to his or her former position or an equivalent position in the discretion of the administration.

D. Leave granted pursuant to this Article shall be counted toward the leave which an employee is entitled under the Federal Family and Medical Leave Act. Therefore, for any period of leave within a twelve-month period, the Board shall continue payment of its share of the teacher's medical benefits for a period of up to twelve (12) weeks.

ARTICLE 22

LEAGUE LEAVE

A. If negotiation meetings between the Board and the League are scheduled during the normal working hours of a school day, not more than three (3) representatives of the League shall be relieved of all regular duties without loss of pay, as necessary, in order to permit attendance at such meetings. It is further agreed that all such meetings shall be scheduled so far as possible outside the school working day.

B. The President of the Norwich Teachers League will be allowed leave with pay for not more than two (2) days per month to perform the duties of the office. To the extent that these duties involve communication with other members of the League, it is agreed that such communications shall not take place when any participant has assigned duties to perform. The cost of the substitute will be paid by the League.

ARTICLE 23

CONFERENCE LEAVE

Time may be allowed for attendance at conventions, participation in educational evaluations, school visiting days, and other forms of professional improvements and services, without pay deductions, if application for attendance has been made at least fifteen (15) days in advance of such events. Application for participation in this leave shall be made to the principal or other appropriate administrator, who may waive the above time limit in appropriate circumstances. Upon request, teachers will be informed of the reasons for disapproval of their application. For all such absences, substitutes shall be provided and paid for by the Board and the teacher shall be reimbursed for legitimate expenses.

ARTICLE 24
MILITARY LEAVE

A. Military leave shall be granted to an employee who is called to service with the armed forces of the United States, in accordance with applicable federal law.

B. Upon the teacher's return to the system, the Board shall pay to the State Teachers Retirement System the full amount of assessments and interest due to provide full retirement credit to the teacher for the period of military service, not to exceed two (2) years in accordance with Section 10-169.

ARTICLE 25
GENERAL LEAVE

A. A teacher may be allowed leave, without loss of salary, to begin programs of study which result from foundation or scholarship grants and which necessitate personal presence in advance of the close of the school year, when arranged with the approval of the Superintendent.

B. Leave may also be granted at the discretion of the Board for teachers whose presence in a program as set forth in Article 28 necessitates absence in advance of the close of the school year. The provisions of this subparagraph B shall not exceed three (3) days.

C. Other extended leaves, with or without salary, may be granted at the discretion of the Board.

ARTICLE 26
GENERAL PROVISIONS

A. There shall be no reprisals of any kind taken against any teacher by reason of his/her membership in a professional organization or participation in its activities.

B. Except in the case of bona fide occupational qualifications or need, all provisions of this Agreement shall apply equally to all teachers without discrimination in regard to status in any protected class under State or federal anti-discrimination laws.

ARTICLE 27
STAFF SALARIES

A. The salaries of all teachers covered by this Agreement are set forth in the Appendix A, which is attached hereto and made a part of this Agreement.

B. All teachers shall be paid in twenty-six (26) biweekly installments.

Teachers shall be paid on the same biweekly schedule as all other employees of the school district. A copy of the schedule of biweekly pay periods for the duration of this Agreement is attached as Appendix E for informational purposes.

Any increase in salary as a result of a general wage increase or change in step placement shall be effective with the pay period that includes the first day of the teacher work year and shall continue for twenty-five (25) biweekly pay periods thereafter.

In the event that a teacher leaves employment during the school year, the annual salary for the year shall be prorated and any overpayment shall be deducted from the teacher's final pay, and if said final pay is not sufficient to cover the overpayment, the teacher shall be required to make payment directly to the school district not later than ten (10) days following the date of separation. Interest on overdue repayments will accrue at the rate of one percent (1%) per month or any portion thereof.

C. In advance of each contract year, representatives of the administration and the League shall meet to review the pay periods and pay dates for the coming year. The parties shall make every effort to mutually agree on resolution of problems concerning pay dates.

D. All salaries and other payments (such as stipends) shall be paid by direct deposit. Direct deposit vouchers shall be sent to each employee via e-mail.

E. Within thirty (30) days of a teacher being hired into the District, the Board shall notify the League of the new hire, his/her effective date of hire and rate of pay.

ARTICLE 28

DEGREE DEFINITIONS

The Salary Schedule listed in the Appendix of this Agreement shall be interpreted and applied in accordance with the following definitions:

Bachelor: A Bachelor's Degree earned at an accredited college or university.

Master: A Master's Degree earned at an accredited college or university in the field of education. For teachers initially employed prior to July 1, 2001, also recognized is thirty (30) hours beyond the Bachelor's Degree in the field of Education in an approved program leading to teacher's certification at the Master's level; and thirty (30) hours beyond the Bachelor's Degree in a planned program which has prior written approval of the Superintendent.

Sixth-Year: A Sixth-Year Certificate earned at an accredited college or university. For teachers initially employed prior to July 1, 2001, also recognized is thirty (30) hours

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beyond the Master's Degree in an approved program in the field of education at an accredited college or university; and thirty (30) hours beyond the Master's Degree in planned program which has the prior written approval of the Superintendent. A certified and licensed Speech Pathologist shall be placed on the Sixth-Year schedule provided he/she has a valid license from the Connecticut State Board of Health and holds Certification of Clinical Competency (CCC) from ASHA. Social Workers with an M.S.W., Guidance Counselors and School Psychologists shall be placed on the Sixth-Year pay schedule.

Doctorate: A Ph.D. or Ed.D. degree earned at an accredited college or university in the field of education.

ARTICLE 29

PLACEMENT ON THE SALARY SCHEDULE

A. All Teachers shall be placed on the appropriate step of the salary schedule as determined by the following:

1. Degree status as defined under "Degree Definitions" article.
2. Full credit for previous teaching experience in Connecticut public schools, provided that such experience shall have been continuous service of at least one hundred fifty (150) school days of any school year. Full credit shall be given for the first school year of teaching experience in Norwich public schools, provided such experience shall have been continuous service of at least ninety-four (94) school days. Intermittent or short-term substitutes service will not be accredited as previous teaching experience. Credit for previous teaching experience in another state public school system, or in private or military dependency schools shall be at the discretion of the Superintendent.
3. Full credit for service in the Peace Corps-with a maximum of two (2) years.
4. Credit for active military service in the Armed Forces of the United States with a maximum of two (2) steps.
5. Where teaching experience has been interrupted for a period of four (4) or more years, it will be the prerogative of the Superintendent to place said teacher on the salary schedule appropriate to said teacher's experience, and current qualifications.
6. The League shall be notified in writing of deviations from those standards in individual cases and the reasons therefor.
7. Except as otherwise negotiated by the parties or as noted in paragraph B, placement of new teachers on the salary schedule will be consistent with placement of veteran teachers at the same experience level.

