

COLLECTIVE BARGAINING AGREEMENT

Between

THE NEW BRITAIN BOARD OF EDUCATION

And

THE NEW BRITAIN FEDERATION OF TEACHERS, LOCAL 871

JULY 1, 2007 – JUNE 30, 2010

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PREAMBLE

The Board of Education of the City of New Britain, and the New Britain Federation of Teachers, Local 871, agree and recognize that they have an interest in educational excellence that is far beyond the scope of a collective bargaining agreement governing terms and conditions of employment. The Board of Education and the New Britain Federation of Teachers wish to declare their mutual intent to work toward the achievement of common aims as follows:

1. The formation of realistic goals and programs consistent with the best educational theory.
2. The development of a system of communication and consultation designed for more harmonious relations of the parties concerned as well as to expedite business to a fruitful conclusion.

It is hoped that this common effort will contribute in significant measure to the advancement of public education in the City of New Britain.

AGREEMENT

WHEREAS, Connecticut law prescribes the procedure of collective bargaining between boards of education and teacher organizations; and

WHEREAS, in a secret ballot election conducted among certified personnel of the New Britain School District by the American Arbitration Association under the auspices of the Connecticut State Board of Education in accordance with Connecticut law, the New Britain Federation of Teachers received a majority mandate to act as their collective bargaining agent; and

WHEREAS, the Board has voluntarily endorsed such procedure by meetings with the Union as a fair and orderly method of regulating and conducting its affairs appropriate to its lawful functions with those concerned in New Britain it is agreed as follows:

ARTICLE I DEFINITIONS

- 1:1 **Board:** Board of Education of the Consolidated School District of the City of New Britain.
- 1:2 **Union:** New Britain Federation of Teachers, Local 871, American Federation of Teachers, A.F.L.-C.I.O.
- 1:3 **Administration:** The Superintendent of Schools and the entire administrative staff as defined by the Connecticut State Board of Education, as well as other administrators whose positions do not require state certification.

- 1:4 **Teacher:** A person employed by the Board as defined in Article 2, Section 2:1.
- 1:5 **Substitute Teacher:** Any instructional employee employed on a day-to-day basis.
- 1:6 **School:** Any work location to which a member of the bargaining unit is assigned.
- 1:7 **Union Representative:** The Union Building Representative or his/her designated representative.
- 1:8 Whenever the singular is used in this Agreement, it is to include the plural.
- 1:9 **Seniority:** Seniority or length of continuous service of the employee from the last date of employment in any position requiring Connecticut State Certification. Seniority will continue to accrue during any authorized unpaid leave for purposes of transfer, layoff and recall rights only. Seniority will continue to accrue during any uniformed services leave for all purposes. Seniority will be lost if an employee quits, resigns or is discharged, or exceeds an authorized leave of absence.
- 1:10 **Course Credit:** Course credit shall mean credit given for graduate courses, which are part of a program of higher learning (the individual teacher need not be matriculated in said program), licensed by the Connecticut Department of Higher Education and offered by an institution of higher learning, accredited by the Connecticut Department of Higher Education or in the case of out-of-state institutions, by Regional Accredited Agency or course/credits approved in writing, in advance, by the Superintendent. There is no blanket ban on internet and/or video courses. Courses credited under this Article must be professionally appropriate. Any denial of course credit shall be subject to the grievance-arbitration process in the collective bargaining agreement.
- 1:11 **Hours:** As used in Appendices A-1, A-2, A-3 shall mean course credits.

ARTICLE II MANAGEMENT RIGHTS AND UNION RECOGNITION

- 2:0 Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the public schools and direction of the working forces, including, but not limited to the following:
- a. To establish or continue policies and procedures for the conduct of Board business and, from time to time, to change or abolish such policies or procedures.

- b. To describe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees effected by them.
- c. To create job specifications and to revise existing job descriptions.

2:1 The Board recognizes the Union as the exclusive bargaining representative of all those employees in positions requiring a teaching or special services certificate, except nurses, paraprofessionals, persons in the "administrators' unit" as defined by Connecticut law and other personnel excluded by state statute for the purpose of negotiating with respect to salary schedules, working conditions, and other conditions relative to employment. The Board further recognizes the Union as the exclusive bargaining representative for all those teachers referred to above who are employed in the areas of Adult Education, Summer School, part-time Tutoring, Young Parents Program, Driver Education and PIC Student Supervision. The Board agrees not to negotiate with other organizations, individuals or groups of individuals over matters reserved to the Union as the Exclusive Bargaining Representative.

2:2 DSAP Holders

In accordance with the provisions of CT Statutes 10-14 (n), employees working in a teaching position solely on the basis of a Durational Shortage Area Permit (DSAP) shall be included in the bargaining unit. Such individuals shall be covered by all terms and conditions of the collective bargaining agreement, except as follows:

- a. A DSAP holder shall not accrue seniority or length of service for any purpose of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously by the Board as an employee after receiving such certification, with no break in service, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of employment by the Board.
- b. The Board shall have the right, in its sole discretion, not to renew and/or terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.
- c. DSAP holders shall have no bumping rights or recall rights under this Agreement. Reduction in force and recall provisions shall not apply to such DSAP holders.
- d. A DSAP holder shall have no rights related to assignments, transfers and opportunities. DSAP holders may be assigned as needed in the district in the Board's sole discretion. A DSAP holder shall have no right to file and/or pursue a grievance with respect to such issues.

- 2:3 Nothing contained herein shall be construed to prevent any individual employee from (a) informally discussing a complaint with an immediate supervisor or (b) processing a grievance in his/her own behalf as an individual in accordance with the grievance procedure contained herein.
- 2:4 Official representatives of the employees covered by this contract on any committee provided by this contract and pertaining to provisions of this contract shall be selected by the Union.
- 2:5 The Board shall make available to the Union upon its request any and all information, statistics and records relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement, to the extent to which such material is readily available or is reasonably obtainable as required by law, except such information as is of a personal confidential nature or is otherwise prohibited from disclosure by law.
- 2:6 Whenever the members of the bargaining unit are mutually scheduled by both parties to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they shall suffer no loss of pay.
- 2:7 Employees covered by this contract may voluntarily request through the Union Building Representative to the Superintendent that their Union dues be deducted on a monthly basis. Authorized deductions from teachers' salaries shall be continued from year to year unless otherwise stipulated in writing by the teacher and may be changed once by any teacher at any time during the school year.
- 2:8 The Board shall deduct from the pay of each employee from whom it has received authorization to do so, the amount required as payment of Union dues. A list of employees from whom such dues deductions have been made will be provided. The amount deducted shall be forwarded to the Union treasurer monthly.
- 2:9
- a. All employees shall, as a condition of continued employment, join the Federation or pay to the Federation, an amount equal to the regular dues, fees, and assessments that a member is charged or would be charged for expenses incurred or to be incurred for collective bargaining and contract administration including efforts to obtain legislation and governmental regulations affecting the bargaining unit.
 - b. The Board shall deduct the amount certified by the Union as the annual dues or representation fee from the pay of each employee in equal monthly installments.
 - c. Payments for new employees retroactive to the first date of employment with the Board shall commence within thirty (30) days following receipt of a signed authorization form from the employee as required by Section 2:8. The Board of Education shall notify the Federation President of new teachers, complete with

name and address.

- d. The Union shall hold the Board and City harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of, or be by reason of, actions taken against the Board as a result of the administration of the provisions of this section.
- e. To the extent that a member of the bargaining unit can establish that, as of June 30, 1979, he/she was a dues-paying member of another teacher collective bargaining organization, then such person shall receive a credit against the amount due under this Agreement; the credit will be for the amount of the obligatory dues in fact paid to the other organization prior to June 30, 1979, for the academic year 1978-1979. The amount of this annual credit shall remain the same for the duration of this contract.
- f. The provisions of 2:9(g) through 2:9(m), inclusive, do not apply to those employees covered by Section 2:9(e).
- g. The Federation shall provide each non-member with a statement of the major categories of expenditures for such purposes made in the prior fiscal year at least thirty (30) days before the commencement of the succeeding contract year, said statement verified by an independent auditor.
- h. Any non-member who shall object to the amount required as agency fee, as herein provided, shall, within thirty (30) days after notification of the amount thereof, file with the Federation President objection to said amount, setting forth generally the nature of such objection and the amount such non-member believes is the proper amount.
- i. The Federation upon receipt of such objection shall notify all other non-members of such objection and announce a hearing to be held before the Federation governing board.
- j. Said hearing shall take place promptly, but not later than twenty (20) days after receipt of the objection. The hearing shall be conducted so as to assure all parties a fair hearing.
- k. Appeals from the decision of said Federation governing body may be made by the objecting party to the American Arbitration Association, which shall select from its members an arbitrator to hear the matter.
- l. The determination of the arbitrator shall establish the amount of the agency fee, which shall remain in effect for the contract year to which it applied.
- m. Each party shall bear the costs of its attorneys, and the cost of the arbitrator's fees

and expenses shall be paid by the Federation.

- 2:10 At least one bulletin board shall be reserved in each school for the exclusive use of the Federation for posting of official Federation notices or announcements. This board shall be in the same room where teacher mailboxes are placed or in the same area where the bulletin board for posting general notices for teachers is located. The Union and the Union Building Representative or designee shall have the responsibility for, and the prerogative of, posting materials except as prohibited by law.
- 2:11 The school mailboxes shall be available for the distribution of communications by the authorized officials of any teachers' organization. A courtesy copy shall be placed in the mailbox, President of the Board's mailbox, and the principal's mailbox, of any communication distributed to each teacher. School facilities and mailboxes shall not be used for any political activity except union matters and elections. The responsibility for any communication of a teacher organization sent through school facilities or mailboxes rests wholly with the author. No employee may grieve the contents of a teacher organization communication.
- 2:12 The Superintendent shall distribute to the Union president and the Board Liaison, simultaneously with distribution to the Board, agendas for Board meetings, minutes of Board meetings and all other materials pertinent to the operation of the School District except for those materials which are not public information under the Connecticut Freedom of Information Act, Connecticut General Statutes Sections 1-200, et seq.
- 2:13 The Board agrees to furnish printed copies of this Agreement to each employee, and to give one hundred (100) additional copies to the Union for its use.
- 2:14 It is recognized that teachers are members of a profession and have the interests of professionals in their work. It is further recognized that they may make constructive suggestions and contributions toward the administration of the School District, and to that end the Board agrees that the Superintendent or designee shall meet at least once a month with representatives of the Union at the request of either party to discuss matters of educational policy and development as well as matters relating to the implementation of the Agreement.
- 2:15 The supply budget allocation for each school shall be made available to the Federation's Building Representative at the Representative's request.

ARTICLE III FAIR PRACTICES AND TEACHER PROTECTION

- 3:1 The Board agrees that it will not discriminate against any teacher on the basis of race, color, national origin, ancestry, citizenship status, age, gender, marital status, parental status, physical or mental disability, religion, sexual orientation, membership in or association with the activities of any teachers' organization, or any other reason

proscribed by law.

