

A G R E E M E N T

**BETWEEN
REGIONAL SCHOOL DISTRICT NO. 7**

BOARD OF EDUCATION

and

NORTHWESTERN TEACHERS' ASSOCIATION

of

REGIONAL SCHOOL DISTRICT NO. 7

2017-2020

TABLE OF CONTENTS

| | | |
|-----|--|----|
| 1. | A. Board Position | 1 |
| | B. Contract | 1 |
| | C. Notification of Faculty | 1 |
| 2. | Withholding of Increment or Increase | 1 |
| 3. | Duration..... | 1 |
| 4. | Savings Clause | 2 |
| 5. | Sick Leave | 2 |
| 6. | Expenses..... | 2 |
| 7. | Absence From School | 2 |
| | A. Death in Family Leave | 3 |
| | B. Professional Leave..... | 3 |
| | C. Personal Leave..... | 3 |
| | D. Religious Leave..... | 3 |
| | E. Sickness in Family Leave | 3 |
| | F. Legal Leave | 3 |
| 8. | A. Leave: Pregnancy and Childbirth..... | 4 |
| 9. | Family and Medical Leave Act..... | 4 |
| 10. | Sabbatical Leave | 4 |
| 11. | Notice of Intent to Return | 5 |
| 12. | Daily Schedule and Duties..... | 5 |
| 13. | Preparation Period..... | 6 |
| 14. | Substitute Teachers | 6 |
| 15. | Resignations | 7 |
| 16. | Payroll Deductions | 7 |
| 17. | Annuity | 7 |
| 18. | Insurance..... | 7 |
| 19. | Salary Schedule Placement | 10 |
| 20. | Definition of Salary Schedule | 11 |
| 21. | A. Section 125 Plan IRS | 13 |
| | B. Salary Schedules..... | 13 |
| | C. Dues and Service Fee Deduction | 14 |
| | (1) Conditions of Continued Employment | 14 |
| | (2) Subsequent Employment..... | 14 |
| | (3) Forwarding of Monies..... | 15 |
| | (4) Lists..... | 15 |
| | (5) Reference to Association..... | 15 |
| | (6) Save Harmless | 15 |
| | D.(1) Pay Periods | 15 |
| | (2) Automatic Deposit of Payroll..... | 15 |
| | E. Tutoring | 16 |

| | | |
|-----|--|----|
| 22. | Recognition of Extracurricular Activities..... | 16 |
| 23. | A. Department Supervision Pay Schedule..... | 16 |
| | B. Extracurricular Pay Schedule | 17 |
| | C. Termination of Extracurricular Assignment | 21 |
| | D. | 21 |
| 24. | Amendments | 21 |
| 25. | Board Policy Changes | 21 |
| 26. | Assignments and Transfers | 21 |
| 27. | Reduction in Teaching Personnel | 22 |
| 28. | Part Time Teachers | 23 |
| 29. | Indemnification Statutes | 23 |
| 30. | A. Grievance Procedure - Purpose..... | 23 |
| | B. Definitions | 23 |
| | C. Time Limits | 24 |
| | D. Informal Procedures | 24 |
| | E. Formal Procedures | |
| | 1. Level One - School Principal..... | 24 |
| | 2. Level Two - Superintendent of Schools | 25 |
| | 3. Level Three - Board of Education | 25 |
| | 4. Level Four - Arbitration..... | 26 |
| | F. Rights of Teachers to Representation..... | 26 |
| 31. | Due Process Provision | 27 |
| | Signature Page..... | 28 |

1. A. **Board Position**

The Board has and will continue to retain the right, responsibility and prerogative to direct the operation of the school in all its respects except as otherwise specifically provided in this Agreement including but not limited to the following: to maintain such educational activities as in its judgment will best serve the interests of Northwestern Regional School; to employ, assign, and transfer teachers; to suspend and dismiss teachers in the manner provided by statute; to prescribe rules for the management, studies, classification and discipline of the school.

B. **Contract**

The Board recognizes the Association as the exclusive bargaining agent for all certified professionals who are employed by the Board in positions requiring a teaching or other certificate and are not included in the administrators' unit or excluded from the purview of §§10-153a to 10-153n, inclusive. This Agreement executed by the Association and the Board shall serve as the collective bargaining agreement for all members of the teachers' bargaining unit except that upon initial employment the Board shall execute with that teacher an initial contract of employment and shall annually thereafter notify each teacher in writing of his salary for the ensuing year.

C. **Notification of Faculty**

The administration will make every effort to notify all faculty with a legitimate educational interest of any student who has a psychological, sociological, or medical problem or history which might indicate a tendency to react violently, consistent with state and federal statutes.

2. **Withholding of Increment or Increase**

Any salary increment, increase, or part thereof may be withheld from any teacher for unsatisfactory service as evidenced by unsatisfactory evaluations and upon recommendation of the Superintendent. Such recommendation shall be made within sixty (60) days after the completion of the teacher's summative evaluation but no later than June 1st preceding the school year in which the withholding shall be in effect. A teacher shall receive a written statement of the reasons for the withholding of the increment, increase or part thereof and shall be entitled to have a meeting with the Superintendent and to have Association representation at that meeting.

3. **Duration**

The provisions of this Agreement shall be effective as of July 1, 2017 and shall be binding upon the Board and the Association until June 30, 2020. Negotiations to secure a successor agreement shall commence in accordance with law. During negotiations the Board and the Association shall exchange relevant data not of a personal or confidential nature.

4. **Savings Clause**

If any provisions 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.

5. **Sick Leave**

- A. Each member of the unit is entitled to sick leave with full pay up to fifteen school days in each year of this contract. Unused sick leave shall be accumulated from year to year up to but not in excess of one hundred eighty five (185) school days. After an absence of five (5) or more consecutive days or if the Superintendent has a reasonable suspicion that sick leave is being abused, such leave shall be affirmed by a certificate of an attending physician if requested.
- B. At the commencement of any paid or unpaid long term sick leave, the Superintendent of Schools may require an employee to provide a statement from his or her physician indicating the anticipated date the employee will return to work, the nature of the illness or the disability, and the fitness of the employee to return to work. During the course of the leave, the Board may request continued verification from the physician of the information listed above, but not more than once every thirty days. The Superintendent may require the employee to undergo an examination by a Board appointed physician, at the Board's expense, to verify this information. No sick leave shall accumulate while an employee is on an unpaid leave of absence.

6. **Expenses**

The Board shall pay for the reasonable expenses incurred by teachers who attend workshops, seminars, conferences, conventions or other professional improvement sessions, such as visiting days, at the request and/or with the approval of the Principal and Superintendent for particular purposes of special benefit to the school system. A written report may be required of any teacher attending such sessions.

7. **Absence From School**

It is recognized that among members of the professional staff there will be occasional infrequent cause for relatively short absences to meet desirable professional objectives and personal requirements. Therefore, in addition to sick leave, allowances are made for absence for professional reasons and for absence to meet personal needs. No portion of these allowances is accruable. Furthermore, except in emergency circumstances, the member shall provide at least five (5) days advance notice to the Superintendent and Principal for any leave taken under Sections B, C, D, and F, below. Allowances for such absences are as follows:

A. Death in Family Leave

Up to four (4) days per year may be allowed without loss of pay to a member because of death in the immediate family. Regarding death, immediate family is defined as including the member's grandparents, parents, children, grandchildren, siblings, spouse, spouse's grandparents, spouse's parents, spouse's children, or other person who immediately preceding death had been a member of the same household. The Superintendent may grant permission for an extension of such leave in special cases involving a death in the immediate family. The Superintendent may grant permission up to two (2) days in special cases not listed above.