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B. In addition to the above, the Board, upon recommendation of the Superintendent, may grant credit for non-teaching experience which is relevant to the position to be filled. Moreover, the Board, upon recommendation of the Superintendent, may place a teacher on a higher step in the salary schedule if the position to be filled is in an area of critical need.

Except by mutual agreement between the Superintendent and the League President, no more than six (6) additional steps may be granted. Placement on degree track shall be consistent with Article 28, Degree Definitions.

ARTICLE 30 **INSURANCE BENEFITS**

A. Medical Benefits.

1. Plans. The Board shall provide medical coverage under three (3) options - the Anthem Century Preferred Plan ("PPO Plan"), the Anthem Century Preferred Comprehensive Plan ("Comp Plan"), or the High Deductible Health Care Plan ("HDHP Plan"). General summaries of benefits and cost shares for these plans are attached as Appendix F.

The administrator of the plan(s) shall be selected at the option of the Board.

2. Premium Cost Sharing.

(a) A teacher enrolled in the Century Preferred Plan shall pay the following portion of the premium or premium equivalent for the individual and his/her eligible dependents by payroll deduction.

2015-16:	23 percent
2016-17:	23 percent
2017-18:	24 percent

(b) A teacher enrolled in the Century Preferred Comprehensive Plan shall pay the following portion of the premium or premium equivalent for the individual and his/her eligible dependents by payroll deduction.

2015-16:	17 percent
2016-17:	18 percent
2017-18:	19 percent

(c) A teacher enrolled in the HDHP Plan shall pay the following portion of the premium or premium equivalent for the individual and his/her eligible dependents by payroll deduction.

2015-18: 20 percent

3. The Board may offer an alternative high deductible health plan (as defined by the Internal Revenue Service Regulations) combined with a Health Savings Account (as defined and limited by the Internal Revenue Service Regulations) as an alternative to the primary plan offered. If the Board offers such a plan, employees shall have the option to enroll in it at the time of open enrollment. The Board shall announce the plan features and the premium cost share for the plan at least thirty (30) days prior to any open enrollment in which it is offered.

B. Dental Plan. The Board shall provide for each teacher a dental plan substantially equivalent to the Anthem "Co-Pay Plan for Dental Care" with Riders "A" and "B" as currently described in the Anthem summary of benefits. The teacher shall pay the same premium cost share for individual coverage as set forth above for medical benefits. Family coverage is to be at the option of the teacher and is to be paid for by the teacher.

C. Premiums paid by the Board for ineligible individuals will be the responsibility of the employee and be reimbursable to the Board. Ineligible individuals are defined as children who are over-age and ex-spouses and other family members whose premiums are paid by the City, as well as any others outside the scope of eligibility as defined by the insurance plan. "Eligible dependents" shall include the employee's spouse, and dependent children to such age as required by law. The definition of "dependent" shall be in accordance with the carrier's rules.

D. Life Insurance. The Board shall also provide for each teacher, group term life insurance coverage in the amount of thirty-five thousand dollars (\$35,000.00) with accidental death and dismemberment benefits.

E. Retiree Insurance. Any teacher hired on or before September 1, 1995 and retiring under the provisions of section 10-183f(a) or (c) of the General Statutes will be covered for all-insurance benefits provided by the Board up to and including their sixty-fifth (65th) birthday, providing the teacher who has reached his or her sixtieth (60) birthday by September 1st of the current school year and has taught twenty (20) years in the Norwich Public School System.

Beginning on July 1, 2013, a teacher who receives insurance benefits under the aforementioned provisions shall pay the same premium cost share as is paid by active employees commencing at his/her retirement date, or the date of eligibility for Board provided coverage as set forth in the next paragraph.

If the teacher has reached his or her fifty-fifth (55th) birthday or later at the time of retirement and has served twenty (20) years in the Norwich Public School System, the Board shall provide insurance coverage beginning the month following the retiree's sixtieth (60th) birthday provided he/she has maintained insurance coverage by paying premiums for participation in the group plan up to that point. It shall be the responsibility of the retired teacher to notify the Board at least sixty (60) days in advance of his/her sixtieth (60th) birthday if the retired teacher asserts eligibility for Board provided coverage at that time.

For any teacher who is hired on or after September 1, 1995 and who meets the above eligibility criteria, the Board will pay for fifty percent (50%) of the insurance benefits and the retired teacher will pay for the remaining fifty (50%) percent.

Teachers hired on or after July 1, 2004 shall not be eligible for any Board paid or Board subsidized retiree insurance coverage.

In accordance with Section 10-183t of the General Statutes, the medical and dental benefit plans offered to retirees shall be the same as those offered to active employees.

F. Insurance for Part-time Teachers. Any teacher who is voluntarily assigned to less than a full-time teaching position shall be eligible to participate in the insurance programs outlined herein. The Board shall pay the cost of such coverage in the same proportion that the teacher's load bears to a full-time load. The teacher shall be responsible for the remaining portion of premiums. For example, for a teacher who occupies a three-fifths (3/5) position, the Board shall pay sixty (60) percent of the insurance coverage cost which it pays for a full-time teacher and the teacher shall pay forty (40) percent by payroll deduction. The parties agree that the following principles shall be applicable to the interpretation of this section:

1. Any teacher in a part-time position prior to July 1, 1985 shall continue to have his/her fringe benefits calculated as they were under the prior Agreement.
2. This section shall apply to the insurance benefits of:
 - (a) any part-time employee employed on or after July 1, 1985;
 - (b) any current full-time employee who voluntarily accepts a reduction to part-time.

G. Change of Carriers. The Board may change carriers for any of the above insurance provided that coverage, benefits and administration are substantially equivalent to those currently offered, and there is no increase in any premiums paid by the staff member. At least sixty (60) days prior to changing carriers, the Board or its designee shall notify the President of the League in writing. Upon request, the parties shall meet to discuss the proposed change.

Should the League and the Board disagree that the changes proposed will provide substantially equivalent coverage, benefits and administration at no additional premium cost to staff members, the disagreement(s) shall be subject to impartial arbitration as set forth in Article 5 of this Agreement, preferably before an arbitrator with experience and expertise in insurance matters. Either party may request that such arbitration be expedited under the Rules of the American Arbitration Association for expedited arbitration.

H. The Board shall continue to provide a Section 125 Premium Conversion Plan through which teachers will pay their portion of medical insurance premiums, to the extent permitted by law.