- 3:2 The Union agrees, in accordance with its constitution, that it will not discriminate on the basis of race, color, national origin, ancestry, citizenship status, age, gender, marital status, parental status, physical or mental disability, religion, sexual orientation, or any other reason proscribed by law, and to represent equally all teachers without regard to membership in, or association with the activities of any teachers' organization.
- 3:3 The Board and the Union agree that they shall not discriminate, engage in reprisals or punitive action against any grievant or member of the bargaining unit for his/her participation in or nonparticipation in any protected activity as set forth in Connecticut General Statutes, Sections 10-153a through 10-153r.
- 3:4 The Board shall protect and save harmless any teacher from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit or judgment or legal fees in accordance with Connecticut General Statutes Section 10-235.
- 3:5 Whenever a teacher is required to meet with an administrator or the Board (or any agent thereof) concerning involuntary or voluntary* transfers; pay; attendance, discipline, discharge, resignation, or any other matter that could result in adverse consequences, he/she will be given prior written notice of the reason(s) for the meeting and that he/she may be accompanied by an available Union Representative of his/her choice.

*Administrative meetings initiated by teacher(s) seeking voluntary transfer(s) only are not covered by this section.

ARTICLE IV INSTRUCTIONAL STAFF WORK YEAR/WORK DAY

4:1 School Year

The teacher work year for all members of the bargaining unit shall be 185 days. Teachers new to the District may be required, in addition to said work year, to attend orientation sessions prior to the opening of school.

4:2 End of School Year Assistance

The Union agrees that it is the responsibility of each teacher to fulfill to the reasonable satisfaction of the principal all duties incident to the proper closing of school at the end of the school year.

4:3 Teacher Workday

To create and maintain an environment that is conducive to good teaching, a teacher must devote a substantial amount of time and energy above and beyond the normal school day.

The parties agree that although this extra time and energy are necessary to enable the teacher to fulfill his/her responsibilities to his/her students, the teacher is entitled to a definition of his/her workday. Therefore, to standardize the workday throughout the District, the Board agrees to the following:

- a. The workday for teachers shall be seven (7) hours (including a thirty (30) minute, duty-free lunch).
- b. Teachers will not be expected to report to school more than ten (10) minutes before the student day or to remain more than ten (10) minutes after the student day. It is further understood that there will be no extension of the teacher workday as defined in Section 4.3a except as provided in Sections 4:3(c) and 4:4. Teachers may be assigned responsibilities during the ten (10) minutes before and the ten (10) minutes after the student day.
- c. In addition to their regularly-scheduled workday, teachers shall remain up to one hour on Wednesdays to participate in in-service education programs, tutorial programs, club activities, extra-curricular activities, faculty meetings and other school-related programs.

In addition, teachers in one level may be required to attend meetings with teachers in another level up to a total of up to two hours per year for the purpose of addressing issues related to vertical integration and transition.

- d. When none of the above is scheduled, teachers are relieved of their obligation to remain at work.
 - e. In order to prepare effectively for class, teachers are entitled to planning periods to fall within the school day during which they are free from other responsibilities. These periods shall aggregate no less than two hundred ten (210) minutes per week. Where practicable, planning time shall be spread over at least three (3) days of the week.
 - f. On legal early dismissal days, teachers shall be required to remain in their respective schools fifteen (15) minutes after the students are dismissed, except when afternoon PTA conferences and/or professional meetings or workshops are scheduled. No meetings shall be scheduled on legal early dismissal days prior to holidays except in an emergency to be specified in the notice of meeting. Teachers may be assigned responsibilities during the ten (10) minutes before and the ten (10) minutes after the student day.
- 4:4 The Board may not reduce the number of days in the work year during the life of this agreement without the approval of the Federation. If the Board decides to implement an increase in the work day or work year, it shall give seventy-five (75) days' notice and indicate to the Federation that it will adjust the salary schedule on a pro rata basis or that

it will negotiate the impact of such change. If it chooses to negotiate the impact, such negotiations shall be subject to binding arbitration.

4:5 Teacher Programs

- a. No later than sixty (60) days before the end of the school year, teachers shall be given the opportunity to indicate to their principals their preferences in subject and grade assignments for the following year. Such preference shall be fully considered by the principal. When the teacher's assignment does not reflect teacher preference, the principal, if asked by the teacher, shall inform the teacher of the reasons.
- b. No later than ten (10) days prior to the end of the school year, teachers shall be notified of their tentative programs for the following year, including the following matters:
 - ◆ Subject and grade level to be taught;
 - ◆ The periods and rooms where their teaching assignments occur;
 - ◆ Special or unusual classes and grade levels to be taught.

Adult Education Teachers will be notified by July 20.

- c. In the high school and the middle school cluster, no teacher shall be assigned more than two (2) academic classes where a majority of the students are two (2) or more years below grade level in achievement unless such is requested by or agreed to by the teacher. This does not apply to special education classes.
- d. No teacher shall be required to do teacher or pupil school year master scheduling unless compensatory time is allowed equal to the time spent scheduling. This restriction shall not apply to High School Department Chairpersons.
- e. Department Chairpersons (include City-Wide Department Chairpersons) shall be scheduled to meet their responsibilities as Department Chairpersons in compliance with Section 10-145d-245 et seq. of the certification regulations of the State Department of Education of the State of Connecticut. Nothing contained in this Section shall be interpreted or construed as limiting the Board's right to require a Department Chair possess an intermediate administrator or supervisor certificate.

4:6 Teacher Preparations

In general, high school teachers shall not be required to teach more than two (2) subject areas nor to make more than a total of three (3) teaching preparations. Middle school teachers shall not be required to teach more than three (3) subject areas or to make more than a total of three (3) teaching preparations. (Classes, which require different courses

of study, shall be considered different teaching preparations.)

4:7 Meetings of Faculty

The parties recognize that meetings of faculty are desirable when face-to-face communication is necessary for dealing with problems but that they should not be held merely for the purpose of disseminating information which could effectively be disseminated by posted notices or handouts. Accordingly, it is agreed that there shall be no regularly scheduled faculty meetings. Where need for a meeting of faculty exists, it shall be scheduled with a week's notice provided if practicable. An agenda for the meeting shall be prominently posted as early as practicable before the scheduled meeting. When a teacher has a commitment, which antedates the notice or is of a serious nature, relief should be sought from the meeting through the immediate supervisor, which relief shall not be unreasonably denied.

4:8 Parent/Teacher Conferences

Teachers shall be required to attend three (3) evening Parent/Teacher conferences per year. Teachers continue to acknowledge the possible need to accommodate individual Parent/Teacher conferences at times other than the three (3) scheduled evenings and may schedule other meetings accordingly. If teachers are required to attend more than three (3) evening parent/teacher conferences, the Board shall negotiate the impact with the Federation subject to 4:4.

4:9 Special Help Period

All teachers shall set aside one special help period per week outside the normal school day as defined in Section 4:3(a) based on a schedule which will best avoid subject conflict. The time provides the opportunity for teachers to give individual instruction to any of their students who need extra help in a subject area. It is not to be used as an additional instructional (i.e., classroom) period, nor shall any administrative duties or responsibilities be imposed during this period.

4:10 Notification of PPT's and CST's

Teachers are to receive three (3) days' notice of participation in PPT and CST meetings when possible, but in any event, no later than notification of parent. Where the desirability of a particular teacher's participation was not known and where the situation is an emergency one involving the welfare of a child, such notification may be waived.

4:11 Staff Development

The Board agrees to continue a program for department, program, grade level and system-wide meetings for the purpose of promoting the interchange of ideas, curriculum implementation, discussion of student problems and other items connected with

professional duties. Staff development activities will be planned and conducted cooperatively by the Superintendent or designee and the Federation.

4:12 Substitute Teaching

Whenever a teacher is required to cover another teacher's assigned class because no substitute has been provided for the day, he/she shall be paid at the rate of \$21.00 for each class period at the middle and high school level or \$18.00 for each thirty (30) minute period at all levels. Payment for such duty shall automatically be included in the next regularly scheduled payroll. No payment shall be made unless this results in a teacher's weekly planning time being reduced below the number of minutes provided for in 4.3e.

**ARTICLE V
CLASS SIZE**

5:1 The Board and the Union recognize the desirability of achieving optimum teacher-learning conditions by assuring workable class size. To this end the Board agrees that the ultimate goal shall be class size of no more than twenty-five (25) pupils for all regular education academic classes. To achieve that goal, the Board agrees that for the period of this contract class size maximums shall be as follows:

- a. Kindergarten through Grade 3 shall not exceed 25 pupils.
- b. Grades 4 and 5 shall not exceed 27 pupils.
- c. Grades 6 through 12 shall not exceed 27 pupils in academic classes.
- d. The number of pupils in special areas (e.g., home economics, industrial arts, etc.) shall not exceed the number of stations.

5:2 An acceptable reason for exceeding the maximum class size may be any one of the following:

- a. There is no space available to permit scheduling of any additional class or classes in order to reduce class size.
- b. Conformity to the class size objective would result in placing classes on a short time schedule.
- c. Conformity to the class size objective would result in the formation of half-classes or combined grades.
- d. A class larger than the maximum is necessary or desirable in order to provide for specialized or experimental instruction (e.g., Distance Learning, Team Teaching,

Physical Education, Music, Keyboarding, etc.).

- e. Financial inability.
- f. The use of paraprofessional assistance to the teacher.

5:3 Classes for Special Education students shall be established as follows:

<u>CATEGORY I</u>	7
DEP – Elementary	
DEP – Severe	
Pre-school Special Education	
<u>CATEGORY II</u>	10
DEP – Intermediate, Advanced	
Multiple Disability/Physical Disabilities	
Self-contained Behavior Class – Grades K-5	
Self-contained Academic/Behavior – Grades K-2	
Self-contained Academic – Grades K-2	
<u>CATEGORY III</u>	12
Self-contained Academic/Behavior – Grades 3-8	
Self-contained Academic – Grades 3-5	
<u>CATEGORY IV</u>	15
Self-contained Behavior – Grades 6-12	
Self-contained Academic/Behavior – Grades 9-12	
Self-contained Academic – Grades 6-12	
Departmentalized Academics – Grades 9-12	
IDEA/B – Grades 9-12	
<u>CATEGORY V</u>	25 (or 115 student hours)
Learning Resource	
Inclusion Elementary & Middle	
<u>CATEGORY VI</u>	16
Two full time Special Education Teachers	
IDEA – High School	
<u>CATEGORY VII</u>	30 Total contacts
High School Inclusion	(students & teachers)

- 5:4
- a. Administration recommends that Category V shall be based on service delivery: one student for one hour = one student-hour.
 - b. Administration recommends that the following classes have the services of a

paraprofessional regardless of size:

Pre-School
Multiple Disability/Physical Disability
DEP
Self-contained Behavior
Self-contained Academic/Behavior
Self-contained Academic Grades 9-12
IDEA
IDEA/B

- c. Reasons to exceed contractual limits for Special Education classes:
- (i) When average daily attendance falls below the class-size limit for an extended time;
 - (ii) The use of one-on-one paraprofessionals;
 - (iii) Team teaching (as per Section 5:2(d));
 - (iv) Financial inability.
- d. Administration also recommends that the physical size of the classroom or the intensity of individualization may necessitate class sizes below the limit.