B. Professional Leave

With advance approval of the principal and Superintendent a member may be permitted release time for attendance at recognized educational meetings and for visiting other school systems for the purpose of improving this school system without loss of pay.

C. Personal Leave

Up to two (2) full days or four (4) half-days per year of absence will be permitted for a teacher to attend to necessary personal matters which cannot be transacted other than during working hours. A request for absence under this provision should be made in advance to the Principal. These days are not to be scheduled on a work day before or a work day after a holiday, extended weekend, or vacation except in the most exigent circumstances as approved by the Superintendent in his or her discretion. Notwithstanding any other provisions of this Agreement, the decision to approve personal leave for days before or after a holiday, extended weekend or vacation shall be within the sole discretion of the Superintendent.

D. Religious Leave

Members shall be entitled up to three days per year without loss of pay for major religious holidays when observance of such requires absence from school.

E. Sickness in Family Leave

Members shall be allowed time off for sickness in their immediate family not to exceed four days per year without loss of pay. Immediate family is defined as including member's parents, children, spouse's children, siblings, spouse, spouse's parents or any person who is a member of the same household. The Superintendent may grant up to two days in special cases not listed above.

F. Legal Leave

Teachers shall be granted a legal day of absence when subpoenaed by any political subdivision of the federal, state or local government without loss of pay.

8. Leave: Childbirth/Childrearing

- A. The Board and the Association recognize that teachers are entitled to reasonable leaves of absence for pregnancy-related disabilities. Up to five (5) sick days per year may be used for a teacher's adoption of a child.
- B. Leaves of absence for child-rearing purposes may be granted by the Board of Education without pay or benefits, upon recommendation by the Superintendent of Schools, subject to the following conditions:
 - 1. Child-rearing leave shall be limited to one year only provided, however, that in the discretion of the Superintendent of Schools, whenever a child-rearing leave is granted in the middle of the school year, the one year limit may be extended to include the remainder of the following school year.
 - 2. Child-rearing leave shall be not credited to a teacher for the purpose of determining position on the salary schedule.
 - 3. Upon return from child-rearing leave, the teacher shall be reinstated to the same or equivalent position except as affected by Article 27 - Reduction in Teaching Personnel.

9. Family and Medical Leave Act

Any leave granted under the provisions of this contract or Board policy shall be credited against an employee's entitlement under the Family and Medical Leave Act provided such leave is for a purpose recognized under the Act.

10. Sabbatical Leave

On the recommendation of the Superintendent the Board may permit members of the professional staff to take sabbatical leave for the purpose of self-improvement and benefit to the school subject to the following:

- A. Sabbatical leaves may be combined with programs of study and research for educational purposes.
- B. Only one faculty member may be on leave at one time.
- C. Staff members shall have served a minimum of seven consecutive years in this school system before becoming eligible.
- D. Applications for leave must be in the Superintendent's office no later than the first school day of the preceding March.

- E. No salary or benefits shall be paid by the school system but the staff member will be credited with one step on the salary schedule upon his return provided that the purpose of which the leave was granted has been fulfilled.

11. Notice of Intent to Return

An employee intending to return from a paid or unpaid leave at the commencement of an academic year shall file a notice of such intention with the Superintendent of Schools on or by April 15 preceding the scheduled date of return. Employees required to return from leave on a date other than at the commencement of an academic year shall file a notice of intent to return forty-five (45) days prior to expiration of the leave. The employee shall be informed of this contractual obligation at the time he or she receives a written notice of the granting of the leave and at least thirty (30) days prior to the "notice of intent to return" date by correspondence sent to the employee's last known address by certified mail with a return receipt requested. An employee who fails to file a notice of intent to return with the Superintendent by the required date may, at the discretion of the Superintendent, be deemed to have resigned from the employ of the Board of Education effective on the notice of return date. This provision shall not apply to any sick leave, paid or unpaid, granted under this Agreement.

12. Daily Schedule and Duties

- A. Required attendance at Planning and Placement Meetings held after 4:30 p.m. on school days shall be reimbursed at the rate of \$25.92 per hour, but not to exceed \$41.47 per session.
- B. At all times the NTA President and Grievance Chairperson shall be assigned one duty period. The decision of who will perform the duty shall be left to the discretion of the NTA. Further, during a year in which negotiations are taking place, the chairperson of negotiations shall be assigned a duty during the same time as the NTA period and that duty shall be directly abutting the NTA duty.
- C. Every teacher may be required to have a physical examination by a competent medical authority at Board expense at least once every two years. If there is a doubt as to a teacher's competency or fitness to perform job related duties, the Board may require additional examinations at the Board's expense.
- D. Teachers shall be assigned by the principal to perform supervisory duties before or after class hours within the current work day.
- E. The teacher work year shall be one hundred eighty five (185) days to include one hundred eighty one (181) student days. Vocational agricultural instructors will be paid at a rate of 1.16 FTE based on their position on the salary schedule. The vocational agricultural instructors' work year shall exceed the scheduled work for other teachers by 32 days.

- F. Middle school teachers will attend no more than two evening parental conferences per school year. Each evening parent conference will be from 4:30 until 7:00 p.m. On the days of the parent-teacher conferences, the student day will end at 12:07 (subject to adjustment based on the start of the school day) and middle school teachers may leave school after the busses depart. Additionally, middle school teachers will be released from another late bus duty on a date mutually agreed to by the Board and the Association. In the event that the school administration determines that parent conferences are no longer needed, the two-half days that had previously been used for parent conferences will be scheduled throughout the course of the school year at the Board's discretion. Region 7 teachers (both in the middle school and the high school) will be required to stay from 1:00 until 2:30 p.m. on these dates working on Professional Development or the Teacher Evaluation process. The Professional Development and Evaluation Committee will determine how these days are to be used in accordance with the law.
- G. Current practice includes fifty (50) academic help days (Mondays and Thursdays) and ten PLC/Data days (first Wednesday of the month), on which teachers shall work until 3:00 PM. Advance notice of these dates will be provided to the teachers in writing annually; if any of these dates are lost due to cancellation or other scheduling conflicts, they will be made up on mutually agreeable dates. The Administration may allocate any or all of the above-mentioned days for academic help and to meeting the changing needs of teachers, i.e. teacher evaluation meetings, Common Core, Smarter Balanced testing, PLCs/ Data days and future educational reforms.
- H. A teacher shall not be required to teach more than five (5) classes per day. Under extraordinary circumstances a teacher may volunteer to teach a 6th class and will be paid at a rate equivalent to 5% of the teacher's salary, up to a maximum of \$4,000 for the assignment. Assignment of a teacher to a 6th class shall not be used to reduce a 3/5 or more position.