I. The Board may, at its option, offer an alternative insurance plan(s) to teachers after review of such proposed plan(s) by a committee of the Board and the League. The plan design, co-payment amounts, cost sharing and other provisions of these alternative plans need not conform to the provisions of this Article. Participation in an alternative plan shall be voluntary.

J. 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, in which the parties agree to open negotiations over an insurance plan(s) that will reduce the cost of the plan(s) to under the excise tax thresholds or reduces the amount of any applicable excise tax and/or to negotiate over the employee monetary contributions towards the costs of their insurance coverage.

ARTICLE 31

FINANCIAL RESPONSIBILITY

A. In addition to payroll deductions required by law, the following agencies are eligible for payroll deductions. All requests for deductions must be in writing on approved authorized forms.

B. A list of approved deductions is as follows:

- Life Insurance (Lone Star or other current carrier)
- Tax Sheltered Annuity Plans (limited as provided below)
- Family Health Insurance
- Credit Union
- Unified Organization (NTL, CEA, NEA)
- State of Connecticut 457 Plan
- Aflac

The number of tax sheltered annuity plans eligible for payroll deductions shall be limited to five.

C. Dues Deductions:

1. The Board agrees to deduct from the salaries of its employees dues for the Unified Organization as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the League. Teacher authorization shall be in writing in the form attached hereto.

2. The League will certify to the Board in writing the current amount of the Unified Organization's membership dues. The League will give the Board thirty (30) days written notice prior to the effective date of any change.

3. Deductions referred to in Paragraph 1 above will be made in equal installments on the second (2nd) payday of each month during the school year, except that no installment shall be deducted in September and a double installment shall be deducted in June. The Board will not be required to honor for any month's deduction any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made.

4. Any teacher desiring to have the Board discontinue deductions he/she has previously authorized must so notify the Board and the League in writing by September 15 of the school year during which such discontinuance is to be effective.

5. It is recognized that the negotiation and administration of this Agreement entail expenses which appropriately are shared by all teachers in the Norwich Public Schools. To this end, if a teacher does not join the League, such teacher shall, as a condition of continued employment by the Board, execute an authorization for the deduction of a service fee. In lieu of executing such an authorization for payroll deduction, the teacher may elect to pay the service fee directly to the League. Any teacher who fails to execute an authorization or to make arrangements for direct payment, shall have the service fee deducted automatically by the Board of Education beginning in January of the current school year. The service fee shall not exceed that portion of the dues amount which represents the cost of collective bargaining, contract administration and grievance adjustment. All amounts collected by payroll deduction shall be forwarded to the League in the same manner as are dues deductions. The provisions of this paragraph concerning service fees shall not apply to teachers who taught in the Norwich Public Schools prior to September 1, 1972, and who were not members of the League on that date.

6. The League shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board for the purpose of complying with any of the provisions of this Paragraph C.

7. The Board's obligation to enforce the provisions of paragraph 5 above shall automatically terminate upon either of the following events:

- 1) A refusal by the League, the CEA or the NEA to indemnify the Board as required by paragraph 6, or
- 2) A ruling by any administrative agency or court which supports the CEA/NEA position that indemnification clauses such as that found in paragraph 6 above are "void as against public policy".

ARTICLE 32

PERSONNEL FILES

A. The Board of Education shall keep only one official personnel file for each teacher covered under the terms of this contract, in which no anonymous letters or materials may be placed.

B. The teacher shall be given copies of all material to be placed in his/her file.

C. Teachers may send positive information concerning special competencies, achievements, performances or contributions of academic, professional, or civic nature to the Superintendent or his/her designee who will review the information and decide if it is to be placed in the file. Material not so placed in the file shall be returned.

D. After examination of evaluative materials to be placed in the teacher's file, the teacher shall, for the purpose of identification only, affix his/her signature thereto, reserving the right to respond to any such material with a written rebuttal. The evaluative materials may then be placed in the personnel file. Any written rebuttal shall be placed in the file upon receipt.

E. A teacher shall be given a copy of any negative or derogatory material to be placed in the teacher's personnel file. The teacher may submit a written notation regarding the material in question. The teacher, upon request, has the right to review the contents of his/her personnel file at any time during the year provided that the time is mutually agreeable to both the employee and the Administrator for Personnel and Labor Relations or his/her designee, who shall be present during the review.

F. The teacher has the right to have reproduced any document in his/her personnel file. The cost of reproducing such documents shall be paid by the teacher at the approximate cost to the Board.

G. No teacher shall be suspended without pay or denied an increment, except when just cause exists for such action.

ARTICLE 33
CONSULTATION PROCEDURE

A. It is recognized by the Board and the League that all situations and developments could not be anticipated at the time of the negotiation of this Document. To achieve rapport between the Board and the League, informal meetings shall be held during the school year between representatives designated by each organization, such meetings to be held at mutually agreeable times.

B. The purpose of such meeting shall be to (1) discuss the orderly administration of this Agreement as written, and (2) to negotiate any issues upon which proposals were not presented by either party during the negotiations of this Agreement, and (3) to discuss matters of education which are of concern to both the Board and the League.

C. When one party makes a request of the other in writing, that other party shall respond to that request in writing within thirty (30) days.

ARTICLE 34
CURRICULUM REVISION

A. Recognizing the statutory responsibility of the Board for developing and revising curricula, and the professional competence and skills of the staff in relation to these matters, the Board and the League agree that development and revision of curricula including state and federal projects shall continue to be cooperatively arrived at through joint consultation among teachers and administrators, subject to final approval of the Board.

B. School administrators shall endeavor to honor requests for release time from teachers who find it necessary to perform curriculum revision work during the school day. In the event of major curriculum planning or revision projects which are likely to involve unreasonable expenditure of time beyond the usual professional commitment, the Board and the League may use the usual procedure established in Article 33 to discuss reasonable release time and/or compensation for the teachers involved. In the alternative, the Board may compensate teachers who volunteer for curriculum work during the summer months (or other time outside of normal work time, such as school vacations) at the hourly rate set forth in Appendix C.

ARTICLE 35
PROFESSIONAL DEVELOPMENT

A. In-service Training. In-service training sessions may be scheduled after the end of the regular work day of teachers. (The regular work day shall include hours when teachers are scheduled to be on duty but when their students are not in school.) Participation

in in-service training sessions scheduled after the end of the regular work day of teachers shall be voluntary.