5:5 The Board and the Federation must within sixty (60) days agree to place a new program into the proper category. If they fail to agree, an arbitrator who is knowledgeable in the area of special education will be mutually chosen by the parties or requested from the American Arbitration Association to decide the appropriate category for the program. Such decision shall be binding on both parties. The arbitrator's decision shall be limited solely to appropriate placement in an established category.

5:6 When class size exceeds the maximums established hereby up to and including three (3) in categories IV or V, or by up to and including two (2) in categories I, II, III or VI, then the decision of the Board on appeal shall be final as prescribed in Sections 5:7(a), 5:7(b), 5:7(c), 5:7(d) and 5:7(e). Whenever class size exceeds the maximums by more than three (3) or two (2), respectively, then the decision of the Board on appeal is subject to binding arbitration as provided in Article 10. Student hours as listed in Category V refer to student service hours per full work week. Student hours shall be arbitrable when they exceed 130 hours. The remedy which is granted or agreed to for student hours in Category V shall begin when hours exceed 130 hours.

5:7 a. The determination of class size for the purpose of this Article shall be made as of October 15, January 15 and April 15, or the first school day thereafter, of each school year. Administration shall share with the Federation on an ongoing basis data regarding class size.

- b. Any teacher affected by an increase exceeding the limits set forth above shall have ten (10) days from October 15, or ten (10) days from any increase, whichever is later, to request a meeting with the principal, a Federation representative and all other teachers at the same grade level or in the same department at the school. Such meeting shall be held within five (5) school days of such request.
- c. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days of such discussion, he/she shall set forth his/her grievance in writing to the principal or if the grievance results from an action of a school official higher than the rank of principal, the grievant may set forth his/her grievance in writing to that official on the form set out as Appendix D. The principal or such official shall give the decision to the employee in writing within five (5) school days of receipt of the written grievance.
- d. The employee may within five (5) school days of receipt of the decision of the principal or other official appeal the decision to the Superintendent. The appeal to the Superintendent must be made in writing and shall be in the form set out in Appendix D. The Superintendent shall give his/her decision in writing to the employee and the principal within ten (10) school days of receipt of the written grievance.
- e. If the grievance is not resolved to the employee's satisfaction, he/she may appeal within ten (10) school days of receipt of the Superintendent's decision to the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, composed of not less than five (5) members shall hold a hearing with the employee within twenty (20) school days of receipt of the written grievance and render a decision in writing within ten (10) school days of the hearing.
- f. If on October 15, January 15 and April 15, class size exceeds the maximums established in this contract by up to (and including) four (4), then the decision of the Board of Education on appeal shall be final. If by October 15, January 15 and April 15, class size exceeds the maximums thereunder by more than four (4), then the decision of the Board of Education on appeal is subject to binding arbitration as provided in Article 10.

ARTICLE VI LEAVES

6:1 Unpaid Leaves

- a. Leaves of absence without pay shall be granted upon application for the following purposes:

(1) Advanced Study

Upon recommendation of the Superintendent and approval of the Board, an employee may be granted a leave of absence for a period not to exceed one (1) year for the purpose of continuing studies. This leave may be subject to extension upon approval of the Superintendent and at the discretion of the Board.

(2) Participation in the Armed Forces Dependents School Program or Overseas Schools

Upon the recommendation of the Superintendent and approval of the Board, an employee may be granted a leave of absence for the minimum tour of duty in the Dependents School Program or in a United States accredited school located outside the United States.

(3) Participation in Humanitarian Programs

Upon the recommendation of the Superintendent and the approval of the Board, an employee may be granted a leave of absence of not more than two (2) years to participate in domestic or international humanitarian programs, including, but not limited to, ones conducted by the federal government, religious organizations or other non-governmental organizations dedicated to humanitarian concerns.

b. The aforementioned leaves of absence shall be subject to the following conditions:

- (1) A teacher applying for a leave of absence must submit to the Superintendent a letter requesting such leave, prior to April 1.
- (2) A teacher granted such a leave shall return to his/her specific position, if possible. Notification must be made by April 1 of intent to return.
- (3) The teacher shall be placed on the same salary step that he/she would have attained if he/she had not taken leave, without loss of seniority.

6:2 Sabbatical Leave

The underlying philosophy of the sabbatical leave is to increase the quality of teaching by giving the teacher an opportunity to improve or refresh his/her professional skills and to gain enriching and broadening experience by professional study or research. A sabbatical leave is a privilege granted by the Board, and as such, the major concern must be the benefits which will be received by the pupils and the community through the individual's personal growth. Subject to budgetary consideration, sabbatical leave shall be granted to those certified personnel meeting the following conditions:

- a. If possible, requests for sabbatical leave must be received by the Superintendent in writing in such form as may be required, under normal circumstances no later than January 30 of the year preceding the school year in which the sabbatical is requested. It is understood that the deadline of January 30 shall be waived at the discretion of the Superintendent when fellowship grants or scholarships awarded later in the year or other circumstances make such a deadline unreasonable.
- b. A teacher must complete seven (7) years of teaching in New Britain, the last five (5) of which shall be consecutive, and have a Master's Degree before he/she may apply for such a leave.
- c. Such leave shall be granted for one (1) year.
- d. Such leave shall be granted to approximately one percent (1%) of the teachers in the system per year.
- e. Teachers on sabbatical leave shall be paid three-quarters (3/4) of their annual salary but in no event shall the total earnings of such teachers exceed their earnings for the previous year as adjusted by increment and raise. Each such teacher shall, prior to sabbatical leave, sign a note for the amount of such sabbatical leave pay. Said note shall provide that it shall be forgiven in whole in the event the teacher shall complete two (2) years service after return from sabbatical, or shall die, and shall be forgiven in part, pro rata, in the event the teacher shall serve less than two (2) years after return from sabbatical.
- f. A teacher on sabbatical leave must notify the Superintendent of his/her intention to resume his/her duties at least one hundred twenty (120) days prior to the expiration of said leave.
- g. Teachers shall be able to use sabbatical leave for travel.

6:3 Other Unpaid Leave

Teachers shall be permitted a reasonable amount of time off without pay for a specific reason, not to exceed one year, where approved by the Superintendent. Teachers who take an approved leave of absence must notify the Superintendent prior to the end of the leave if they do not expect to return to work so that appropriate teaching assignments can be made for the students.

6:4 Maternity, Paternity, Adoption and Foster Care Leave

Employees shall be entitled to maternity, adoption and foster care leave pursuant to the Family and Medical Leave Act of 1993, as set forth in the Board's Family and Medical Leave Policy, and the following additional procedures. All such leave will be counted

against the employee's annual 12-week entitlement, if any, under the Family and Medical Act:

a. Child-Bearing Leave:

- (i) An employee shall be entitled to use accrued paid sick leave during such time before the birth of the child for pre-natal care as necessitated by the employee's physician.
- (ii) The period of child-bearing leave shall be the length of time during which the employee's physician certifies that the employee is incapacitated from working. The employee shall provide a letter from her physician stating when the period of incapacity commences and when the period of incapacity is anticipated to cease.

b. Adoption and Foster Care Leave

An employee shall be entitled to use accrued paid personal leave as necessary for the purpose of effectuating the adoption or foster care of a child and will be granted up to an additional twenty (20) days under Superintendent's discretion when necessary to effectuate such adoption or foster care. An employee shall be entitled to an unpaid leave of absence immediately following the adoption of a child or the placement of the child in the foster care of the employee in accordance with the Family and Medical Leave Act and will be entitled to additional unpaid leave for child-rearing as specified in (c)(ii) below.

c. Child-Rearing Leave:

- (i) A employee shall be entitled to an unpaid leave of absence for child-rearing purposes immediately following expiration of child bearing leave.
- (ii) The child-rearing leave may continue for any or all of the first twelve weeks after the birth or adoption of the child (or placement of the child in the foster care of the employee) or for the balance of the school year during which the child was born. The employee may choose to continue the child-rearing leave into the next fiscal year. The employee may choose to continue the child-rearing leave for any or all of the first twelve weeks of the next school year in accordance with the FMLA (i.e., up until the time the baby's first birthday) or may remain on such leave for the entire next school year.
- (iii) Such employee must notify the Superintendent in writing on or before June 1 if she will return to work at the beginning of the next school year or continue the child-rearing leave into the next school year, along with the date upon which the employee plans to return to work.

6:5 Unpaid Leave of Absence for Physical or Mental Illness

Extended unpaid leave may be granted to teachers who have a serious illness upon recommendation of the Superintendent and approval of the Board. Such leave will be counted against the teacher's entitlement, if any, under the Family and Medical Leave Act.

6:6 Federation Leave

Teachers who are elected or appointed to a full-time position with the Federation on the local, state or national level shall, upon application, be granted a full-time leave of absence without pay for the purpose of filling this position. Such leave may be extended for an additional period, upon application prior to June 1. A teacher granted such a leave of absence shall be entitled to avail oneself of all insurance, retirement (to the extent permitted by law) and other benefits available to school district personnel, excluding paid sick leave. The cost of such benefits on a group basis shall be paid by the Federation or the employee on full leave. During such leave the employee shall continue to accrue salary increments but not sick leave as though he/she was in regular service. He/she shall not lose his/her accrued sick leave credits but he/she shall not accrue additional sick leave credits. Upon return to service after a leave of up to one year, he/she shall regain the position he/she left if the position has not been eliminated, otherwise in a position which is in every way equivalent. Upon return to service after a leave in excess of one year, he/she shall return to the position he/she left or position which is in every way equivalent.

6:7 Paid Sick Leave

- a. Every regularly employed teacher shall be entitled to fifteen (15) days of sick leave with full pay each year. Such leave not used in the year of service for which it is granted shall be cumulative to the length of the school year as set forth in Section 4:1.
- b. Teachers who have exhausted their cumulative sick leave may borrow additional sick leave as follows:

First year teacher:	up to five (5) days;
Second year teacher:	up to ten (10) days;
Three or more years of teaching:	up to fifteen (15) days.
- c. A teacher who leaves the District indebted for borrowed sick leave shall be obligated to repay such debt valued at the cost of his/her replacement hired for each unpaid borrowed day, but in no event more than the departing teacher's per diem salary. Deduction may be made from his/her final paycheck to enforce this requirement.