13. Preparation Period

- A. All teachers shall have at least one full preparation period each day in addition to their lunch period.
 - 1. The only exception to the above will be when the periods are shortened or eliminated by a modification of the school schedule for special events.
 - 2. Periods when eliminated shall be so done on a rotating basis where practicable.
- B. A preparation period is that time during which a teacher is free to prepare lessons and/or meet what he/she deems to be his/her work related responsibilities during the school day.

14. Substitute Teachers

A reasonable effort consistent with past practice will be made to obtain substitute teachers when needed.

15. Resignations

A teacher may resign for good reason by submitting at least thirty days written notice at any time. If a teacher resigns or the contract is otherwise terminated during the school year, the basis of payment for part of the contract served shall be calculated at the teacher's present salary prorated at the per diem rate for the sum of school days worked, plus approved absences with pay.

16. Payroll Deductions

In addition to those payroll deductions required by law, the following agencies are eligible for payroll deductions; Bristol Teachers' Federal Credit Union, tax sheltered annuity plans; United Way; United States Savings bonds, Connecticut Education Association; Northwestern Teachers' Association. All requests for deductions must be in writing to the Superintendent or her/his designee.

17. Annuity

Teachers shall be eligible to participate in a tax sheltered annuity plan established pursuant to law.

- A. Teachers contributing to a company offering a tax sheltered annuity plan prior to June 30, 1994 shall be able to continue contributions to that company.
- B. As of July 1, 2005, new contracts for payroll deduction for tax sheltered annuity contributions will only be accepted for up to fourteen (14) companies, jointly approved by the Board and the Association.

18. Insurance

A. The Board will provide two health insurance plans from which the employee may select, with the employee to make his/her selection annually. One option is the High Deductible Health Plan (HDHP) and the other is the Preferred Provider (PPO) Plan. The plans shall be funded as follows:

Option 1 - HDHP

July 1, 2017- June 30, 2020- The Board shall fund the HDHP premium costs subject to percentage of cost sharing of each of the three classifications: Class I – Individual, 17% shall be paid by the teacher; Class II – Individual with one dependent, 17% shall be paid by the teacher; Class III – Full Family, 17% shall be paid by the teacher.

The HDHP shall be annually subject to a \$2,250/\$4,500 family deductible, co-insurance of 100% in network, 80%/20% out of network, in accordance with the general plan description.

Drugs: Prescription drugs are included in the above deductible; however, after the exhaustion of the above-mentioned plan deductible, drugs shall be a) subject to a \$5/15/30 co-pay if in

network, b) 20% coverage if out of network. The cost of mail order prescriptions shall be two co-pays in the appropriate category. Dosage: 30 day supply retail, 90 day supply mail.

Deductible: For July 1, 2017- June 30, 2020, the Board shall pay for 49% of the teacher's deductible (whether individual or family coverage), said payment to be made as follows: 50% of such payment shall be paid by the Board on July 1st of each school year, with the remainder paid through the pay periods over the next six months.

Option 2 – PPO with Managed Benefits

July 1, 2017- June 30, 2020– The Board shall fund the PPO premium costs subject to percentage of cost sharing of each of the three classification: Class I – Individual, 17% of the premium for the HDHP shall be paid by the teacher; Class II – Individual with one dependent, 17% of the premium for the HDHP shall be paid by the teacher; Class III – Full Family, 17% of the premium for the HDHP shall be paid by the teacher. **Any employee choosing coverage in the PPO shall additionally be responsible for paying the difference between the Board's share of the HDHP insurance premium and the total cost of the PPO premium.**

Managed Benefits co-pays: \$35 H&O co-pay; \$35 Walk-in clinic co-pay; \$150 Emergency Room co-pay; \$75 Urgent Care co-pay; \$500 Hospital (inpatient) co-pay; \$300 same day (outpatient) co-pay; Out-of-network penalties as specified. RX: A prescription drug plan which meets the following criteria shall be provided for individuals and family members: a three tier managed “non-standard” formulary pharmacy program with \$15 co-pay for generic drugs, \$25 for listed brand name and \$40 for unlisted brand name drugs, with no annual maximum. The cost of mail order prescriptions shall be two co-pays in the appropriate category.

2. Group life insurance coverage of \$80,000 per teacher.
3. Flexible Dental Plan with \$50.00 individual and \$150 family deductible up to \$1,000 for individuals and family members. A summary of the dental plan and benefits offered thereunder is on file in the Superintendent's office and is available for inspection.
4. Flexible Dental Plan with Orthodontics Rider (lifetime maximum of \$1,000 per member)

To be eligible to participate in the insurance plans set for the above, each teacher must submit a written wage deduction authorization permitting the Board to deduct from the teacher's salary his or her share of the cost of benefits. A teacher may withdraw from full coverage at his or her option. Reinstatement of discontinued benefits is subject to the Board's insurance plan.

- B. 1. STD Policy: The Board of Education shall establish a short-term disability program. The program shall consist of a bank of 300 sick days funded by each teacher loaning the bank four days. No teacher shall be required to loan any days if that teacher has

less than 40 days accumulated. A teacher may voluntarily contribute up to ten days. If needed, a teacher may withdraw all the days previously loaned to the bank.

In order to access the bank a teacher must have exhausted all personal sick days, have met the definition of disability in the LTD plan, and must present a doctor's certification.

After the teacher has satisfied all the above conditions, the teacher shall be entitled to withdraw as many sick days from the bank as necessary to bridge the gap until they are eligible for the LTD plan.

Once the bank has been depleted, it shall be replenished by the next July. Replenishment shall be by assessing each teacher an equal number of days (less any voluntary contributions, which will be subject to the ten-day maximum as stated above).

The Board and the Association will form a Joint Committee (consisting of no more than three members appointed by the Board or its administration and no more than three members appointed by the Association) to examine the procedures for utilization of sick leave bank days and a list of acceptable uses. The Committee will first meet by October 1, 2017, and shall complete its work by June 30, 2018.

2. LTD: 60% of basic monthly earnings (subject to specified reductions) with \$5,000.00 maximum monthly benefit. 180 days elimination period. Addendum describing the compatibility of unused sick days and the LTD plan will be attached to the policy.
- C. The Board will provide the opportunity for teachers who have retired from Regional School District No. 7 under the Connecticut Teachers' Retirement System to continue participation in the school health insurance program on a self-paid basis in accordance with the terms of §10-183t of the Connecticut General Statutes.
 - D. With the approval of the Board's insurance carrier, any teacher who, at the beginning of the school year, elects in writing not to participate in one or more of the insurance plans provided by the Board of Education shall receive in lieu thereof payment based on their subscription eligibility, over the course of the year equaling the following:
For 2017-20, Class I (Individual), 20% of the HDHP Plan Premium for Class I subscribers; Class II (Individual + one) and Class III (Family), 20% of the HDHP Plan Premium for Class II subscribers. (Such cost to be estimated at the time of election).
 - E. The Board of Education reserves the right to change insurance carriers at any time so long as it gives prior notice to the Association and so long as the insurance coverage under the substituted insurance carrier's policy and its administration is comparable or better than the coverage under the policy then in effect. Once the Association is notified that the Board intends to change insurance carriers the Association has 15 school days to examine the new insurance carrier's policy. If the Association feels that the coverage and administration under the new policy is not comparable or better it must object to the change in writing

during that 15 days. If the parties are unable to informally resolve the matter within the following 30 days, an arbitrator with expertise in the field of insurance shall be mutually selected forthwith by the American Arbitration Association. The arbitrator shall be asked to decide the following question: IS THE SUBSTITUTE INSURANCE CARRIER'S POLICY AND ITS ADMINISTRATION COMPARABLE TO OR BETTER THAN THE CURRENT INSURANCE CARRIER'S POLICY? The arbitrator must render his binding decision within 30 days.