B. Reimbursement for Graduate Study.

1. The Board shall allocate \$15,000 in each year of this Agreement for the purpose of reimbursing teachers for graduate study, subject to the following:

- a. Reimbursement shall be available for courses successfully completed pursuant to a planned Sixth Year program or Master's degree, taken at an approved institution of higher education.
- b. The program of study and institution must be approved in advance by the Superintendent, whose approval shall not be withheld for arbitrary or capricious reasons. Individual course changes within a previously approved program, made by or with the approval of the institution shall not result in denial of tuition reimbursement.
- c. A teacher may be reimbursed for up to two courses per year, at the rate of \$500 per course.
- d. Successful completion of a course shall be defined in the same manner as defined by the institution where the course is taken.

2. To qualify for tuition reimbursement under this Article, the teacher must be certified and employed by the Board on a full-time basis.

3. A teacher who has received approval for reimbursement under this Article shall submit proof of successful completion of the course and documentation of his/her tuition payment to the Superintendent's office within thirty (30) days following completion of the course. Reimbursement shall be made to the teacher within thirty (30) days thereafter.

C. The District shall continue to have a Professional Development Committee that includes representatives of teachers as well as others who participate in or otherwise have an interest in the professional development program. The Committee shall make recommendations to the Superintendent concerning the professional development programs to be offered within the District.

ARTICLE 36
ACADEMIC FREEDOM

A. The private and personal life of a teacher is not within the appropriate concern or attention of the Board or Association except as it may interfere with the teacher's responsibilities to and relationships with students and/or the school system.

B. Teachers will be entitled to full rights of citizenship and no religious or political activities of any teacher (provided such activities do not take place during his/her working hours) or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

ARTICLE 37
PREPARATION PERIOD

A. When a teacher's class is under the supervision of a special subject teacher, the classroom teacher may use this time as a preparation period, within or outside of his/her classroom, but within the school.

B. The Board and administration will establish teaching schedules which provide preparation time for each teacher four times each week, on different days, for a period of forty (40) consecutive minutes, and to coordinate preparation time so as to facilitate joint preparation among teachers planning interdisciplinary programs. On days when a teacher does not have a regularly scheduled assigned preparation period, the administration shall make reasonable efforts to not assign duties to the teacher during lunch or recess. In the event of absence of a special subject area teacher who takes over for a teacher during preparation time, the administration will make reasonable efforts to secure a substitute.

C. At each school, the instructional/action team and the building administrator shall work out a system of coverage during the lunch periods. Such system will ensure that at least thirty percent (30%) of the teachers who are on their lunch breaks will take those breaks in the building. Teachers who leave the building during their lunch period will provide notice to the Principal by signing out at the office.

ARTICLE 38
SCHOOL YEAR

A. It is recognized that the Board retains the right to make the final decision regarding school year calendars after consultation with appropriate parties. Consultation with the League shall take place prior to May 31 of each year.

B. The arrival and departure time of all teachers shall be consistent with their professional responsibilities and with the assignments given by the administration. Assignments shall be distributed equitably by each administrator.

ARTICLE 39

EMPLOYMENT DAY AND YEAR

A. In the event that the Board changes the number of days teachers are required to work or makes a material change in the length of the work day for teachers, the Board shall bargain over the impact of such change with the League. If the parties reach impasse without reaching agreement, within sixty (60) days of the initial negotiations meeting, the dispute shall be submitted to last best offer interest arbitration for resolution.

B. The parties agree that the following represents the current teacher work day and work year requirements:

1. The length of the teacher work year is one hundred eight-eight (188) days. Two of the work days were agreed, at the time of their addition, to be non-instructional days.
2. The length of the standard teacher work day is six hours and fifty-five minutes. These hours include fifteen (15) minutes, some or all of which may be prior to the starting time or after closing time. Teacher work days may be longer in order to comply with Article 40.

C. Each teacher shall fulfill two of his/her non-instructional work day obligations by engaging in professional development activities of his/her choice which are best suited to the individual teacher's needs in light of the teacher's assignment and the District's need for improvement. These activities may be in full or partial day increments, and may include but are not necessarily limited to after-school programs offered by the District, workshops or conferences offered by other educational or professional organizations and course work taken at an accredited college or university. Failure to complete the two (2) instructional days in whole or in part shall result in a loss of pay for such days or a pro-rata portion thereof.

The Superintendent and the Professional Development Committee shall develop standardized forms for requesting approval of a professional development activity and for reporting by each teacher of the professional development activities to be credited toward a teacher's obligations under this provision. Requests for approval shall be reviewed by a committee consisting of the Superintendent and League Co-Presidents or their designee(s) which shall recommend approval/disapproval to the Superintendent.

ARTICLE 40

OTHER PROFESSIONAL RESPONSIBILITIES

In addition to the above work day requirements, teachers work an additional forty-five (45) minutes in a work week, twice per month, for additional professional responsibilities, which may include but are not limited to:

- 1) Parent-teacher conferences
- 2) Hard to schedule CST's/PPT's
- 3) Major curriculum revision/work
- 4) Supervisory model/peer coaching
- 5) Tutoring
- 6) Other professional responsibilities

The above professional responsibilities will be reported by the teacher quarterly in writing to the appropriate administrator. A teacher may be required to report on the aforementioned professional responsibilities in writing on a monthly basis for the next quarter after a meeting is held with the teacher, the Superintendent or his/her designee, and the President of the League or her/his designee. At said meeting, the reason for the reporting shall be discussed.

The Superintendent and representatives of the League shall mutually agree on a standardized form for simplified reporting of professional responsibilities.

ARTICLE 41 **PARENT-TEACHER CONFERENCES**

There shall not be more than six (6) evenings for Parent-Teacher Conferences unless additional Parent-Teacher Conference sessions are needed, in which case exchange of other time shall be arranged by the Superintendent or his/her designee and representatives of the League.

Teachers shall be available to attend a reasonable number of meetings outside of the regularly scheduled work day for such events as open house, award ceremonies, PTO meetings, and other school sponsored activities.

ARTICLE 42 **TEACHER ASSISTANTS**

A. The Board and the League agree that a teacher's primary responsibility is to teach and that his/her energy should be utilized to this end. The Board and the League recognize that teacher assistants and part time clerical employees are useful and necessary in order to implement this principle. When available, teacher assistants shall be utilized for

non-teaching duties such as, but not limited to cafeteria, recess, bus duty, and morning assembly.

B. It is understood that it is the responsibility of individual school administrators to initiate requests concerning the use of teacher assistants to assist with special education and non-teaching duties. However, the League has a legitimate concern with an equitable and educationally sound distribution and use of available teacher assistants and the consultation procedure established in Article 33 is an appropriate vehicle for expression of such concerns.