- d. A sick leave bank is hereby established to be used primarily for extreme hardship cases. Any teacher may contribute one or more days of sick leave to the bank, and any day contributed by a teacher shall be deducted from his/her accumulation of sick leave. Each year a maximum of 200 days may be contributed to the sick leave bank provided that the sick leave bank shall not exceed a total of 700 days. The sick leave committee shall consist of three (3) teachers selected annually by the Union and three (3) administrators selected annually by the District. The committee shall develop procedures for applying and granting of sick leave from the bank. Said committee may consider among other things the serious nature and projected duration of the illness or disability involved; the applicant's prior record of sick leave use; the possible resort to the borrowing of sick leave days under the provisions of 6:9(b). The granting of any sick leave days shall be by majority vote of the committee members and said vote shall be final and shall not be subject to the grievance process.
- e. Upon retirement or death, a teacher who has served twenty (20) or more years in the New Britain School District, and who does not qualify to participate in the New Britain Special Pay Plan and the PRIME Plan named: The New Britain Public Schools Post Retirement Post Medical Trust Plan, shall be paid an amount equal to thirty percent (30%) of the teacher's accumulated sick leave.

The New Britain School District, upon the retirement or death of a teacher who has served twenty (20) or more years in the New Britain School District, and who qualifies to participate in the New Britain Public Schools Special Pay Plan and the PRIME Plan named: The New Britain Public Schools Post Retirement Medical Trust Plan, shall make a contribution to said Plan, in an amount equal to thirty percent (30%) of the teacher's accumulated sick leave.
- f. Beneficiary forms shall be provided when teachers complete twenty (20) years of service.

6:8 Bereavement Leave

- a. In case of death in the teacher's immediate family during the work year, the teacher shall be entitled to a maximum of five (5) consecutive school work days leave. Immediate family for purposes of this Section shall include spouse, child, stepchild, foster child, parent, grandchild, sibling, or domestic partner.
- b. In case of death of the teacher's grandparent, parent of spouse/domestic partner, aunt, uncle, cousin, niece or nephew, the teacher shall be entitled to a maximum of two (2) days' leave per occurrence.
- c. A teacher may be entitled to time not to exceed one (1) day to attend each funeral for individuals not listed above subject to the approval of the Superintendent, not to exceed three (3) days in any school year.

6:9 Professional Leave

- a. Teachers shall be granted, upon approval of the Superintendent, paid time to attend professional meetings and conferences as representatives of the School District.
- b. Paid time shall be granted upon approval of the Superintendent, to authorized representatives of professional organizations to conduct business that may lead to the improvement of education in the New Britain School District.
- c. Teachers shall be entitled to two (2) visiting days per year upon adequate notification and approval of the Superintendent.

6:10 Religious Holiday Leave

Teachers shall be entitled to paid time off for religious holidays.

6:11 Jury Duty Leave

A teacher who is called to jury duty shall be granted paid time off for such service. Salary received for this period shall be equal to the teacher's full salary. The amount received for such jury duty from the State shall be turned over to the School District.

6:12 Uniformed Services Leave

A teacher who is called for National Guard or Reserve Duty shall try to have his/her service deferred to a time that will not conflict with his/her obligation to the students. If the teacher must serve, time shall be granted for no longer than two (2) weeks. Salary received for this period shall be equal to the teacher's full salary. The amount received for such National Guard or Reserve Duty shall be turned over to the School District. Additional leave will be granted in accordance with the Uniformed Services Employment and Reemployment Act.

6:13 Paid Personal Leave

Teachers shall be granted four (4) days paid personal days off in any school year to attend weddings, graduations or other educational events; for situations not under the control of the teacher or for personal business that cannot be conducted outside regular work hours. Adult Education Teachers who are assigned to work a minimum of 25 hours per week in any semester shall be granted one (1) paid personal day for that semester.

6:14 Family and Medical Leave

Teachers shall be granted paid time off, up to ten (10) working days, chargeable to sick

leave for illness or medical appointments of immediate family members. Medical documentation must be provided to certify the need for such leave unless excused by the Superintendent or his/her designee. Use of additional accrued paid time chargeable to sick leave may be granted at the discretion of the Superintendent. Teachers who have exhausted their sick leave shall be granted unpaid time off for illness of members of the immediate family at the discretion of the Superintendent. Unpaid leave may be granted for not more than two (2) years to care for seriously ill members of the immediate family. Immediate family for purposes of this Section will include spouse, child, stepchild, foster child, parent, domestic partner. Such leave that qualifies will be counted against the employee's entitlement, if any, under FMLA.

6:15 Superintendent's Discretion

Nothing agreed to herein precludes the Superintendent from granting additional days off, with or without pay, for circumstances not specifically covered or for circumstances specifically covered herein.

6:16 All requests for time off shall be brought to the Superintendent's attention through routine channels as speedily as possible. The Superintendent shall make an adjudication in the case of such requests for absence with regard to the number of days permitted, salary, etc.

6:17 Any teacher who is scheduled to start an authorized leave of absence prior to October 15 and who expects to be absent for at least five (5) weeks, may be placed on temporary assignment, in accordance with the FMLA, if applicable.

**ARTICLE VII
TEACHER TRANSFER**

7:1 Recognizing that in the New Britain Public School District there exists a need for a transfer policy based upon seniority and qualifications, and that teachers will plan their movements, aspirations and professional development in accordance with this policy, the details of an orderly transfer policy based upon these principles are set forth in the procedures which follow.

7:2 A list of the specific vacancies that occur in each building or responsibility center shall be made available to all staff by the Superintendent within ten (10) days following the adoption of a budget, but in no event later than July 7. The Superintendent may post earlier vacancy lists in all schools for a minimum of ten (10) school days and fill such vacancies in accordance with Section 7:3, below, in order to hire new teachers earlier than the main vacancy list is distributed. Once a position is posted and filled, it does not have to be re-posted on any subsequent lists.

Additional hours that become available for Adult Education Teachers will be posted and offered to the most senior qualified Adult Education Teacher on a rotating basis.

The parties agree that the Board may post at any time during the school year vacant positions which were not posted by July 7 of the prior school year. Any additional posting by the Board shall be posted in all schools for a minimum of ten (10) school days and those vacancies will be filled in accordance with Article 7:3 of the labor agreement. Once a position is posted it does not have to be re-posted on any subsequent vacancy list, (although the Board may choose to post any remaining vacancies on the final vacancy list in July.)

- 7:3 Teachers may submit a list to the Human Resources Department of the specific positions on the vacancy list to which the teacher requests transfer. Major consideration shall be given to teachers having seniority in the District, so long as a system-wide balance of experienced teachers is maintained, and so long as the best interests of the School District are consistent with such voluntary transfer(s).

Newly hired teachers must remain in the position for which they were hired until they achieve tenure. Newly hired teachers who are displaced must post for the position in which they were hired and once awarded a position from the vacancy list will not be permitted to transfer until they achieve tenure.

A complete Seniority List shall be given to the Federation each year by the first payroll date in October.

- 7:4 Teachers under administrative concern may not submit requests for voluntary transfers, unless there is mutual agreement between the parties.
- 7:5 Involuntary transfers shall not be made without prior consultations between the teacher and Superintendent or Assistant Superintendent at which time the teacher shall be notified of the reason for the transfer. Upon request by the Superintendent, the prior consultation may, with the Union's consent, be held with the Superintendent's designee.
- 7:6 A teacher who does not wish to be transferred may appeal the decision of the Superintendent by following the grievance procedure.
- 7:7 The number of teacher transfers from any school shall not exceed ten percent (10%) of the school faculty in any one year. The Superintendent may at his/her discretion exceed the ten percent (10%) stipulation contained herein.
- 7:8 No transfers shall normally be permitted at mid-year. Internal awards from these postings will normally result in assignment for the following school year.
- 7:9 A teacher who posts for a specific vacant position and later reconsiders must withdraw his/her request before the position is awarded. Once awarded, the teacher must accept the position. If, during the annual posting, an awarded position is eliminated or awarded in error, a non-displaced applicant shall return to his/her original position.

ARTICLE VIII TEACHER FILES

- 8:1 All teacher files containing teacher evaluations and materials relating to his/her performance shall be maintained under the following circumstances:
- 8:2 Each teacher shall be entitled to knowledge of and access to supervisory records and reports of competence, personal character and efficiency contained in his/her personnel file with reference to evaluation of his/her performance in such school district.
- 8:3 The Board shall provide to each teacher copies of the records and reports described above upon request.
- 8:4 Upon reasonable notice, each teacher shall have the right to review and reproduce material in his/her personnel file to which he/she is entitled by law.
- 8:5 A teacher shall be notified before any document containing critical or negative material is placed in his/her personnel file. The teacher will be required to sign the actual copy to be filed to certify that he/she has seen it. The teacher's signature shall not be interpreted to signify agreement with the contents, only that he/she has read the document to be filed, reserving the right to respond within a reasonable time by addenda attached to the document. There will be a waiting period of ten (10) calendar days after notification to the teacher before the document is placed into his or her personnel file.

ARTICLE IX GRIEVANCES

9:1 Informal Disposition of Problems

The parties recognize that the informal disposition of problems is often preferable to formalized proceedings. Therefore, members of the staff are encouraged to seek the assistance of the More Effective Schools Committee as defined in Section 13:1 in order to achieve informal disposition of problems.

9:2 Definitions

- a. A grievance shall mean a complaint by an employee, that:
- (1) he/she has been treated unfairly or inequitably;
 - (2) there has been a violation, misinterpretation, misapplication or infringement upon the provisions of this Agreement, established policy, or written practice.
- b. As used in this Article, the term "employee" shall mean (a) an individual employee, (b) a group of employees having the same grievance, (c) the Federation.

9:3 Procedure

- a. Any employee who decides, either alone or after, seeking assistance of the More Effective Schools Committee that he/she has a grievance shall discuss it with his/her immediate superior in an attempt to resolve the matter informally at that level.
- b. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days of such discussion, he/she shall set forth his/her grievance in writing to the principal or if the grievance results from an action of a school official higher than the rank of principal, the grievant may set forth his/her grievance in writing to that official on the form set out as Appendix D-1. The principal or such official shall give the decision to the employee in writing within five (5) school days of receipt of the written grievance.
- c. The employee may within five (5) school days of receipt of the decision of the principal or other official appeal the decision to the Superintendent. The appeal to the Superintendent must be made in writing and shall be in the form set out in Appendix D-1. The Superintendent shall give his/her decision in writing to the employee and the principal within ten (10) school days of receipt of the written grievance. The timelines may be extended by mutual agreement.
- d. If the grievance is not resolved to the employee's satisfaction, he/she may appeal to the Board within ten (10) school days of the receipt of the Superintendent's decision. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, composed of not less than five (5) members shall hold a hearing with the employee as soon as practicable after receipt of the written grievance (generally within two weeks after the next regularly-scheduled Board meeting), and render a decision in writing within ten (10) school days of the hearing.
- e. In the event a grievance shall not have been settled under the Procedure above, and if such grievance involved a claim of violation of, misinterpretation of, misapplication of, or infringement upon the provisions of this Agreement, the aggrieved may proceed directly to arbitration pursuant to Section 9:5, which shall be binding subject to the limitation of statute.

9:4 If the grievance involved claims of unfair or inequitable applications of established policy or written practice (not covered by specific provisions of this contract) then the aggrieved may proceed to arbitration pursuant to Section 9:5, which shall be advisory to the Board.