In a situation where a complaint has been lodged by the Association, the Board will not institute the new insurance coverage until an agreement has been reached or until an arbitrator has decided that the substitute coverage is comparable to or better than the current coverage. Costs of arbitration will be split equally.

Under the terms of this section, the Board's right to change carriers shall include the right to self-insure.

- F. For employees working less than full time, the Board shall pay that portion of the cost of medical and health, long term disability and life insurance benefits set forth in this Article (less any contribution paid by full-time employees) multiplied by the employee's fractional full-time teaching equivalent. Any teacher working less than .5 full-time teaching equivalents shall be ineligible for the benefits set forth in this Article. Any full-time employee who is reduced to less than full time shall continue to receive the benefits of full-time employees.

19. Salary Schedule Placement

All teachers shall be placed on the appropriate step in the salary schedule taking into consideration the following:

- A. Degree status as defined under degree definition in item 20 of this Agreement.
- B. Up to full credit for previous teaching experience in public, private and military dependency schools, provided that such experience shall have been continuous service of at least one-half of any school year. Intermittent or short term substitution service will not be credited as previous teaching experience.
- C. Full credit for active service in the Armed Forces of the United States if the veteran left their teaching assignment in this school system for active duty provided they do not voluntarily extend their enlistment. A maximum of one year credit if a veteran had active service prior to employment in this school system. To be considered a veteran a teacher must have served more than six consecutive months.
- D. The present staff will retain military credit they have received to date.
- E. Credits for graduate study beyond a Bachelor's Degree must be submitted to the Superintendent and will become effective on either September 1 or February 1, provided,

however, that the teacher notify the Superintendent by February 15 of the previous school year that the accumulation of credits or the award of an advanced degree is anticipated

- F. In an emergency situation and/or for the placement of teachers in shortage areas as defined by the State Department of Education where the Board feels a teacher new to this school has experience which can be considered useful to the school and these experiences are not listed in Item 19 herein, the Board may give credit for such experience provided that a letter stating what experiences have been given credit is sent to the Association within ten days after the hiring of said teacher.

G. **Course Reimbursement**

Prior to each school year, the Board will designate a minimum of \$10,000 that will be available for course reimbursement. All courses submitted for reimbursement must have received prior approval by the Superintendent or be part of a program of study approved by the Superintendent for that teacher individually.

Tuition reimbursement for up to a maximum of three courses will only be made to teachers holding a professional certificate, and will not exceed the current rate at the University of Connecticut. Tuition reimbursement will be calculated by multiplying the amount of the teacher's tuition by the amount designated in the pool and dividing this product by the total actually incurred by members of the bargaining unit.

Course work must also meet the following requirements:

- a. The teacher must receive at least a "B" or comparable grade for the entire course. A transcript or other official record of such grade must be provided;
- b. The course work is to be done at an accredited institution;
- c. The course work is to be for credit.

Applications must be submitted prior to May 15 of each school year for reimbursement for any courses which commenced after June 1 of the previous year. The Board will distribute tuition reimbursement by June

20. **Definition of Salary Schedule**

The salary schedule listed in this Agreement shall be interpreted and applied in accordance with the following definitions:

LEVEL I - B.A.*- A baccalaureate degree earned at an accredited college or university.

LEVEL II - B.A.* +15 A baccalaureate degree plus fifteen (15) credits towards a master's degree earned at an accredited college or university in any subject area, or earned to meet certification requirements.

LEVEL III - M.A.* OR B.A.* +30 - A baccalaureate degree plus thirty (30) credits with appropriate professional educator certificate or a master's degree earned at an accredited college or university.

LEVEL IV - M.A.* +15 - A Master's degree plus either: (1) fifteen (15) credits toward a second Master's degree in a different field from the original Master's degree; or (2) the completion of fifteen (15) credits toward a planned Sixth Year; or (3) fifteen (15) credits in a program approved by the Superintendent. With regard to those who have not been accepted or approved to enter into a program before July 1, 2008, any second masters or credits toward a planned Sixth Year not related to educational programs offered by the Board's schools or educational certification including administrator certificate will be subject to the Superintendent's approval. Such approval must not be unreasonably withheld; however, any grievance alleging an improper withholding of such approval shall only be subject to Levels One, Two and Three of this grievance procedure, and shall not be subject to Level Four arbitration proceedings. Nothing in this provision shall be applied to change or reduce the level of any staff member employed prior to July 1, 2005.

LEVEL V - 6TH YEAR OR M.A.* + 30 - Second Master's degree in a discipline other than a discipline in which the initial Master's degree was attained; completion of thirty (30) credits in a program approved by the Superintendent beyond a Master's degree required for placement in Level III. With regard to those who have not been accepted or approved to enter into a program before July 1, 2008, any second Master's not related to educational programs offered by the Board's schools or educational certification including administrator certificate will be subject to the Superintendent's approval. Such approval must not be unreasonably withheld; however, any grievance alleging an improper withholding of such approval shall only be subject to Levels One, Two and Three of this grievance procedure, and shall not be subject to Level Four arbitration proceedings. Nothing in this provision shall be applied to change or reduce the level of any staff member employed prior to July 1, 2005.

An employee hired to commence work on or after July 1, 2002 must possess a Master's Degree to advance beyond Level III.

*B.A. and M.A. indicate any type of baccalaureate or Master's Degree.

21. A. **Section 125 Plan IRS**

It is the intent of the Board of Education to establish under the IRS code a Section 125 Plan for all employees. The Board will set up subject to IRS regulations governing the establishment and administration of such, Section 125 Flexible Benefit Plan, a program to include the following benefits:

- Group Term Life
- Health Insurance including co-pay premiums, deductibles, and Co-insurance
- Child Care
- Pre-Paid Medical Expenses
- Elder care

The above are subject to IRS limitations and regulations.

B.

2017-2018 SALARY SCHEDULE

| Step | Level I | Level II | Level III | Level IV | Level V |
|------|---------|----------|-----------|----------|---------|
| 1 | 40,965 | 42,055 | 44,837 | 46,850 | 49,019 |
| 2 | 43,046 | 44,199 | 47,464 | 49,505 | 51,790 |
| 3 | 45,233 | 46,452 | 50,246 | 52,309 | 54,717 |
| 4 | 47,531 | 48,819 | 53,190 | 55,273 | 57,811 |
| 5 | 49,945 | 51,307 | 56,307 | 58,404 | 61,079 |
| 6 | 52,483 | 53,922 | 59,607 | 61,713 | 64,532 |
| 7 | 55,149 | 56,671 | 63,100 | 65,209 | 68,180 |
| 8 | 57,950 | 59,559 | 67,800 | 68,903 | 72,034 |
| 9 | 60,894 | 62,594 | 70,712 | 72,806 | 76,106 |
| 10 | 63,988 | 65,785 | 74,856 | 76,931 | 80,409 |
| 11 | 67,238 | 69,138 | 79,243 | 81,289 | 84,955 |
| 12 | 70,266 | 72,263 | 83,426 | 85,423 | 89,265 |

In 2017-2018 contract year, teachers will be placed on the salary schedule in accordance with the salary schedule and step placement that was agreed upon by the parties at the mediation on December 6, 2016.