ARTICLE 43 **SPECIALISTS**

A. The Board and the League recognize that competent specialists, especially in the areas of art, music, and physical education are desirable to the operation of an effective educational program. The Board will endeavor to employ professional personnel to meet the requirements of the school system. Personnel so employed will be recognized by title.

B. Should a situation arise where specialists are available for additional or remedial periods, the administrator shall take the opportunity to provide more special instruction for students where the need exists.

C. Substitutes, if available, shall be used when specialists, which includes special education teachers, are absent.

ARTICLE 44 **AMENDMENT**

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

ARTICLE 45 **HOLDOVER**

In the event that the Board and the League shall fail to secure a Successor Agreement as hereinbefore provided in Article 3 prior to the termination of this Agreement, the Board and the League shall extend the duration of this Agreement for any period not to extend beyond the date of the execution of a Successor Agreement.

ARTICLE 46

Norwich Board of Education and Norwich Teachers League 2015-18

SEVERABILITY

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

ARTICLE 47 **FINGERPRINTING AND RECORDS CHECKS**

The Board may require any teacher(s) to submit to state and national criminal history record checks, or other such reference or background history checks as may be required by state law. As part of this records check, the Board shall arrange for the fingerprinting of such teacher(s). The Board shall pay any fee associated with the procurement of the criminal history records check, for any teacher employed prior to July 1, 1994.

ARTICLE 48 **TRAVEL REIMBURSEMENT**

Teachers who are required to use their personal vehicles for travel on school district business shall be reimbursed at the IRS rate per mile which is in effect at the time of the travel.

ARTICLE 49 **DURATION**


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


SIGNATURE BLOCK


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

NORWICH TEACHERS LEAGUE

NORWICH BOARD OF EDUCATION

By 
Elizabeth Hanlon
Co-President

By 
Yvette Jacaruso
Chairperson

By 
Stacey Hungerford
Co-President

Date 11/13/14

Date 11/12/2014

**APPENDIX A
SALARY SCHEDULES**

<u>STEP</u>	2015-2016			
	<u>BA</u>	<u>MA</u>	<u>6TH YEAR</u>	<u>Ph.D</u>
1	48,041	49,915	52,231	56,115
2	49,460	51,560	53,991	58,006
3	51,023	53,214	55,863	60,016
4	52,065	55,200	57,847	62,148
5	53,214	57,188	59,833	64,281
6	55,200	59,174	61,986	66,594
7	56,856	61,158	64,137	68,905
8	59,830	64,493	67,235	74,618
9	62,807	67,829	70,325	77,566
10	66,689	72,309	75,121	80,657
11	70,451	76,159	78,884	83,053
12	78,164	83,960	86,600	89,408

There shall be no step advancement on the salary schedule in 2015-2016. Lane changes based on achievement of a new degree will be made.

<u>STEP</u>	2016-2017			
	<u>BA</u>	<u>MA</u>	<u>6TH YEAR</u>	<u>Ph.D</u>
1	48,041	49,915	52,231	56,115
2	49,460	51,560	53,991	58,006
3	51,023	53,214	55,863	60,016
4	52,065	55,200	57,847	62,148
5	53,214	57,188	59,833	64,281
6	55,200	59,174	61,986	66,594
7	56,856	61,158	64,137	68,905
8	59,830	64,493	67,235	74,618
9	62,807	67,829	70,325	77,566
10	66,689	72,309	75,121	80,657
11	70,451	76,159	78,884	83,053
12	78,602	84,430	87,085	89,909

Teachers who are eligible for step advancement on the salary schedule shall move one step in 2016-2017.

Norwich Board of Education and Norwich Teachers League 2015-18

APPENDIX A
2017-2018

<u>STEP</u>	<u>BA</u>	<u>MA</u>	<u>6TH YEAR</u>	<u>Ph.D</u>
1	48,243	50,125	52,450	56,351
2	49,668	51,777	54,218	58,250
3	51,237	53,437	56,098	60,268
4	52,284	55,432	58,090	62,409
5	53,437	57,428	60,084	64,551
6	55,432	59,423	62,246	66,874
7	57,095	61,415	64,406	69,194
8	60,081	64,764	67,517	74,931
9	63,071	68,114	70,620	77,892
10	66,969	72,613	75,437	80,996
11	70,747	76,479	79,215	83,402
12	79,388	85,274	87,956	90,808

Teachers who are eligible for step advancement on the salary schedule shall move one step in 2017-2018.

APPENDIX B
LEAD TEACHERS, COORDINATORS, SPECIAL EDUCATION LIAISONS,
TEAM MENTORS

Lead Teachers. The Lead Teacher will be available to assist the Principal for a reasonable amount of time after school. The annual stipend for Lead Teacher shall be as follows:

<u>School Year</u>	<u>Annual Stipend</u>
2015-2016	\$2,982
2016-2017	\$2,999
2017-2018	\$3,030

Coordinators.

The annual stipend for a Teacher-Coordinator in Science, Language Arts, Bilingual Education, Math or preschool shall be as follows:

<u>School Year</u>	<u>Annual Stipend</u>
2015-2016	\$6,930
2016-2017	\$6,970
2017-2018	\$7,041

The annual stipend for a Teacher-Coordinator in Art, Music, Physical Education or Library/Media shall be as follows:

<u>School Year</u>	<u>Annual Stipend</u>
2015-2016	\$1,155
2016-2017	\$1,162
2017-2018	\$1,174

TEAM Mentors.

Teachers who serve as mentors to teachers who are new to the Norwich Public Schools and who are involved in the TEAM Program shall receive an annual stipend as is

funded by the State. If more than one teacher serves as mentor for a new teacher, the stipend shall be divided equally among the mentoring teachers.

APPENDIX C HOURLY RATES

The Norwich Board of Education and the Norwich Teachers League agree to the following hourly rates for those teachers/instructors who will act as tutors, homebound instructors, and who are involved in after-school activities.

<u>School Year</u>	<u>Hourly Rate</u>
2015-2016	\$33.49
2016-2017	\$33.68
2017-2018	\$34.02

APPENDIX D
STIPENDS FOR SPORTS AND CLUBS

INTERSCHOLASTIC SPORTS **2015-2018**

Boy's Basketball: (Middle School)	
Coach	\$2,731
Assistant Coach	\$1,639

Girls' Basketball: (Middle School)	
Coach	\$2,731

Cross Country Coach	\$1,911
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Cheerleading:	
Coach	\$1,725

Soccer:	
Coach	\$1,911
Assistant Coach	\$1,150

Softball:	
Coach	\$1,437
Assistant Coach	\$861

AFTER SCHOOL ACTIVITIES

Intramural Sports	Hourly Rate
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- NOTE: - Post positions annually.
- Coaches must be certified as required by State Regulations
- The Board reserves the right to review and reappoint individuals to extra-duty positions on an annual basis.