9:5 Arbitration shall be initiated by certified letter from the grievant, and bearing the written

approval to proceed of the President of the Federation, addressed to the Superintendent. Such letter shall be mailed within twenty (20) school days of receipt of the written decision of the Board. It is recognized that the processing of a grievance may have the legal effect of waiving the grievant's rights to proceed in court or before an administrative tribunal.

9:6 Arbitration

- a. The grievant, or the person designated by the grievant to represent him/her in the grievance and the Superintendent, or the person designated by the Board to represent it in the grievance shall promptly attempt to agree upon and engage an arbitrator, but if either party determines that no purpose will be served by attempting or continuing to attempt to so agree, either may submit the choice of arbitrator to the American Arbitration Association. In either event, the conduct of the arbitration shall be under the rules of the American Arbitration Association.
- b. The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all the terms of this Agreement. He/she shall have no power to add, to delete from, or modify in any way any of the provisions of this Agreement. The decision of the arbitrator shall be binding upon both parties and all employees during the life of this Agreement, except that such shall not usurp the functions or powers of the Board as provided by statute.

9:7 General Provisions

- a. Any grievance not processed in accordance with the time limits specified herein shall be deemed relinquished by the grievant.
- b. Administration failure at any step of this procedure to communicate a decision within the specified time limits shall permit the grievant to proceed promptly to the next step. The time limits specified at any step may be extended in any particular instance by agreement between the Superintendent or designee and the grievant.
- c. Copies of all written grievances, responses and notices shall be delivered to the Federation and to the Human Resources Office. Meetings held under this procedure shall be conducted at a place that will afford a fair and reasonable opportunity for all proper persons to be present. Such persons are defined as the aggrieved, the appropriate Federation and Board representatives and witnesses.

The Federation shall be entitled to represent the grievant at any stage, upon request of the grievant. The Federation shall have the right to appeal in its own behalf from the disposition of a grievance of any employee or group of employees at any step of this procedure. Federation and Board counsel shall be permitted at steps 5:7(e), 9:3(d) and 9:6. If, at the option of the Board, hearings are held

during school hours, persons proper to be present shall be excused without loss of pay. The Board and Federation agree to make available to each other all evidence that will be used in a grievance.

- d. Nothing in this Agreement shall be construed as compelling the Federation to submit a grievance to arbitration.
- e. No reprisals of any kind shall be taken by either party or by any member of the administration against any participants in the grievance procedure by reason of such participation.

9:8 Any grievance as defined above not presented for disposition through the grievance procedure set forth above within fifteen (15) school days of the employee's notice or knowledge thereof, or where more than one employee is affected within fifteen (15) school days of the Union's notice or knowledge thereof, shall not thereafter be considered to be a grievance under this Agreement.

ARTICLE X STUDENT DISCIPLINE

10:1 The Board and the Union agree that the adjustment of behavioral problems is the joint responsibility of teachers and administrators. Teachers shall have immediate recourse to administrators who shall give the teacher effective and consistent support. The teacher's authority in the classroom is undermined when pupils discover that he/she has little or no administrative backing in discipline. As a result, the entire school suffers deterioration in standards, morale, and climate favorable for teaching and learning. However, nothing in this Section relieves a teacher from his/her obligation to utilize behavioral management techniques and to take corrective action, including disciplinary measures in accordance with Board policy.

ARTICLE XI NOTICES AND ANNOUNCEMENTS

11:1 All official circulars from the Superintendent and from the Board which are intended for employees' information shall be posted on school bulletin boards upon receipt in the schools. After a reasonable posting time, a copy of each such circular shall be placed on file and be made available to each employee for review.

11:2 In general, it shall be the policy that notices, bulletins and loudspeaker announcements shall not interrupt classroom teaching.

ARTICLE XII EXTRA-CURRICULAR ACTIVITIES

- 12:1 All assignments to extra-curricular activities shall be on a voluntary basis. If there is no volunteer for a given extra-curricular activity for which there is a provision for payment in Appendix B annexed to this Agreement, a teacher may be appointed for this activity by his/her immediate superior, provided that no teacher shall be required to accept such appointment for two (2) successive years.
- 12:2 All extra-curricular activities not included in Appendix B, shall be open to all teachers who meet the qualifications thereof, and should be assigned on a rotating basis from those eligible and who apply. All extra-curricular activities are renewable annually. All staff shall be notified of their availability on or before April 1. Any unfilled extra-curricular activities unfilled at the time the main vacancy list is distributed shall be posted on the vacancy list.
- 12:3 It is understood that if a teacher is expected to conduct school-approved or Board-sanctioned activities within the school building outside normal working hours, necessary and appropriate procedures will be followed to reasonably ensure the safety and security of the building and the individuals present.

ARTICLE XIII MISCELLANEOUS

13:1 More Effective Schools Committee

The principal of a school shall meet at least once a month at mutually agreeable times with a More Effective School Committee not exceeding five (5) in number selected by the Federation from among its members in that school to discuss school operation relating to the implementation of this Agreement. Proposed changes in existing policies and procedures for that school shall be subjects for discussion at such meetings. Policies that may be adopted or maintained for that school as a result of such meetings shall not be inconsistent with the terms of this Agreement, nor shall they be contrary to Board policies.

13:2 Union Meetings

The Union may call meetings in each school before or after school with the permission of the principal. Permission in either of the above instances shall not be unreasonably withheld.

13:3 Notification Regarding Certain Students

Teachers shall have called to their attention within a reasonable time of the time administrators know of any unusual physical and emotional problems of any pupils assigned to them as required or permitted by law, so that they may better direct their teaching techniques to fit the individual differences of their pupils. Nothing in this

Article shall be construed to require the Board or the administration to violate the provisions of the Family Educational Rights and Privacy Act (FERPA).

13:4 Assignments

In general, it shall be the policy to assign teachers to subject areas consistent with individual preferences and certification requirements.

13:5 Certification Requirement

No teacher can improve his/her rights under the layoff, recall or transfer procedures of the New Britain Charter or this contract by dropping a certification or by regaining a certification which was voluntarily dropped after July 1, 1985.

13:6 Assignment of Classrooms

In general, it shall be the policy to schedule classroom use to minimize the number of rooms teachers shall be required to use, with due consideration given to the quantity of material teachers of certain subjects are required to move from room to room.

13:7 Telephone for Parent-Teacher Consultations

There shall be made available in each school at least one telephone for private parent-teacher consultations to avoid the discussion of children's very personal problems in areas occupied by many people.

13:8 Funds for Assistance Personnel

The parties agree that a teacher's primary responsibility is to teach, and to the extent practicable, the Board agrees to request funds for additional clerical help and paraprofessionals to relieve teachers of non-teaching duties.

13:9 Test Scoring

All standardized group tests which are administered to a group and which can be scored by machine shall be scored by machine.

13:10 Incentives for Voluntary Supervision of Lunch

It is the intent of the parties that voluntary supervision of elementary lunch is desired. Accordingly incentives shall be established, posted and published by each principal as early as possible, but no later than June 1st for the following school year. These incentives will be offered before lunch duty assignments are made, and principals will consider incentives suggested by the More Effective Schools committee. Wherever possible, incentives shall include relief from the following:

- a. Bus supervision, attendance at some faculty meetings, program responsibilities, non-classroom duties, such as hall, showcase or bulletin board responsibilities and may also include a planning period at the end or start of the day, to be used for purposes of early dismissal or late arrival of teacher.
- b. No group or category of teachers will be excluded from participation in the lunch program without review with the Federation. The Superintendent will encourage cooperative and creative implementation of the spirit of this section.
- c. Lunch aides and teachers may be used to supervise lunch periods at the elementary schools. When teachers are used for supervision, the parties agree that Sections 13:10 (a) and (b) shall be put into effect. If the Board intends to change teacher participation in the lunch program, it will give the Federation thirty (30) days notice of such change.
- d. Individual teachers may, for such reasons as they deem appropriate, undertake voluntarily to perform any reasonable number of lunch supervision periods. To the extent that volunteers do not suffice, lunch supervision shall be equitably apportioned among the teachers with such duty being shared among a sizeable proportion of the faculty and teachers so assigned receiving favorable consideration in the scheduling.

**ARTICLE XIV
RECALL PROCEDURE**

- 14:1 The names of all permanent and non-tenured teachers whose services have been terminated because of the elimination of a position shall be placed on a reappointment list and shall remain on such list for a period of three (3) years; provided such teacher notifies the Human Resources Office in writing of his/her desire to remain on such list between April 1 and May 30 in each subsequent year.
- 14:2 Teachers on the reappointment list shall be offered reemployment in the order of the length of time served as an employee of the New Britain School District in a certified position. In the event two or more employees have the same length of time served, reemployment shall be offered to the employee who started work for the New Britain School District in a certified position first and in the event two or more employees started such work on the same date, reemployment shall be offered to the employee who signed an employment contract with the New Britain Board of Education first. In all such cases prior employment in the New Britain School District which was terminated voluntarily by the employee or which was terminated by the New Britain Board of Education for any reason other than the elimination of a position shall not be included in such determinations.
- 14:3 Length of time served as an employee of the New Britain School District shall be

determined by the number of school years plus additional months plus additional days served by a teacher in a position requiring certification by the State Department of Education. Such time shall include employment as a long-term substitute that was converted to regular employment.

- 14:4 Length of time served as an employee shall include any periods during which the teacher was on authorized leave by the Board.
- 14:5 Teachers on the reemployment list in the order of length of time served, as determined in accordance with this Agreement, shall be offered the opportunity to fill any position becoming vacant for which said teacher is then qualified and certified under certification regulations promulgated by the State Department of Education. A teacher shall have seven (7) business days to consider an offer of reemployment. A teacher who declines the offer of reemployment or who fails to accept recall after layoff within seven (7) business days after notice of an available position has been sent by certified mail to the employee's last known address or fails to get a reasonable excuse within such seven (7) business days for not accepting the position shall be placed at the bottom of the reappointment list and an offer of reemployment may be made to the next person on the recall list (see Appendix E). A reasonable excuse shall be defined as grounds that would qualify for either sick or maternity leave under the collective bargaining agreement. A teacher may notify the Human Resources Office of his/her desire not to be recalled for positions in certain areas of certification or for positions requiring ESL capabilities and in such event no offer of recall for such positions shall be made and such teacher shall remain in his/her appropriate place on the reappointment list for all other positions for which such teacher is certified.
- 14:6 It shall be the obligation of the teacher to notify the Human Resources Office of a change in certification status.
- 14:7 Time served in the New Britain School District under a temporary emergency permit issued by the State Department of Education shall be included for purposes of computing the length of time as an employee.
- 14:8 The names of all permanent and non-tenured teachers whose services are terminated subsequent to the date of this Agreement shall be added to the reappointment list in accordance with this Agreement and shall be placed directly above those on the list who have a shorter length of time served as an employee in the New Britain School District.
- 14:9 The parties to the Agreement will cooperate in promulgation of a rank order list of employees whose services have been terminated because of the elimination of a position.