2018-2019 SALARY SCHEDULE

| Step | Level I | Level II | Level III | Level IV | Level V |
|------|---------|----------|-----------|----------|---------|
| 1 | 40,965 | 42,055 | 44,837 | 46,850 | 49,019 |
| 2 | 43,046 | 44,199 | 47,464 | 49,505 | 51,790 |
| 3 | 45,233 | 46,452 | 50,246 | 52,309 | 54,717 |
| 4 | 47,531 | 48,819 | 53,190 | 55,273 | 57,811 |
| 5 | 49,945 | 51,307 | 56,307 | 58,404 | 61,079 |
| 6 | 52,483 | 53,922 | 59,607 | 61,713 | 64,532 |
| 7 | 55,149 | 56,671 | 63,100 | 65,209 | 68,180 |
| 8 | 57,950 | 59,559 | 67,800 | 68,903 | 72,034 |
| 9 | 60,894 | 62,594 | 70,712 | 72,806 | 76,106 |
| 10 | 63,988 | 65,785 | 74,856 | 76,931 | 80,409 |
| 11 | 67,238 | 69,138 | 79,243 | 81,289 | 84,955 |
| 12 | 71,320 | 73,347 | 84,677 | 86,705 | 90,604 |

In 2018-2019 contract year, teachers will advance one step unless they are on maximum

2019-2020 SALARY SCHEDULE

| Step | Level I | Level II | Level III | Level IV | Level V |
|------|---------|----------|-----------|----------|---------|
| 1 | 40,965 | 42,055 | 44,837 | 46,850 | 49,019 |
| 2 | 43,046 | 44,199 | 47,464 | 49,505 | 51,790 |
| 3 | 45,233 | 46,452 | 50,246 | 52,309 | 54,717 |
| 4 | 47,531 | 48,819 | 53,190 | 55,273 | 57,811 |
| 5 | 49,945 | 51,307 | 56,307 | 58,404 | 61,079 |
| 6 | 52,483 | 53,922 | 59,607 | 61,713 | 64,532 |
| 7 | 55,149 | 56,671 | 63,100 | 65,209 | 68,180 |
| 8 | 57,950 | 59,559 | 67,800 | 68,903 | 72,034 |
| 9 | 60,894 | 62,594 | 70,712 | 72,806 | 76,106 |
| 10 | 63,988 | 65,785 | 74,856 | 76,931 | 80,409 |
| 11 | 67,238 | 69,138 | 79,243 | 81,289 | 84,955 |
| 12 | 72,426 | 74,484 | 85,990 | 88,048 | 92,008 |

In 2019-2020 contract year, teachers will advance one step unless they are on maximum

Longevity: Starting in the 16th year of service with Regional District No. 7 Board of Education, a teacher shall receive a longevity stipend according to the following schedule:

| <u>Years of service</u> | |
|-------------------------|------------|
| 16-20 | \$596.00 |
| 21-25 | \$933.00 |
| 26-30 | \$1,244.00 |
| 31 and beyond | \$1,555.00 |

This benefit will not be available for those teachers hired on or after July 1, 2017.

C. Dues and Service Fee Deduction

1. **Conditions of Continued Employment**

All teachers employed by the Regional School District No. 7 Board of Education shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of administration and grievance adjustment.

2. **Subsequent Employment**

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

3. Forwarding of Monies

The Board of Education agrees to forward to the Association within ten (10) days after the end of each month a check for the amount of money deducted during that month. The Board shall include with such check a list of teachers for whom such deductions are made.

4. Lists

No later than the first pay check in October of each school year, the Board of Education shall provide the Association with a list of all teachers of the Board of Education and positions held by said teachers. The Board shall notify the Association monthly of any changes in said list.

5. Reference to Association

The singular reference to the "Association" herein shall be interpreted as referring to the NORTHWESTERN TEACHERS' ASSOCIATION, the Connecticut Education Association and the National Education Association.

6. Save Harmless

The Association agrees to indemnify and hold and save the Board harmless against any and all claims, damages, suits or other forms of liability including reasonable attorney's fees that shall or may arise out of or by reason of any action taken by the Board for the purpose of complying with the provisions of this article.

D. 1. Pay Periods

On or before July 15th of each school year, employees shall be given the option of choosing a salary payment based on twenty-one (21) pay periods, or twenty-one (21) pay periods with a balloon payment due on the last day of school. A teacher will not be permitted to change a chosen payment plan during the course of the school year. If the employee has not indicated an option by the date given above, the District will place such employee on twenty-one (21) pay periods with no balloon check. Teachers shall be paid every other Friday during the school year. Those faculty selecting the 21 pay check plan with no balloon check shall receive their last check on the last day of school.

2. Automatic Deposit of Payroll

All teachers hired on or after July 1, 2014 shall have automatic deposit of payroll. Payment shall be made by direct deposit to the financial institution of the teacher's choice, provided, however, that the teacher shall receive a paystub evidencing such payment. Those teachers hired prior to July 1, 2014 will still be allowed the option of direct deposit or receiving a paper check.

E. Tutoring

For positions established by the Board, teachers will be reimbursed at the following rate for tutoring homebound students during the summer or at night, and certified summer or school year positions or services for the contract years:

1. \$42.93 per hour.
2. Prevailing I.R.S. rate per mile for traveling expenses only for tutoring homebound students.

22. The Board and the Association recognize the benefits to the school of a well-balanced extracurricular activity program as part of the total high school experience. In order to be successful, such activities require a certain amount of planning and supervision beyond the officially defined school day, vacation time excluded.

23. A. Department Supervision Pay Schedule

| | <u>2017-18</u> | <u>2018-19</u> | <u>2019-20</u> |
|---|----------------|----------------|----------------|
| Career Arts Supervisor | \$3,334 | \$3,334 | \$3,334 |
| Department Assistants | | | |
| More than 2 teachers in Department | \$2,224 | \$2,224 | \$2,224 |
| Two or fewer in the Department | \$1,668 | \$1,668 | \$1,668 |
| Department Head* | | | |
| Class I-Supervising 6 or more teachers | \$2,804 | \$2,804 | \$2,804 |
| Class II-Supervising 2 or more teachers | \$2,481 | \$2,481 | \$2,481 |
| *Add to the above based upon the number of teachers supervised: \$300 (2-4) \$500 (5-7) \$750 (8 or more) | | | |
| Each Department Head/Instructional Leader will receive for each teacher supervised and for each paraprofessional supervised | \$216 \$108 | \$216 \$108 | \$216 \$108 |
| Lead Teacher (per day) | \$111 | \$111 | \$111 |
| Mentor | \$1,111 | \$1,111 | \$1,111 |
| Saturday Detention (per hour) | \$40 | \$40 | \$40 |
| Instructional Leader | \$2,889 | \$2,889 | \$2,889 |
| District Facilitator (TEAM) | \$2,223 | \$2,223 | \$2,223 |

| | | | |
|---|---------|---------|---------|
| TEAM Reviewer (per paper) | \$43.79 | \$44.67 | \$45.56 |
| HAIKU Administrator | \$1,530 | \$1,561 | \$1,592 |
| Professional Development Presenter (per hour of presentation) | \$43.79 | \$44.67 | \$45.56 |

All supervisors and Class I Department Heads will be assigned no more than four classes per semester. All Class II Department Heads and Instructional Leaders will be relieved of duties. Department Heads and Instructional Leaders may request the following number of professional days to provide for supervision and observation of member of their department:

| | |
|---|--------|
| Supervisor and Class I Department Heads | 3 days |
| Class II Department Heads and Instructional Leaders | 2 days |

Each of the four content areas within career arts shall have a department assistant.