APPENDIX E

PAYROLL DATES

SEPTEMBER 2015 through AUGUST 2018

<u>2015 - 2016</u>	<u>2016 - 2017</u>	<u>2017 - 2018</u>
September 11, 2015	September 9, 2016	September 8, 2017
September 25, 2015	September 23, 2016	September 22, 2017
October 9, 2015	October 7, 2016	October 6, 2017
October 23, 2015	October 21, 2016	October 20, 2017
November 6, 2015	November 4, 2016	November 3, 2017
November 20, 2015	November 18, 2016	November 17, 2017
December 4, 2015	December 2, 2016	December 1, 2017
December 18, 2015	December 16, 2016	December 15, 2017
December 31, 2015	December 30, 2016	December 29, 2017
January 15, 2016	January 13, 2017	January 12, 2018
January 29, 2016	January 27, 2017	January 26, 2018
February 12, 2016	February 10, 2017	February 9, 2018
February 26, 2016	February 24, 2017	February 23, 2018
March 11, 2016	March 10, 2017	March 9, 2018
March 24, 2016	March 24, 2017	March 23, 2018
April 8, 2016	April 7, 2017	April 6, 2018
April 22, 2016	April 21, 2017	April 20, 2018
May 6, 2016	May 5, 2017	May 4, 2018
May 20, 2016	May 19, 2017	May 18, 2018
June 3, 2016	June 2, 2017	June 1, 2018
June 17, 2016	June 16, 2017	June 15, 2018
July 1, 2016	June 30, 2017	June 29, 2018
July 15, 2016	July 14, 2017	July 13, 2018
July 29, 2016	July 28, 2017	July 27, 2018
August 12, 2016	August 11, 2017	August 10, 2018
August 26, 2016	August 25, 2017	August 24, 2018

APPENDIX F
MEDICAL PLAN DESIGNS

CENTURY PREFERRED PLAN

Benefit	Century Preferred
Cost shares	In-Network services subject to co-pays
	Out-of-Network services subject to deductible and coinsurance
	\$ 30 Co-pay office Visit, \$100 Emergency Room
	\$175 Co-pay outpatient Surgery, \$300 Per Admission Co-pay
	Deductible - \$400/\$800/\$1,200
	Coinsurance – 30% for Out-of-Network
	Out of Pocket Maximum - \$1,500/\$3,000/\$4,000
	Lifetime Maximum - Unlimited
Dependent Limiting Age	26
Preventive Care	
Pediatric	Covered according to age-based schedule No Co-pay
Adult	Covered according to age-based schedule No Co-pay
Vision	Covered once every two years No Co-pay (includes refraction)
Hearing	Covered once every two years \$30 Co-pay
Routine Gynecological	Covered once every year No Co-pay
Medical Services Medical Office Visit	\$30 Co-pay Including pre-natal and post-natal (initial maternity visit - no co-pay)
Outpatient PT/OT/Chiro	Covered up to 50 combined treatments per member per calendar year \$ 30 Co-pay (Treatment Plan Required)

Benefit	Century Preferred
Allergy Service	\$30 Co-pay for office visits and testing No co-pay for injections -up to 80 visits every three years (Treatment Plan Required)
Diagnostic Lab & X-ray	Covered No Co-pay
Inpatient Medical Services	Covered \$300 Co-pay
Surgery Fees	Covered \$175 Co-pay for outpatient surgery
Office Fees	Covered \$30 Co-pay
Office Surgery	Covered \$175 Co-pay
Outpatient MH/SA	Covered at 50 percent
Inpatient MH/SA	Same co-payment as for inpatient medical services Inpatient MH - 60 days per calendar year Inpatient SA - 45 days per calendar year
Emergency Care Emergency Room	Covered - Sudden & Serious guidelines \$100 Co-pay
Urgent Care	\$25 Co-pay Participating facilities only
Ambulance	No charge
Inpatient Hospital General/Medical/Surgical/ Maternity (Semi-Private)	Note: All hospital admissions require pre-cert Covered \$300 Co-pay per admission
Ancillary Services (Medication Supplies)	Covered
Psychiatric	Covered up to 60 days per calendar year (120 partial)
Substance Abuse/Detox	Covered up to 45 days per calendar year (90 partial)
Rehabilitative	Covered up to 60 days per calendar year
Skilled Nursing Facility	Covered up to 120 days per calendar year with an additional 60 days covered as Out-of-Network \$300 Co-pay per admission

Benefit	Century Preferred
Hospice	Covered up to 60 days
Outpatient Hospital Outpatient Surgery Facility Charges	\$175 Co-pay
Pre-Admission Testing	Covered
Other Services Durable Medical Equipment	Covered
Prosthetics	Covered
Home Health Care	200 visits per calendar year including 80 Home Health Aide Visits per calendar year
Prescription Drugs	<p>\$10/\$30/\$40 Co-pay - 30 day supply Mandatory generic substitution with current prescriptions grandfathered</p> <p>Twice retail for drugs available by mail order \$1,000 Maximum</p> <p>Additional coverage subject to out-of-network deductibles and coinsurance</p>

This summary is intended for use only as a general summary of benefits. For a detailed description of benefits, terms, limitations and exclusions, see group certificate.

CENTURY PREFERRED COMPREHENSIVE PLAN

SUMMARY OF BENEFITS AND PAYMENTS	IN-NETWORK	OUT-OF-NETWORK
Deductible	\$1,000/\$1,500/\$2,000	\$2,000/\$4,000/\$6000
Co-insurance	90/10%	70/30%
Maximum Out of Pocket	\$3,000/\$4,500/\$6,000	\$6,000/\$12,000/\$18,000
Maximum Lifetime Benefit Per Member	Unlimited	Unlimited
Gatekeeper Network	No	No
<u>PREVENTIVE CARE:</u>		
Well child care (per schedule.)	No copayment	Ded. & Coins.
Periodic, routine health examination (per schedule)	No copayment	Ded. & Coins.
Routine eye exams	No copayment	Ded. & Coins.
Routine OB/GYN visits	No copayment	Ded. & Coins.
Mammography (per schedule)	No copayment	Ded. & Coins.
Hearing Screening	No copayment	Ded. & Coins.
<u>MEDICAL CARE:</u>		
Office Visits (Primary)	\$30 co-pay	Ded. & Coins.
Office Visits (Specialist)	\$30 co-pay	Ded. & Coins.
Outpatient Mental Health & Substance Abuse	\$30 co-pay	Ded. & Coins.
Diagnostic lab and x-ray	Ded. & Coins.	Ded. & Coins.
High cost imaging (MRI, CAT, PET, etc.)	Ded. & Coins.	Ded. & Coins.
Allergy Services - Office Visit and Testing	Ded. & Coins.	Ded. & Coins.
Allergy Services - Injections (80 within 3 yrs.)	No copayment	Ded. & Coins.
Prenatal and Postnatal Maternity Care	\$30 co-pay	Ded. & Coins.
<u>HOSPITAL CARE</u>		
Inpatient Hospitalization	Ded. & Coins.	Ded. & Coins.
Skilled Nursing Facility (120 days per year)	Ded. & Coins.	Ded. & Coins.
Rehabilitative Services (60 days per year)	Ded. & Coins.	Ded. & Coins.
Outpatient Surgery	Ded. & Coins.	Ded. & Coins.