ARTICLE XV
SALARIES AND FRINGE BENEFITS

- 15:1 Salaries

The salary schedules for the school years 2007-08, 2008-09 and 2009-10 are listed in Appendices A-1, A-2 and A-3, respectively, annexed hereto. The salary schedules for extra curricular activities are listed in Appendices B-1, B-2 and B-3. The Board agrees to provide to all members of the unit Fringe Benefits in accordance with Appendix C. Teachers not on the top step shall advance one step on the salary schedule each year of the contract.

- 15:2 Teachers' full annual salaries may be paid in twenty-two (22) or twenty-six (26) equal installments, under the following conditions:
- a. If twenty-two (22) equal payments, full annual salary shall be paid between September and the following July 5.
 - b. If twenty-six (26) payments, full annual salary shall be paid between September and the following August 31.
 - c. Notification in writing of payment plan desired shall be made to the Business Office by the last day of the school year preceding implementation.
- 15:3 The Board shall institute a plan for withholding contributions to a tax-sheltered annuity program from the pay of teachers who so elect.
- 15:4 When guidance counselors are required by the Superintendent or designee to perform duties before or after the regular school year, they shall be entitled to compensation for such time at a rate which is derived by pro-ration of their annual salaries. Said compensation shall be paid during the effective period of the salary schedules annexed hereto and later negotiated hereunder.
- 15:5 Salary Advancement
- When a teacher has completed the course credit requirements necessary to be upgraded to a higher degree salary schedule, he/she shall inform the Human Resources Department in writing a minimum of one month prior to the date of the change. Teachers may be upgraded to a new degree schedule as follows: June completion on September 1, August completion on November 1, and December completion on March 1, whichever falls closer to the date when the course or degree requirements are completed and proper notification has been received. Proper notification to the Human Resources Department will consist of transcripts from the registrar's office or an official letter signed by the registrar confirming the degree or course requirements as claimed have been completed.
- 15:6 Full year increment credits shall be granted for a teacher who completes 100 working days during the school year.
- 15:7 Teachers will be eligible to participate in a Section 457 plan.

ARTICLE XVI
PEACEFUL RESOLUTION OF DIFFERENCES

- 16:1 This Agreement may not be modified other than by mutual agreement of the Board and the Federation.
- 16:2 The Federation and the Board agree that any differences between the parties on matters relative to the Agreement shall be settled by the means herein provided.
- 16:3 There shall be no strikes or concerted refusal to render services in accordance with Connecticut General Statutes Section 10-153e(a).

**ARTICLE XVII
SAVINGS CLAUSE**

If any provision of this Agreement is, or shall at any time be contrary to law, then such provision shall not be applicable or enforced, except to the extent permitted by law, and substitute action shall be subject to appropriate consultation and negotiation with the Union. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

**ARTICLE XVIII
MATTERS NOT COVERED**

This Agreement incorporates the entire understanding of the parties on all subjects included. During the term of the Agreement neither party shall be required to renegotiate any such subject.

**ARTICLE XIX
DURATION**

It is agreed between the parties that this contract shall be effective from July 1, 2007 through June 30, 2010. The parties agree that in accordance with the requirements of the Connecticut Teacher Negotiations Act, Connecticut General Statutes 10-153d et seq., they will commence good faith negotiations for a new contract at least 210 days prior to the Board's budget submission date. Impasse procedures specified by law may be resorted to in the event of an impasse in said negotiations.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their proper officers, hereunto duly authorized on this n/a day of n/a : Arbitrated Award.

NEW BRITAIN BOARD OF EDUCATION

n/a

Witness

By Arbitrated Award

Its Chairman

**NEW BRITAIN FEDERATION OF
TEACHERS
Local 871, A.F.T., A.F.L. - C.I.O.**

n/a

Witness

By Arbitrated Award

Its President

A-1
2007-2008

STEP	BS/BA	BS/BA + 30	MS	MS +30	PHD/MS+60
0	40,097	43,035	44,192	47,158	50,699
1	42,866	46,112	47,384	50,628	54,321
2	45,634	49,191	50,577	54,096	57,881
3	48,403	52,269	53,769	57,566	61,471
4	51,170	55,347	56,962	61,036	65,063
5	53,938	58,426	60,154	64,505	68,653
6	56,706	61,504	63,345	67,974	72,244
7	59,475	64,582	66,538	71,443	75,836
8	62,243	67,658	69,729	74,910	79,425
9	64,652	70,223	72,350	77,669	82,246
10	67,061	72,787	74,970	80,429	85,067

NOTE: Depending on prior experience some teachers may be hired and paid above Step 1 of the salary schedule at the sole discretion of the Board.

[From Settlement Agreement: Salaries were increased 2.5% each year of the contract. All teachers not at maximum advance one step each year of the contract. The first step, Step A, was dropped; Step B became Step 0; a new step was inserted between the top step and the penultimate step; steps were renumbered.]

A-2
2008-2009

STEP	BS/BA	BS/BA + 30	MS	MS +30	PHD/MS+60
0	41,099	44,110	45,297	48,337	51,966
1	43,937	47,264	48,568	51,894	55,679
2	46,775	50,421	51,841	55,449	59,328
3	49,613	53,576	55,114	59,005	63,008
4	52,449	56,731	58,386	62,562	66,689
5	55,286	59,887	61,658	66,118	70,370
6	58,124	63,042	64,929	69,673	74,050
7	60,961	66,197	68,201	73,229	77,732
8	63,799	69,350	71,472	76,783	81,411
9	66,268	71,978	74,158	79,611	84,302
10	68,737	74,607	76,844	82,439	87,193

A-3
2009-2010

STEP	BS/BA	BS/BA + 30	MS	MS +30	PHD/MS+60
0	42,217	45,213	46,429	49,546	53,265
1	45,036	48,446	49,782	53,191	57,071
2	47,944	51,681	53,157	56,835	60,811
3	50,853	54,915	56,492	60,480	64,583
4	53,761	58,149	59,846	64,126	68,357
5	56,668	61,384	63,199	67,771	72,129
6	59,577	64,618	66,552	71,415	75,901
7	62,486	67,852	69,906	75,059	79,675
8	65,394	71,083	73,259	78,702	83,446
9	67,925	73,778	76,012	81,601	86,410
10	70,456	76,472	78,765	84,500	89,373

APPENDIX A-4

LONGEVITY SCHEDULE

YEARS OF SERVICE	2007-2010
12 TO 14	\$800
15 TO 19	\$1025
20 TO 24	\$1150
25 TO 29	\$1225
30 TO 34	\$1325
35 PLUS	\$1400

OTHER PROGRAMS

CATEGORY	2007-09 HOURLY RATE	2009-10 HOURLY RATE
TUTORS	\$30.00	\$32.50
SUMMER SCHOOL	\$30.00	\$32.50
ADULT EDUCATION	\$30.00*	\$32.50*
STAFF DEVELOPMENT	\$30.00	\$32.50
CHAPERONES, SUPERVISORS	\$30.00	\$32.50
YOUNG PARENTS	\$30.00	\$32.50

*Full time adult education teachers will be placed on Step 0 of the bachelor's salary scale and will be eligible to enroll in the school district's health care plan.

**APPENDIX B - 1
SALARY SCHEDULE
EXTRA - CURRICULAR ACTIVITIES
2007 – 08**

SPORTS FOR BOYS - HIGH SCHOOL	1	2	3	4
Football – Head	\$6,182	\$6,849	\$7,651	\$8,171
Football - First Assistant	\$3,849	\$4,584	\$5,250	\$5,918
Football – Assistant	\$3,191	\$3,861	\$4,256	\$4,584
Football – Freshmen	\$2,469	\$2,592	\$2,861	\$2,991
Wrestling	\$4,584	\$5,250	\$5,918	\$6,182
Wrestling – Assistant	\$3,191	\$3,861	\$4,256	\$4,584

SPORTS FOR GIRLS - HIGH SCHOOL	1	2	3	4
Volleyball	\$4,584	\$5,250	\$5,918	\$6,182
Volleyball – Assistant	\$3,191	\$3,861	\$4,256	\$4,584
Volleyball – Freshmen	\$2,455	\$2,592	\$2,861	\$2,991
Canettes/Majorettes	\$1,732	\$1,858	\$1,991	\$2,265
Cheerleaders	\$2,662	\$2,861	\$3,057	\$3,330
Cheerleaders – Assistant	\$1,732	\$1,858	\$1,991	\$2,265

SPORTS FOR BOYS AND GIRLS - HIGH SCHOOL	1	2	3	4
Basketball – Head	\$4,584	\$5,250	\$5,918	\$6,182
Basketball – Assistant	\$3,191	\$3,861	\$4,256	\$4,584
Basketball – Freshmen	\$2,455	\$2,592	\$2,861	\$2,991
Baseball/Softball – Head	\$4,256	\$4,925	\$5,577	\$6,182
Baseball/Softball – Assistant	\$3,191	\$3,861	\$4,256	\$4,584
Baseball/Softball – Freshmen	\$2,455	\$2,592	\$2,861	\$2,991
Spring Track – Head	\$4,256	\$4,925	\$5,577	\$6,182
Spring Track – Assistant	\$3,191	\$3,861	\$4,256	\$4,584
Winter Track – Head	\$3,191	\$3,861	\$4,256	\$4,584
Cross Country	\$3,191	\$3,861	\$4,256	\$4,584
Tennis	\$3,191	\$3,861	\$4,256	\$4,584
Soccer – Head	\$4,584	\$5,250	\$5,918	\$6,182
Soccer – Assistant	\$3,191	\$3,861	\$4,256	\$4,584
Soccer – Freshmen	\$2,455	\$2,592	\$2,861	\$2,991
Golf	\$3,191	\$3,861	\$4,256	\$4,584
Certified Athletic Trainer				\$15,375
Faculty Manager	\$6,031	\$6,682	\$7,464	\$7,972
Equipment Custodian	\$3,418	\$4,132	\$4,782	\$5,097
Intramurals – Fall				\$1,266
Intramurals – Winter				\$1,266
Intramurals – Spring				\$1,266

OTHER EXTRA-CURRICULAR ACTIVITIES - HIGH SCHOOL	1	2	3	4
Comptroller	\$5,250	\$5,918	\$6,521	\$7,177
Department Head - 22 FTE or more in Department				\$5,282
Band Director				\$4,323
Dramatics				\$4,323
Show Choir				\$3,984
Madrigal Singers				\$3,984
Department Head - Less than 22 FTE in Department				\$3,521
Webmaster				\$3,115
Student Symphony Conductor				\$2,923
Newspaper				\$2,923
Yearbook				\$2,923
Student Council Advisor				\$2,786
Student Activities Coordinator				\$2,786
Senior & Junior Class Advisors				\$2,786
Orchestra				\$2,592
Stage Manager				\$2,455
Choralaires/Concert				\$2,387
Color Guard				\$2,265
Key Club Advisor				\$2,265
Club Advisors				\$2,265
Advance Placement Coordinator				\$2,265
Sophomore & Freshmen Class Advisors				\$2,265
Honor Society				\$2,265
Chemical Hygiene Coordinator - Two (2) Periods of Release Time Per Week				\$2,265
Department Managers – If no Qualified Department Heads				\$1,761
Adaptive Physical Education				\$1,598
Yearbook - Business Manager				\$1,201
Newspaper - Business Manager				\$860
Audiovisual (5 periods of released time per week)				