B. Extracurricular Pay Schedule

Each position listed below is considered voluntary. The administration will first seek volunteers for each position. Should there be no bargaining unit volunteers, the administration may hire community members to fill the position.

| Music | <u>2017-2018</u> | <u>2018-2019</u> | <u>2019-2020</u> |
|-------------------------------|-------------------------|-------------------------|-------------------------|
| Acapella Singers | 1,333 | 1,333 | 1,333 |
| Band Camp | 539 | 539 | 539 |
| Chorus Director | 1,274 | 1,274 | 1,274 |
| HS Band Director | 2,858 | 2,858 | 2,858 |
| HS Jazz Band Dir./Improv. | 3,245 | 3,245 | 3,245 |
| MS Band Director | 2,009 | 2,009 | 2,009 |
| MS Jazz Band | 2,009 | 2,009 | 2,009 |
| MS Choral | 2,009 | 2,009 | 2,009 |
| Pep Band | 809 | 809 | 809 |
| Percussion Ensemble Dir. | 1,717 | 1,717 | 1,717 |
| Vocal Master Class | 1,122 | 1,122 | 1,122 |
| Woodwind Instructor | 2,838 | 2,838 | 2,838 |
| High School Activities | | | |
| Advisor Senior Class | 1,619 | 1,619 | 1,619 |
| Advisor Junior Class | 1,403 | 1,403 | 1,403 |
| Advisor Sophomore Class | 1,078 | 1,078 | 1,078 |
| Advisor Freshman Class | 893 | 893 | 893 |
| Art Club | 715 | 715 | 715 |
| Astronomy Club | 715 | 715 | 715 |
| Chess Team | 715 | 715 | 715 |
| Close-Up Advisor | 715 | 715 | 715 |
| Culinary Club | 715 | 715 | 715 |
| Debate Team | 715 | 715 | 715 |

| | | | |
|---|-------|-------|-------|
| Envirothon Team | 715 | 715 | 715 |
| Future Business Leaders | 715 | 715 | 715 |
| Graduation Advisor to Senior | 715 | 715 | 715 |
| Green Team Advisor | 715 | 715 | 715 |
| GSA | 715 | 715 | 715 |
| Hiking Club | 715 | 715 | 715 |
| Math Club Advisor | 715 | 715 | 715 |
| Mentoring Club | 715 | 715 | 715 |
| Mock Trial | 715 | 715 | 715 |
| National Honor Society | 917 | 917 | 917 |
| NE Math League Coach | 715 | 715 | 715 |
| Newspaper Advisor | 1,255 | 1,255 | 1,255 |
| Prom- Junior Coordinator | 715 | 715 | 715 |
| Prom-Senior Advisor | 715 | 715 | 715 |
| R.E.A.C.T. Advisor | 715 | 715 | 715 |
| SADD Advisor | 715 | 715 | 715 |
| Student Council | 1,078 | 1,078 | 1,078 |
| Theatre-Drama Coach | 4,135 | 4,135 | 4,135 |
| Theatre-Drama Assistant Coach | 2,265 | 2,265 | 2,265 |
| Theatre- Musical | 1,643 | 1,643 | 1,643 |
| Theatre-Production Director/Choreographer | 1,643 | 1,643 | 1,643 |
| Theatre-Set Director | 917 | 917 | 917 |
| World Language Club | 715 | 715 | 715 |
| Yearbook Advisor | 2,501 | 2,501 | 2,501 |
| NEW CLUBS | 715 | 715 | 715 |

Middle School Activities

| | | | |
|---------------------------|-------|-------|-------|
| Book Club | 715 | 715 | 715 |
| Graduation Advisor | 600 | 600 | 600 |
| Green Team | 715 | 715 | 715 |
| Knowledge Masters Bowl | 715 | 715 | 715 |
| Literary Magazine | 715 | 715 | 715 |
| Make a Difference Club | 917 | 917 | 917 |
| Middle School Drama | 1,474 | 1,474 | 1,474 |
| Mock Trial | 715 | 715 | 715 |
| Newspaper Advisor | 748 | 748 | 748 |
| Photojournalism | 715 | 715 | 715 |
| R.E.A.C.T. Advisor | 715 | 715 | 715 |
| SADD Advisor | 715 | 715 | 715 |
| Student Council Advisor | 1,078 | 1,078 | 1,078 |
| Studio/Broadcast Director | 1,474 | 1,474 | 1,474 |
| Yearbook Advisor | 1,275 | 1,275 | 1,275 |
| NEW CLUBS | 715 | 715 | 715 |

| | | | |
|---------------------------|-------|-------|-------|
| High School Vo-Ag | | | |
| FFA Advisor (4) | 1,700 | 1,700 | 1,700 |
| High School Sports | | | |
| Boys Baseball Varsity | 4,143 | 4,143 | 4,143 |
| Boys Baseball JV | 3,072 | 3,072 | 3,072 |
| Boys Basketball Varsity | 5,156 | 5,156 | 5,156 |
| Boys Basketball JV | 3,857 | 3,857 | 3,857 |
| Boys Basketball Freshman | 2,869 | 2,869 | 2,869 |
| Boys Soccer Varsity | 4,143 | 4,143 | 4,143 |
| Boys Soccer JV | 3,072 | 3,072 | 3,072 |
| Boys Tennis | 3,072 | 3,072 | 3,072 |
| Cheerleading Varsity | 2,245 | 2,245 | 2,245 |
| Cheerleading JV | 1,191 | 1,191 | 1,191 |
| Cross Country Varsity | 3,095 | 3,095 | 3,095 |
| Field Hockey Varsity | 4,143 | 4,143 | 4,143 |
| Field Hockey JV | 3,072 | 3,072 | 3,072 |
| Girls Basketball Varsity | 5,156 | 5,156 | 5,156 |
| Girls Basketball JV | 3,857 | 3,857 | 3,857 |
| Girls Basketball Freshman | 2,869 | 2,869 | 2,869 |
| Girls Soccer Varsity | 4,143 | 4,143 | 4,143 |
| Girls Soccer JV | 3,072 | 3,072 | 3,072 |
| Girls Softball Varsity | 4,143 | 4,143 | 4,143 |
| Girls Softball JV | 3,072 | 3,072 | 3,072 |
| Girls Tennis | 3,072 | 3,072 | 3,072 |
| Girls Volleyball Varsity | 4,143 | 4,143 | 4,143 |
| Girls Volleyball JV | 3,072 | 3,072 | 3,072 |
| Golf | 3,072 | 3,072 | 3,072 |
| Swimming Varsity | 5,156 | 5,156 | 5,156 |
| Swimming Asst. | 3,857 | 3,857 | 3,857 |
| Swimming Diving | 1,357 | 1,357 | 1,357 |
| Track & Field Varsity | 3,990 | 3,990 | 3,990 |
| Track & Field Asst. (3) | 2,429 | 2,429 | 2,429 |
| Track & Field Indoor | 3,072 | 3,072 | 3,072 |