<u>EMERGENCY/URGENT CARE</u>		
Emergency Room	\$150 co-pay	\$150 co-pay
Urgent Care	Ded. & Coins.	Ded. & Coins.
Ambulance	Ded. & Coins.	Ded. & Coins.
<u>OTHER SERVICES</u>		
Physical, Occupational, Speech & Chiro Copay	\$30 co-pay	Ded. & Coins.
Physical, Occupational, Speech & Chiro Limit	50 visit combined	Ded. & Coins.
Durable Medical Equipment (Unlimited)	No copayment	Ded. & Coins.
Home Health Care	\$30 co-pay	Ded. & Coins.
<u>PRESCRIPTION DRUGS:</u>		
Non-public sector formulary with mandatory generic substitution and mandatory mail order for maintenance drugs, step therapy, et al.		
Retail	\$10/35/45	Ded. & Coins.
Mail Order (3 X supply, 2X copay)	\$20/70/90	Ded. & Coins.
Annual Maximum	\$1,000	N/A

This summary is intended for use only as a general summary of benefits. For a detailed description of benefits, terms, limitations and exclusions, see group certificate.

HIGH DEDUCTIBLE HEALTH PLAN

	IN-NETWORK	OUT-OF-NETWORK
<u>FINANCIALS:</u>		
Deductible	\$2,500/\$5,000	
Employer Portion of Deductible	\$1,250/\$2,500 (paid in two installments, in 1 st payroll of school year & 1 st after January 1, for active employees only)	
Employee Portion of Deductible	\$1,250/\$2,500	
Co-insurance	100%	80/20%
Maximum Out of Pocket	\$3,750/\$7,500	\$5,000/\$10,000
Maximum Lifetime Benefit Per Member	Unlimited	Unlimited
Gatekeeper Network	No	No
<u>PREVENTIVE CARE:</u>		
Well child care (to sched.)	No charge	Ded. & Coins.
Periodic, routine health examination (to sched.)	No charge	Ded. & Coins.
Routine eye exams	No charge	Ded. & Coins.
Routine OB/GYN visits	No charge	Ded. & Coins.
Mammography (to sched.)	No charge	Ded. & Coins.
Hearing Screening	No charge	Ded. & Coins.
<u>MEDICAL CARE:</u>		
Office Visits (Primary)	Subject to Deductible	Ded. & Coins.
Office Visits (Specialist)	Subject to Deductible	Ded. & Coins.
Outpatient Mental Health & Substance Abuse	Subject to Deductible	Ded. & Coins.
Diagnostic lab and x-ray	Subject to Deductible	Ded. & Coins.
High cost imaging (MRI, CAT, PET, etc.)	Subject to Deductible	Ded. & Coins.
Allergy Services - Office Visit and Testing	Subject to Deductible	Ded. & Coins.
Allergy Services - Injections (80 within 3 yrs.)	Subject to Deductible	Ded. & Coins.
<u>HOSPITAL CARE</u>		
Inpatient Hospitalization	Subject to Deductible	Ded. & Coins.
Skilled Nursing Facility (120 days per year)	Subject to Deductible	Ded. & Coins.
Rehabilitative Services (60 days per year)	Subject to Deductible	Ded. & Coins.
Outpatient Surgery	Subject to Deductible	Ded. & Coins.
<u>EMERGENCY/URGENT CARE</u>		
Emergency Room	Subject to Deductible	Same as In-Network
Urgent Care	Subject to Deductible	Ded. & Coins
Ambulance	Subject to Deductible	Ded. & Coins
<u>OTHER SERVICES</u>		
Physical, Occupational, Speech & Chiro Copay	Subject to Deductible	Ded. & Coins
Physical, Occupational, Speech & Chiro Limit	Subject to Deductible	Ded. & Coins
Durable Medical Equipment (Unlimited)	Subject to Deductible	Ded. & Coins
Home Health Care	Subject to Deductible	Ded. & Coins
<u>PRESCRIPTION DRUGS:</u>	Subj. to Ded. Then	
Retail	\$10/25/40	Ded. & Coins
Mail Order	\$10/50/80	Ded. & Coins
Annual Maximum	Unlimited	

This summary is intended for use only as a general summary of benefits. For a detailed description of benefits, terms, limitations and exclusions, see group certificate.

APPENDIX G

ADULT EDUCATION EMPLOYEES

This Agreement sets forth the agreement of the Board and the League concerning the wages and other conditions of employment for Adult Education employees which are mandatory subjects of bargaining.

ARTICLE 1 RECOGNITION

- A. The Board recognizes the Norwich Teachers League as the exclusive representative for purposes of collective bargaining of all Adult Education professional staff who are employed in positions requiring certification pursuant to the regulations of the Connecticut State Board of Education, including those employees holding Durational Shortage Area Permits, except temporary substitutes and employees occupying positions requiring a supervisory or administrative certificate.
- B. Unless otherwise indicated, the term "employee" as used in this Agreement shall refer to all employees in the above described group, including both teachers and guidance counselors.

ARTICLE 2 BOARD PREROGATIVES

The rights, powers, authority and prerogatives of the Board, including but not limited to those set forth in Sections 10-220 and 10-221 of the Connecticut General Statutes, shall remain exclusively vested in the Board unless specifically limited by the express provisions of this Agreement.

ARTICLE 3
UNION DUES AND FEES

- A. Employees shall be required to become and remain members or to pay an agency fee to the League as a condition of employment.
- B. The Board agrees to deduct dues and/or agency fees from the wages of employees who provide written authorization for such deductions. The monies deducted shall be transmitted promptly to the League. The schedule for such deductions shall be the same as that for other employees represented by the League.
- C. The League will certify to the Board in writing of the current amount of membership dues and agency fees. The League will give the Board thirty (30) days written notice prior to the effective date of any change.
- D. The League shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board for the purpose of complying with any of the provisions above.