OTHER EXTRA-CURRICULAR ACTIVITIES - MIDDLE SCHOOL	1	2	3	4
Band Director - Parade Supervision				\$2,455
Intramurals - Boys & Girls – Fall				\$1,798
Intramurals - Boys & Girls – Winter				\$1,798
Intramurals - Boys & Girls – Spring				\$1,798
Junior Honor Society				\$2,265
Club Advisors				\$2,265
Audiovisual				\$1,323

OTHER EXTRA-CURRICULAR ACTIVITIES - ELEMENTARY	1	2	3	4
Assistant to the Principal		\$3,861	\$4,256	\$4,584
Audiovisual				\$860

**APPENDIX B – 2
SALARY SCHEDULE
EXTRA -CURRICULAR ACTIVITIES
2008 – 09**

SPORTS FOR BOYS - HIGH SCHOOL	1	2	3	4
Football – Head	\$6,336	\$7,020	\$7,842	\$8,376
Football - First Assistant	\$3,945	\$4,698	\$5,381	\$6,066
Football – Assistant	\$3,271	\$3,958	\$4,362	\$4,698
Football – Freshmen	\$2,531	\$2,657	\$2,932	\$3,066
Wrestling	\$4,698	\$5,381	\$6,066	\$6,336
Wrestling – Assistant	\$3,271	\$3,958	\$4,362	\$4,698

SPORTS FOR GIRLS - HIGH SCHOOL	1	2	3	4
Volleyball	\$4,698	\$5,381	\$6,066	\$6,336
Volleyball - Assistant	\$3,271	\$3,958	\$4,362	\$4,698
Volleyball - Freshmen	\$2,516	\$2,657	\$2,932	\$3,066
Canettes/Majorettes	\$1,776	\$1,905	\$2,040	\$2,322
Cheerleaders	\$2,728	\$2,932	\$3,133	\$3,413
Cheerleaders - Assistant	\$1,776	\$1,905	\$2,040	\$2,322

SPORTS FOR BOYS AND GIRLS - HIGH SCHOOL	1	2	3	4
Basketball - Head	\$4,698	\$5,381	\$6,066	\$6,336
Basketball - Assistant	\$3,271	\$3,958	\$4,362	\$4,698
Basketball - Freshmen	\$2,516	\$2,657	\$2,932	\$3,066
Baseball/Softball - Head	\$4,362	\$5,048	\$5,716	\$6,336
Baseball/Softball - Assistant	\$3,271	\$3,958	\$4,362	\$4,698
Baseball/Softball - Freshmen	\$2,516	\$2,657	\$2,932	\$3,066
Spring Track - Head	\$4,362	\$5,048	\$5,716	\$6,336
Spring Track - Assistant	\$3,271	\$3,958	\$4,362	\$4,698
Winter Track - Head	\$3,271	\$3,958	\$4,362	\$4,698
Cross Country	\$3,271	\$3,958	\$4,362	\$4,698
Tennis	\$3,271	\$3,958	\$4,362	\$4,698
Soccer – Head	\$4,698	\$5,381	\$6,066	\$6,336
Soccer - Assistant	\$3,271	\$3,958	\$4,362	\$4,698
Soccer - Freshmen	\$2,516	\$2,657	\$2,932	\$3,066
Golf	\$3,271	\$3,958	\$4,362	\$4,698
Certified Athletic Trainer				\$15,759
Faculty Manager	\$6,182	\$6,849	\$7,651	\$8,172
Equipment Custodian	\$3,504	\$4,235	\$4,901	\$5,225
Intramurals – Fall				\$1,298
Intramurals - Winter				\$1,298
Intramurals - Spring				\$1,298

OTHER EXTRA-CURRICULAR ACTIVITIES - HIGH SCHOOL	1	2	3	4
Comptroller	\$5,381	\$6,066	\$6,684	\$7,356
Department Head - 22 fte or more in Department				\$5,414
Band Director				\$4,432
Dramatics				\$4,432
Show Choir				\$4,084
Madrigal Singers				\$4,084
Department Head - Less than 22 fte in Department				\$3,609
Webmaster				\$3,193
Student Symphony Conductor				\$2,996
Newspaper				\$2,996
Yearbook				\$2,996
Student Council Advisor				\$2,856
Student Activities Coordinator				\$2,856
Senior & Junior Class Advisors				\$2,856
Orchestra				\$2,657
Stage Manager				\$2,516
Choralaires/Concert				\$2,447
Color Guard				\$2,322
Key Club Advisor				\$2,322
Club Advisors				\$2,322
Advance Placement Coordinator				\$2,322
Sophomore & Freshmen Class Advisors				\$2,322
Honor Society				\$2,322
Chemical Hygiene Coordinator - Two (2) Periods of Release Time Per Week				\$2,322
Department Managers - If no Qualified Department Heads				\$1,805
Adaptive Physical Education				\$1,638
Yearbook - Business Manager				\$1,231
Newspaper – Business Manager				\$882
Audiovisual (5 periods of released time per week)				

OTHER EXTRA-CURRICULAR ACTIVITIES - MIDDLE SCHOOL	1	2	3	4
Band Director - Parade Supervision				\$2,516
Intramurals - Boys & Girls – Fall				\$1,843
Intramurals - Boys & Girls – Winter				\$1,843
Intramurals - Boys & Girls – Spring				\$1,843
Junior Honor Society				\$2,322
Club Advisors				\$2,322
Audiovisual				\$1,356

OTHER EXTRA-CURRICULAR ACTIVITIES - ELEMENTARY	1	2	3	4
Assistant to the Principal		\$3,958	\$4,362	\$4,698
Audiovisual				\$882

**APPENDIX B - 3
SALARY SCHEDULE
EXTRA -CURRICULAR ACTIVITIES
2009 – 10**

SPORTS FOR BOYS - HIGH SCHOOL	1	2	3	4
Football - Head	\$6,495	\$7,196	\$8,038	\$8,585
Football - First Assistant	\$4,044	\$4,816	\$5,516	\$6,218
Football - Assistant	\$3,352	\$4,057	\$4,471	\$4,816
Football - Freshmen	\$2,594	\$2,723	\$3,006	\$3,142
Wrestling	\$4,816	\$5,516	\$6,218	\$6,495
Wrestling - Assistant	\$3,352	\$4,057	\$4,471	\$4,816

SPORTS FOR GIRLS - HIGH SCHOOL	1	2	3	4
Volleyball	\$4,816	\$5,516	\$6,218	\$6,495
Volleyball - Assistant	\$3,352	\$4,057	\$4,471	\$4,816
Volleyball - Freshmen	\$2,579	\$2,723	\$3,006	\$3,142
Canettes/Majorettes	\$1,820	\$1,952	\$2,091	\$2,380
Cheerleaders	\$2,797	\$3,006	\$3,211	\$3,499
Cheerleaders - Assistant	\$1,820	\$1,952	\$2,091	\$2,380

SPORTS FOR BOYS AND GIRLS - HIGH SCHOOL	1	2	3	4
Basketball - Head	\$4,816	\$5,516	\$6,218	\$6,495
Basketball - Assistant	\$3,352	\$4,057	\$4,471	\$4,816
Basketball - Freshmen	\$2,579	\$2,723	\$3,006	\$3,142
Baseball/Softball - Head	\$4,471	\$5,174	\$5,859	\$6,495
Baseball/Softball - Assistant	\$3,352	\$4,057	\$4,471	\$4,816
Baseball/Softball - Freshmen	\$2,579	\$2,723	\$3,006	\$3,142
Spring Track - Head	\$4,471	\$5,174	\$5,859	\$6,495
Spring Track - Assistant	\$3,352	\$4,057	\$4,471	\$4,816
Winter Track - Head	\$3,352	\$4,057	\$4,471	\$4,816
Cross Country	\$3,352	\$4,057	\$4,471	\$4,816
Tennis	\$3,352	\$4,057	\$4,471	\$4,816
Soccer - Head	\$4,816	\$5,516	\$6,218	\$6,495
Soccer - Assistant	\$3,352	\$4,057	\$4,471	\$4,816
Soccer - Freshmen	\$2,579	\$2,723	\$3,006	\$3,142
Golf	\$3,352	\$4,057	\$4,471	\$4,816
Certified Athletic Trainer				\$16,153
Faculty Manager	\$6,336	\$7,020	\$7,842	\$8,376
Equipment Custodian	\$3,591	\$4,341	\$5,024	\$5,355
Intramurals - Fall				\$1,330
Intramurals - Winter				\$1,330
Intramurals - Spring				\$1,330

OTHER EXTRA-CURRICULAR ACTIVITIES - HIGH SCHOOL	1	2	3	4
Comptroller	\$5,516	\$6,218	\$6,851	\$7,540
Department Head - 22 fte or more in Department				\$5,549
Band Director				\$4,542
Dramatics				\$4,542
Show Choir				\$4,186
Madrigal Singers				\$4,186
Department Head - Less than 22 fte in Department				\$3,699
Webmaster				\$3,273
Student Symphony Conductor				\$3,071
Newspaper				\$3,071
Yearbook				\$3,071
Student Council Advisor				\$2,927
Student Activities Coordinator				\$2,927
Senior & Junior Class Advisors				\$2,927
Orchestra				\$2,723
Stage Manager				\$2,579
Choralaires/Concert				\$2,508
Color Guard				\$2,380
Key Club Advisor				\$2,380
Club Advisors				\$2,380
Advance Placement Coordinator				\$2,380
Sophomore & Freshmen Class Advisors				\$2,380
Honor Society				\$2,380
Chemical Hygiene Coordinator - Two (2) Periods of Release Time Per Week				\$2,380
Department Managers - If no Qualified Department Heads				\$1,850
Adaptive Physical Education				\$1,679
Yearbook - Business Manager				\$1,262
Newspaper - Business Manager				\$904
Audiovisual (5 periods of released time per week)				

OTHER EXTRA-CURRICULAR ACTIVITIES - MIDDLE SCHOOL	1	2	3	4
Band Director - Parade Supervision				\$2,579
Intramurals - Boys & Girls - Fall				\$1,889
Intramurals - Boys & Girls - Winter				\$1,889
Intramurals - Boys & Girls - Spring				\$1,889
Junior Honor Society				\$2,380
Club Advisors				\$2,380
Audiovisual				\$1,390

OTHER EXTRA-CURRICULAR ACTIVITIES - ELEMENTARY	1	2	3	4
Assistant to the Principal		\$4,057	\$4,471	\$4,816
Audiovisual				\$904

**APPENDIX C
FRINGE BENEFITS
2007-2010**

MEDICAL/HEALTH INSURANCE

All members shall be eligible for the insurance programs listed below:

1. Blue Shield Century Preferred with Vision Care and Prescription. The following plan changes will be implemented effective July 1, 2007:
 - (a) The co-pay for medical visits will be as follows:
 - (i) no co-pay for “well” visits; \$20 for “sick” visits”
 - (ii) The emergency room visit co-pay will be \$75 (waived if admitted).
 - (iii) The hospital co-pay for inpatient stays will be \$100 per admission. The hospital co-pay for outpatient surgical procedures will be \$100 per outpatient admission.
 - (iv) The urgent care co-pay will be \$50.
 - (v) The out-of-network deductibles will be \$500/\$1000/\$1250.
 - (vi) The out-of-network out-of-pocket maximums will be \$1000/\$2000/\$3000.