| | | | |
|-----------------|-------|-------|-------|
| Wrestling Head | 3,591 | 3,591 | 3,591 |
| Wrestling Asst. | 2,322 | 2,322 | 2,322 |
| Unified | 1,676 | 1,676 | 1,676 |
| Intramurals | 1,785 | 1,785 | 1,785 |

Middle School Sports

| | | | |
|------------------------|-------|-------|-------|
| Boys Baseball Head | 2,485 | 2,485 | 2,485 |
| Boys Baseball Asst. | 1,878 | 1,878 | 1,878 |
| Boys Basketball Head | 3,094 | 3,094 | 3,094 |
| Boys Basketball Asst. | 2,350 | 2,350 | 2,350 |
| Boys Soccer Head | 2,485 | 2,485 | 2,485 |
| Boys Soccer Asst. | 1,878 | 1,878 | 1,878 |
| Cheerleading | 808 | 808 | 808 |
| Cross Country | 1,878 | 1,878 | 1,878 |
| Field Hockey Head | 2,485 | 2,485 | 2,485 |
| Field Hockey Asst. | 1,878 | 1,878 | 1,878 |
| Girls Basketball Head | 3,094 | 3,094 | 3,094 |
| Girls Basketball Asst. | 2,350 | 2,350 | 2,350 |
| Girls Soccer Head | 2,485 | 2,485 | 2,485 |
| Girls Soccer Asst. | 1,878 | 1,878 | 1,878 |
| MS Track Head | 2,485 | 2,485 | 2,485 |
| MS Track Asst. (2) | 1,878 | 1,878 | 1,878 |
| Softball Head | 2,485 | 2,485 | 2,485 |
| Softball Asst. | 1,878 | 1,878 | 1,878 |
| Volleyball | 2,486 | 2,486 | 2,486 |
| Volleyball Asst. | 1,878 | 1,878 | 1,878 |
| Unified | 825 | 825 | 825 |
| Intramurals | 2,654 | 2,654 | 2,654 |

- C. Within each contract year, the Board may terminate the assignment of any teacher to a position on the extracurricular pay schedules at any time for good and sufficient cause. Notices of such termination, together with the stated reasons for such termination, shall be given to the teacher in writing. The Board, at its discretion, may renew or non-renew all extracurricular assignments on an annual basis.
- D. Notwithstanding any provision of this section to the contrary, the Board reserves the right to eliminate positions or reorganize areas or departments.

24. Amendments

In the event that either party wishes to amend or modify this Agreement, that party will give written notice to the other party of its proposal. Within fifteen (15) days after the receipt of such notification, representatives of the Board of Education and the Association shall meet to discuss the proposal. However, neither party shall be required during the life of the Agreement to negotiate any item, whether covered or not by the terms of this Agreement, except in negotiation of a successor Agreement.

25. Board Policy Changes

The Board shall provide the President of the Association with a current copy of all Board policies and any amendments or revisions thereto as they may be enacted. Current copies of Board policies, with any amendments or revisions, will also be available for inspection in the Superintendent's Office. Any amendments or revisions to Board policies will be provided to the President of the Association and the Grievance Committee Chairman and shall be e-mailed to all certified staff and placed on the District's web site.

26. Assignments and Transfers

- A. Teachers already in the system shall receive notification of their tentative program for the ensuing year prior to the close of the current school year. In the event of an unforeseen change in circumstances subsequent to the close of the current school year, an assignment or transfer may be changed, but only after advance notice to the teacher involved.
- B. Teachers shall be notified in person, or if not available, by mail, of any change in assignment.
- C. Involuntary assignments shall be made only after faculty members are given advance notice. The notice shall state the reasons for the meeting. The meeting will be held at least 24 hours after delivery of the notice. Faculty shall have the right to have an officer

and/or representative of the bargaining agent present. No involuntary assignment shall be made for arbitrary or capricious reasons.

- D. Teachers who desire a change in assignment shall make it known to the Superintendent by March 1, and the Superintendent shall give consideration to the request.
- E. Vacancies of any professional or stipended positions (Article 23) shall be given adequate publicity by posted notice in the school and during the summer (whether electronically or otherwise) to the Association. Professional position vacancies (not stipended positions) shall also be mailed to summer addresses of those staff members certified to fill the vacancy and who have requested such notification in writing prior to the close of the school year. For the purpose of this provision, a vacancy shall be defined as a position open as a result of resignation, retirement, death, or the creation of a new position or open as a result of a transfer or series of transfers.

27. Reduction in Teaching Personnel

In the event it becomes necessary to reduce the number of teachers due to program elimination or reduction, or to reduce the number of teachers in a given subject area, field, or program or to eliminate or consolidate positions, the Board shall follow the procedure listed below in numerical sequence:

1. Non-certified teachers based on premise that a certified person is available to fill position;
2. Non-tenured teachers;
3. If there are more teachers within (1) and (2) above than there are numbers to be reduced; reduction would be based on qualifications as determined by the Board of Education with the least qualified first;
4. Then those teachers within a teaching assignment who are appropriately certified (provisional or standard certification), reduction would be based on qualifications as determined by the Board of Education but limited to the following criteria with the least qualified first: areas of certification, teaching degree status, total years of experience, total years of teaching experience in the school system, qualifications and ability as determined by accumulative annual evaluations, and total years of teaching experience in position.
5. If a teacher has attained tenure status, his or her contract of employment may be terminated if his or her position is eliminated, but only if there is no other position for which that teacher is certified and qualified in the school system.

Teachers whose contracts have been terminated shall be placed on a recall list for two (2) years following the date of layoff. Teachers laid off prior to the effective

date of this Agreement shall have recall rights for a period not greater than two (2) years from the date of their layoff. A teacher may be recalled only to that department or subject area in which he or she taught as of the date of layoff. Notice of recall will be effective if mailed to the address or changed address furnished to the Superintendent by the teacher. A teacher must return to service within fifteen (15) calendar days after notification of recall is sent to the teacher or when the position becomes available, whichever occurs last. A teacher who refuses recall to a position of equal or greater full time teaching equivalents as last held shall be removed from the recall list.

6. A teacher hired to fill temporarily a vacancy or to fill a position held by a teacher on a leave of absence shall have no rights under this Article.
7. Nothing herein shall require the promotion or assignment of a teacher to a position of higher rank, authority, teaching time or compensation even though the teacher whose contract is terminated or who is to be recalled is qualified and/or certified for the promotion or assignment.