ARTICLE 4
WAGES

- A. The hourly rates for Adult Education Instructors shall be as follows for the duration of this Agreement.

<u>School Year</u>	<u>Hourly Rate</u>
2015-2016	\$33.25
2016-2017	\$34.00
2017-2018	\$34.75

The hourly rates for the Head Guidance Counselor shall be as follows for the duration of this Agreement.

<u>School Year</u>	<u>Hourly Rate</u>
2015-2016	\$34.25
2016-2017	\$35.00
2017-2018	\$35.75

- B. All salaries and other payments (such as stipends) shall be paid by direct deposit. Direct deposit vouchers shall be sent to each employee via e-mail.

ARTICLE 5

PAID TIME OFF

- A. Employees shall be eligible for Paid Time Off (PTO) school year subject to the following:
1. An employee hired prior to January 1, 2012 shall be eligible upon the completion of at least 400 hours of work following January 1, 2012.
 2. An employee hired on or after January 1, 2012 shall be eligible upon the completion of 600 hours of work following the employee's date of hire.
- B. Once eligible, an eligible employee shall accrue 1 hour of PTO for every 30 hours worked. Unused PTO shall carryover from year to year, provided, however that the maximum accumulation of PTO shall be as follows:
- 20 hours for an employee who is working 10 or fewer hours per week
 - 30 hours for an employee who is working more than 10 and up to 20 hours per week
 - 60 hours for an employee who is working more than 20 hours per week
- C. There shall be no payment for unused PTO at any time, including but not limited to upon separation from employment.

ARTICLE 6

HOURS OF WORK

Adult Education teachers shall be paid for all hours worked at the Adult Education site for the applicable program or assignment. These hours shall include both classroom hours and time spent in additional professional activities assigned or approved by the Director, such as but not necessarily limited to the following:

- Staff meetings called by the Director or Coordinator

- Planning meetings for purposes such as collaborating on curriculum development, identifying program resources, working on grant funded initiatives, contact with community resources
- Providing assistance to students

It is understood that the hours for these additional professional activities may vary from program to program, and may differ for day and evening programs. The amount of time for additional professional activities may also be limited by available funding.

ARTICLE 7 CONDITIONS OF EMPLOYMENT

- A. An Adult Education Teacher may be non-renewed due to funding or programmatic changes and such non-renewal shall not be subject to the grievance and arbitration procedure of this agreement. The teacher shall be given a letter stating the reason for the non-renewal.
- B. An Adult Education Teacher who has completed at least six (6) years of employment in the Norwich Adult Education program may be terminated or suspended during a semester, term or school year for cause. Such termination may be appealed pursuant through the grievance and arbitration procedure of this Agreement.

ARTICLE 8 GRIEVANCE PROCEDURE

- A. "Grievance" shall mean a claim by an employee(s) or the League that there has been a violation, misinterpretation or misapplication of the specific provisions of this Appendix G to the Agreement. Where the action of the Board or administration is taken is required by law, it shall not give rise to a grievance.
- B. If an employee or the League does not file a grievance at Formal Level I in writing within thirty (30) days after he/she/the League knew of the act or conditions on which the grievance is based, then the grievance shall be considered waived. "Days" shall mean those days on which the central office of the school district is open for business.
- C. Informal Level:

An employee who feels that he/she may have a grievance shall first discuss the matter with the Adult Education Director in an effort to resolve the problem informally.

If the grievance involves action by the Adult Education Director, the employee may request that the League process a formal grievance on his/her behalf.

D. Formal Level I:

The employee or the League may request the League's PR&R Committee to refer the grievance to the Superintendent of Schools.

The Superintendent shall, within ten (10) days after receipt of the referral, meet with the aggrieved employee and a representative(s) of the PR&R Committee (not more than three) for the purposes of resolving the grievance.

The Superintendent shall, within ten (10) days after the meeting, render a decision and the reasons for the decision in writing to the aggrieved person, with a copy to the PR&R Committee.

The Superintendent's decision shall be final, except as provided in E below.

E. Formal Level II:

If the aggrieved person is not satisfied with the Superintendent's decision, and that decision involves termination or suspension of the employee pursuant to Article 7, Section B of this Agreement, the aggrieved may, within five (5) days after the Superintendent's decision, request in writing to the President of the League that the grievance be submitted to arbitration.

The League may, within ten (10) days after receipt of such request, if the PR&R Committee formally determines that the grievance is meritorious and recommends such action, submit the grievance to arbitration by so notifying the Superintendent in writing.

Upon the filing of a grievance to arbitration, representatives of the Superintendent's office and the League shall confer regarding the selection of a mutually acceptable impartial arbitrator. Any arbitrator so selected shall be bound by the American Arbitration Association Voluntary Labor Arbitration Rules. In the event that the parties cannot agree on an arbitrator within ten (10) days following receipt of the arbitration filing, the matter shall be submitted to the American Arbitration Association under its Voluntary Labor Arbitration Rules.

The arbitrator shall schedule a hearing on a date that is agreed by all parties.

The arbitrator shall, within thirty (30) days after the hearing, render his/her decision in writing to the League and the Superintendent, setting forth his/her findings of fact, reasoning and conclusions. The arbitrator shall hear and decide only one grievance in each case. The arbitrator or arbitrators shall have no power in any matter to make an award which amends, adds to, subtracts from or eliminates any provision of this Agreement. The arbitrator or arbitration panel shall be bound by and must comply with all terms of this contract. The decision of the arbitrator shall be final and binding on all parties.

The costs for services of the arbitrator shall be borne equally by the Board and the League.

ARTICLE 9
EVALUATION COMMITTEE

In the event that the Adult Education Program institutes a formal evaluation program for teachers, an Adult Education teacher shall be invited to sit on the advisory committee.

ARTICLE 10
COPIES OF AGREEMENT

The Board shall post this Agreement on the intranet or gmail so that it will be available for all Adult Education employees.

ARTICLE 11
ENTIRE AGREEMENT

This Appendix G to the Agreement constitutes the entire agreement between the parties concerning Adult Education and concludes collective bargaining for its duration.

No amendment, alteration, or variation of the terms of this Appendix G to the Agreement shall bind the parties unless made and agreed to in writing by both parties.

This Appendix G to the Agreement cancels, terminates and supersedes any and all other understandings or practices concerning Adult Education employees unless such practices or understandings are expressly incorporated herein.

ARTICLE 12
DURATION

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