[Amend Plan to reflect change to Cost of Care regarding Infertility; State Mandated Benefit]

- (b) The co-pay for prescriptions will be as follows:
 - \$5.00 for generic retail (34-day supply)
 - \$20 for brand formulary retail (34-day supply)
 - \$35 for brand non-formulary retail (34-day supply)

Covered members must obtain a prescription through mail order after the third prescription and receive a 100-day supply at two times the rates listed above.

[Amend Plan to eliminate D.A.W. and implement Step Therapy.]

2. Beginning in the 2005-2006 school year, each teacher may select either the Board’s existing Anthem BC/BS Century Preferred health care plan or a Health Maintenance Organization (HMO) plan offered by the Board. Each employee will be offered the option of selecting either health care plan during an open enrollment period each April for implementation on July 1. The premium cost share for any employee who selects the HMO will be five percent (5%) less than the premium cost share for the Anthem BC/BS Century Preferred plan.

As an incentive for the 2007-2010 contract, the premium cost share referenced above will remain ten percent (10%) for any employee who selects the HMO during the duration of this contract only.

3. Delta Dental. [*Amend Plan to have deductibles on Class 2 of \$25/\$75; Class 2 Benefits 80%*]
4. \$35,000 Life Insurance - Individual only. A member may purchase, at the member's own expense, up to \$80,000 of life insurance provided, however, such additional life insurance may only be purchased in \$10,000 increments and in accordance with the regulations of the life insurance company.

PREMIUM COST SHARING

The term "Premium Cost" as used herein shall mean the premium rate that each carrier charges or would charge the Board to provide the benefits listed above for each level of coverage (i.e., individual, two-person, and family) whether or not the Board funds such benefits on a fully-insured basis or a self-insured basis. Upon a written request, the Board shall provide the Teachers' Union with a written statement of the premium rate that each carrier charges or would charge the Board to provide the benefits of the particular insurance program for each level of coverage.

In the 2007-2008 contract year, each member shall pay sixteen percent (16%) of the annual premium cost for the insurance programs listed above for which he/she is eligible and which he/she selects. The Board shall pay the balance of the cost of such insurance programs.

In the 2008-2009 contract year, each member shall pay seventeen percent (17%) of the annual premium cost for the insurance programs listed above for which he/she is eligible and which he/she selects. The Board shall pay the balance of the cost of such insurance programs.

In the 2009-2010 contract year, each member shall pay eighteen percent (18%) of the annual premium cost for the insurance programs listed above for which he/she is eligible and which he/she selects. The Board shall pay the balance of the cost of such insurance programs.

SECTION 125 AND FLEXIBLE SPENDING ACCOUNTS

The premium cost sharing amount for which the member is responsible shall be automatically deducted from the members' pay on a pro-rata monthly basis. In accordance with Internal Revenue Service Regulations, the Board agrees to maintain a Section 125 Plan under which a member may designate pre-tax dollars for certain medical costs such as premium cost sharing amounts, deductibles, co-insurance charges and certain medical care not covered under existing insurance programs. In addition, a

member also may designate pre-tax dollars for a flexible spending account for non-reimbursed medical expenses and for dependant child care expenses. A monthly administrative fee of \$4.00 will be charged for enrollment in one or more of the flexible spending account plans.

NOTIFICATION OF RETIREMENT

Teachers shall notify the Human Resources Department that they intend to retire at least 120 days prior to the date of retirement unless there is an extenuating circumstance, as determined by the Superintendent and is not subject to the grievance procedure, which precludes such notification. Failure to do so will result in a 10% reduction in the teacher's sick leave payout.

CHANGE OF CARRIER

The Board of Education reserves the right to change insurance carriers to those that will provide coverage that is substantially equivalent to that set forth above and such change shall not be made without the prior review by and approval of the Federation, which approval will not be unreasonably withheld.

RETIREE'S INSURANCE

Permission for retirees to continue as part of group fringe benefits program at the expense of retirees until age 65 as permitted by insurance companies' regulations.

ALTERNATIVE HEALTH INSURANCE

A teacher who is covered under alternate health insurance through another employer (e.g., spouse) may waive his/her basic health insurance benefits provided by the Board for a minimum period of one (1) year. Teachers who opt not to accept the health insurance as outlined above shall be compensated on a fiscal year basis in the amount of \$1,000. Such payment (subject to regular deductions) shall be made during each fiscal year. Teachers choosing this option shall only be able to change their option effective on July 1 of each fiscal year by notifying the Human Resources Office by the preceding April 1. However, any teacher who becomes ineligible under some alternate health insurance coverage during the one (1) year period, will be re-enrolled under the Board's Health Insurance provisions provided that the Board is notified in writing by the teacher. Proof of insurability shall be determined by the insurance policies then in effect. In a case requiring the re-enrollment of a teacher before the one (1) year period has expired, the teacher will receive a pro rated amount for any full months in which he/she participated in the plan; provided however, that a minimum participation of six (6) full months in the plan is required. Any teacher choosing this option will be required to sign a waiver of Board Insurance and submit proof of alternate health insurance coverage to the Human Resources Office and the Union President. If mandated by Board group insurance requirements, the Board reserves the right to limit the number of teachers who may participate in the plan.

Such waiver signed by a teacher shall release the Board from any liability or responsibility in connection with this withdrawal of insurance coverage.

REIMBURSEMENT FOR LOSS

The Board shall allocate a sum not to exceed \$10,000 for the purpose of reimbursing teachers for loss or damage to their cars or other personal property, excluding cash, incurred while in the performance of duty. Payment for loss or damage shall not duplicate those losses covered by the teacher's insurance. All reimbursements for the foregoing will be held until the end of the fiscal year, at which time reimbursement will be made in full if the amount allocated is sufficient for such purpose, otherwise prorated reimbursements will be made according to the demands made on the allocated fund of \$10,000.

**APPENDIX D-1 - OVERSIZE CLASS
GRIEVANCE FORM**

The undersigned grievant hereby submits the following grievance:

- (a) Facts:
- (b) Remedy Requested:
- (c) Contract sections violated, if any:

Date: _____
_____ GRIEVANT

DISPOSITION Level 5:7(c)
Date: _____
_____ PRINCIPAL/ADMINISTRATOR

APPEAL Level 5:7(d)
Date: _____
_____ GRIEVANT

DISPOSITION Level 5:7(d)
Date: _____
_____ SUPERINTENDENT/DESIGNEE

APPEAL Level 5:7(e)
Date: _____
_____ GRIEVANT

DISPOSITION Level 5:7(e)
Date: _____
_____ BOARD OF EDUCATION

APPEAL Level Arbitration
TO: Superintendent of Schools FROM: President of NBFT
I hereby approve arbitration.
Date: _____
_____ PRESIDENT

APPENDIX D-2 - GRIEVANCE FORM

The undersigned grievant hereby submits the following grievance:

- (a) Facts:
- (b) Remedy Requested:
- (c) Contract sections violated, if any:

Date: _____
_____ GRIEVANT

DISPOSITION Level 9:3(b)
Date: _____
_____ PRINCIPAL/ADMINISTRATOR

APPEAL Level 9:3(c)
Date: _____
_____ GRIEVANT

DISPOSITION Level 9:3(c)
Date: _____
_____ SUPERINTENDENT/DESIGNEE

APPEAL (c) Level 9:3(d)
Date: _____
_____ GRIEVANT

DISPOSITION (c) Level 9:3(d)
Date: _____
_____ BOARD OF EDUCATION

APPEAL (d) Level Arbitration
TO: Superintendent of Schools FROM: President of NBFT
I hereby approve arbitration.
Date: _____
_____ PRESIDENT

APPENDIX E
RECALL SCRIPT

(To be read to a teacher on recall if telephoned pursuant to Article 14:5)

"I wish to read you a statement that the Federation and the Board have agreed to:

You have 7 business days to consider this offer of recall. If you now know that you will not accept this offer of recall or if you make your decision within the 7 business days, please let me know so that I can contact the next person on the recall list. Please be assured that you are entitled to the full 7 business days if you wish before making your decision."

APPENDIX F
TEACHER LAYOFF

No permanent teacher serving in the schools of New Britain shall be dismissed except for cause as specified in Connecticut General Statutes, unless such action is necessitated by the elimination of a position resulting from a substantial decrease in school enrollment or by a change in school curriculum or school organization which is demonstrably desirable. Such dismissal shall be governed by the following provisions:

- (1) No permanent teacher shall be dismissed if any similar position or another position for which he is well qualified is held by a teacher who has fewer years of service in the schools of New Britain;
- (2) the name of any permanent teacher whose services have been terminated because of the elimination of a position shall be placed upon a reappointment list and remain on such list for three years, provided such teacher does not refuse a reappointment and provided such teacher applies in writing by registered mail for retention of his name on said list on or before June first of each year subsequent to his dismissal. Failure to file such application with the Superintendent of Schools as provided this subsection shall automatically remove such teacher's name from the reappointment list. Teachers on the reappointment list who qualify for vacancies are to be re-employed in the order of their length of service in the schools of New Britain. No probationary teacher may be hired to fill a vacancy while there is a teacher on the reappointment list who qualifies for that vacancy;
- (3) any permanent teacher ordered dismissed, or who is about to be dismissed, shall have the opportunity to prove his qualifications for an available position or positions within thirty days after filing an application for such position or positions. The Board shall inform such permanent teacher of available positions at the time of his dismissal;
- (4) any permanent teacher who is dismissed under the section shall be given a letter of honorable dismissal prior to the effective date of such dismissal; and
- (5) permanent teachers shall be re-employed without loss of position on the salary schedule.

AGREEMENT

between

THE NEW BRITAIN BOARD OF EDUCATION

and

NEW BRITAIN FEDERATION OF TEACHERS

JULY 1, 2007 through JUNE 30, 2010

This agreement was reached by the parties after the first arbitration hearing held October 6, 2006, pursuant to C.G.S. §10-153f.

NEW BRITAIN BOARD OF EDUCATION

NEW BRITAIN FEDERATION OF
TEACHERS

By _____

By _____

Date _____

Date _____

Issued as an arbitration award pursuant to §10-153f of C.G.S.

Arbitrators

Date _____

Date _____

Date _____