28. Part-time Teachers

Teachers working less than a 1.0 full time teaching equivalent shall receive a prorated level of leave benefits under Sections 5 and 7 held by full time teachers.

29. Indemnification Statutes

Sections 10-235 and 10-236a shall be appended to this contract for informational purposes only.

30. A. Grievance Procedure - Purpose

A grievance procedure has been established as follows in order to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of teachers. The Board and the Association agree that procedures will be kept as confidential as is appropriate.

B. Definitions

1. Grievance shall be defined as a claim by an employee or the Association that an employee's rights under the specific language of this Agreement have been violated or that as to him or her, there is a misinterpretation or misapplication of the Agreement.
2. Teacher shall be defined as any certified professional employee below the rank of housemaster and may include a group of teachers similarly affected by a grievance.

3. Days shall be defined as days when school is in session.

C. 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 parties hereto.
2. If a teacher or the Association does not file a grievance in writing within thirty (30) days after the date he/she knew, or should have known, of the conditions on which the grievance is based, then the grievance shall be considered to have been waived.
3. Failure by the aggrieved teacher at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
4. Should an administrator fail to respond to a grievance within the time limit specified, the grievant may file a grievance at the next appropriate level of the grievance procedure.

D. Informal Procedures

1. If a teacher feels that he/she may have a grievance, he/she may first discuss the matter with the principal or other appropriate administrator in an effort to resolve the problem informally.
2. If a teacher is not satisfied with such disposition of the matter the teacher shall have the right to have the Association's assistance in further effort to resolve the problem informally with the principal or other appropriate administrator.

E. Formal Procedures

1. Level One - School Principal

- (a) If the Association or the aggrieved teacher is not satisfied with the outcome of informal procedures or if he/she has elected not to utilize such procedures he/she may present the claim as a written grievance to the principal or other appropriate administrator. The written grievance shall state the specific contract provision which has been allegedly violated, misinterpreted or misapplied; the date or dates upon which the violation occurred; the act or condition which gave rise to the violation; and the requested remedy.

- (b) The Principal shall within five (5) days after the receipt of the written grievance, render a decision and the reasons therefor in writing to the aggrieved teacher, with a copy to the Association.

2. **Level Two - Superintendent Of Schools**

- (a) If the Association or the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level One, he/she may within three (3) days after the formal presentation elect to file a written grievance with the Association for referral to the Superintendent of Schools. The written grievance shall state the specific contract provision which has been allegedly violated, misinterpreted or misapplied; the date or dates upon which the violation occurred; the act or condition which gave rise to the violation; and the requested remedy.
- (b) The Association may within five (5) days after receipt, refer the grievance to the Superintendent but prior to doing so, the Association shall provide an opportunity for the aggrieved teacher to meet with the appropriate Association committee to review the grievance.
- (c) The Superintendent shall within ten (10) days after receipt of the referral meet with the Association or the aggrieved teacher and/or with the representatives of the Association if elected for the purpose of resolving the grievance.
- (d) The Superintendent shall within three (3) days after the hearing render a decision and the reasons therefor in writing to the aggrieved teacher with a copy to the Association.

3. **Level Three - Board Of Education**

- (a) If the Association or the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two he/she may within three (3) days after the decision or within six (6) days after the hearing, file the grievance with the Association for appeal to the Board. The written grievance shall state the specific contract provision which has been allegedly violated, misinterpreted or misapplied; the date or dates upon which the violation occurred; the act or condition which gave rise to the violation; and the requested remedy.
- (b) The Association may within three (3) days after receipt refer the appeal to the Board.
- (c) The Board or a committee of the Board comprised of at least three actual Board members shall within twenty (20) days after receipt of the appeal

meet with the Association or the aggrieved teacher and/or with the representatives of the Association if elected for the purpose of resolving the grievance.

- (d) The Board or its committee comprised of at least three actual Board members shall within three (3) days after such meeting render its decision and the reasons therefor in writing to the aggrieved teacher with a copy to the Association.

4. **LEVEL FOUR - ARBITRATION**

- (a) If the Association or the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Three, he/she may, within three (3) days after the decision, request in writing to the President of the Association that his/her grievance be submitted to arbitration.
- (b) The Association, may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing, and by filing a demand for arbitration under the Voluntary Labor Arbitration Rule of the AAA or a mutually agreed upon procedure requesting either expedited or regular arbitration. The AAA or the mutually agreed upon party shall act as the administrator of the proceedings.
- (c) The arbitrator selected shall promptly meet with representatives of the Board and the Association, review the record of the prior hearings, and shall hold such further hearings with the Association or the aggrieved teacher and other parties in interest as he/she shall deem requisite.
- (d) The arbitrator's decision shall adhere to the terms of this Agreement, and he or she shall have no authority to modify, add to or subtract from its terms. The arbitrator's decision shall be final and binding and shall be the exclusive remedy for an alleged breach of this Agreement, except that neither party waives its right to appeal the arbitrator's decision in accordance with law.
- (e) The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

F. **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 by reason of such participation.
2. Any party in interest may be represented at Level One of the formal grievance procedure by a person of his/her own choosing except that the teacher may not be

represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association at Level One, the Association shall have the right to be present and to state its views.

3. The Association may if it so desires call upon the professional services of the Connecticut Education Association for consultation and assistance at any stage of the procedure.
- G. 1. All documents, communications and records dealing with the proceedings of a grievance shall be filed separately from the personnel files of the participant.
2. Forms for filing and processing grievances, and other necessary documents shall be prepared by the Superintendent and made available through the mutual agreement between the Superintendent and the President of the Association to interested parties, so as to facilitate operation of the grievance procedure.
 3. If a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Principal at Level One or the Superintendent of Schools at Level Two and such grievance shall commence by filing a written grievance within thirty (30) days of the event giving rise to the complaint.

31. A. **Due Process Provision**

No material originating after original employment shall be placed in a teacher's personnel file unless the teacher has been notified and has had an opportunity to review the material. The teacher may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the teacher believes the material to be placed in his/her file is in error, he/she may receive adjustment through the grievance procedure up to Level Two, he/she may within three (3) days after the decision or six (6) days after the hearing, file the grievance with the Association for appeal to the Board. The Association may, at its discretion, petition the Board through the Superintendent to final action at the next regularly scheduled Board meeting. If the teacher is asked to sign the material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

- B. Any serious complaint made against a teacher to a person whom the teacher is administratively responsible, by any parent, student, or other person, shall promptly be called to the attention of the teacher. In no case shall any anonymous and/or unsubstantiated complaint be placed in any teacher's file. This section shall not apply to evaluations.
- C. No teacher shall be suspended without pay or denied an increment and/or salary increase without just cause. The procedure in §10-151 of the Connecticut General

Statutes shall be the exclusive procedure in matters involving teacher non-renewal or termination.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year above first written.

REGIONAL SCHOOL DISTRICT NO. 7
BOARD OF EDUCATION

Date 1/10/17

By: Shelly Smith Reed
Its Chairperson, Duly Authorized

NORTHWESTERN TEACHERS'
ASSOCIATION of Northwestern Regional School

Date 1/10/17

By: Joni Padua
Its President, Duly Authorized