

**NEW LONDON BOARD OF EDUCATION**

**AND**

**NEW LONDON EDUCATION ASSOCIATION**

**CONTRACT**

**AUGUST 2019 - AUGUST 2022**

**TABLE OF CONTENTS**  
**2016-2019 TEACHERS' CONTRACT**

Article I - Recognition	1
Article II – Professional Negotiations	2
Article III – Grievance Procedure	3
Article IV – Class Size	7
Article V – Teacher Hours and Teaching Load	8
Article VI – Non-Teaching Duties	11
Article VII – Specialists	11
Article VIII – Teaching Assignments	12
Article IX – Promotions	13
Article X – Teacher Facilities	13
Article XI – Textbooks	14
Article XII – Salaries	14
Article XIII – Summer School Program	16
Article XIV – Protection	16
Article XV – Worker’s Compensation Supplement	16
Article XVI – Sick Leave, Absences, Leaves, Vacations & Maternity	17
Article XVII – Child-Rearing Leave	21
Article XVIII – Reduction In Work Force of Teachers (RIF)	22
Article XIX – Professional Development & Educational Improvement	24
Article XX – Annuity Plan	25

Article XXI – General	25
Article XXII – In-Service Programs	32
Article XXIII – Continuing Committee	33
Article XXIV – Severance Pay	33
Article XXV – Medical Insurance Coverage for Retired Certified Staff From the New London Public Schools	34
Article XXVI – Nondiscrimination	35
Article XXVII – Duration	35
Appendix A – Grievance Forms	36
Appendix B – Teachers’ Salary Schedule	40
Appendix C – Fringe Benefits	43
Appendix D – Supervisory, Special & Related Personnel 2016-2019	46

THIS AGREEMENT IS MADE AND ENTERED INTO pursuant to Section 10-153d of the Connecticut General Statutes (as amended), by and between the NEW LONDON BOARD OF EDUCATION (hereinafter referred to as the “Board”) and the NEW LONDON EDUCATION ASSOCIATION (hereinafter referred to as the “Association”), affiliated with the Connecticut Education Association.

## ARTICLE I RECOGNITION

A. The Board recognizes the New London Education Association for purposes of professional negotiations as the exclusive representative of a unit consisting of all certified professional employees of the New London System, excluding temporary substitute teachers and anyone employed in a position requiring a supervisory or administrative certificate. Unless otherwise indicated, the employee in the unit shall be hereinafter referred to as the “teacher.”

B. Negotiation Over Matters Not Covered by Terms of the Agreement.

1. For the duration of the Agreement, items will remain in effect without revision or addenda for the life of the contract except as both parties to the Agreement mutually consent otherwise or except as discussion is part of the formal negotiation period for settling on a successor contract.

2. Any additional agreement reached shall be reduced to writing, shall be signed by the Board and the Association, and shall become an addendum to this Agreement.

C. Durational Shortage Area Permits (DSAPS)

Teachers holding Durational Shortage Area Permits (DSAPS) are members of the “teacher unit” for collective bargaining purposes as defined in the Connecticut Teacher Negotiation Act and members of the NLEA bargaining unit as defined in Section A of this Article.

DSAP holders are subject to the terms and provisions of this Agreement, including the requirement of paying Association dues and fees or agency shop under Article XXVII, except in areas where the contract indicates or implies that regular teaching certification is required, including, but not limited to:

a. Under Article VIII, Teacher Transfer and Assignments, DSAP holders shall be assigned by the Administration, and shall not have any contractual transfer rights. A DSAP holder without any regular teaching certification may not bid on posted positions. However, if a DSAP holder also possesses regular teaching certification in an area other than his/her DSAP assignment, that

person may apply for vacant positions within the system, provided that it is recognized that the Administration may wish to keep the DSAP employee in his/her DSAP assignment.

- b. It is agreed that DSAP holders are not subject to the teacher tenure law and are at-will employees not subject to the rights of regularly certified teachers in matters of termination and other discipline. Accordingly, the provisions of Article XVIII, Reduction In Force/Recall, shall not apply to DSAP staff, and such individuals shall have no contractual rights in reference to layoff and/or recall. In addition, the provisions of Article XXI, Section J shall not apply to DSAP holders. Further, it is agreed that the employment of a DSAP holder will automatically end upon the expiration of the DSAP.
- c. DSAP holders shall receive contractual jury duty, sick leave and personal leave benefits, but are not eligible for sabbatical leave, tuition reimbursement or the benefits of Article XIX of this Agreement.

## **ARTICLE II** **PROFESSIONAL NEGOTIATIONS**

- A. It is the intent and purpose of the parties hereto that their agreements promote and improve the quality of education in the City of New London, provide for orderly professional negotiation between the Board and the Association, and secure prompt and fair disposition of grievances so as to promote positive influences upon the operation of the educational program.
- B. Both parties will make every reasonable effort to begin the data collecting process as soon as may be practicable prior to the aforementioned dates. Conditions of employment shall include the matters covered by the Agreement and any other matters legally determined to be within the scope of the statutory definition of conditions of employment or mutually agreed to be negotiable by the parties. Any agreement so negotiated shall apply to all teachers and shall be reduced to writing and signed by the Board and the Association.
- C. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals.
- D. If the negotiations described in this Article have reached an impasse, the procedure described in Section 10-153f of the General Statutes shall be followed.
- E. If negotiation meetings between the Board and the Association are scheduled by mutual agreement during a school day, the representatives of the Association shall be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings. When it is necessary, pursuant to Article III

(Grievance Procedure) for a School Representative, member of the Welfare Committee or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during a school day, s/he shall, with the permission of the principal or immediate superior and upon notice to the Superintendent by the Chairperson of the Welfare Committee, and with the approval of the Superintendent or the Superintendent's designee, be released, without loss of pay, as necessary in order to permit participation in the foregoing activities. Any teacher whose appearance in such investigations, meetings, or hearings as a witness is necessary shall be accorded the same right. The Association agrees that these rights shall not be abused.

- F. Despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by committee or representative. Furthermore, the New London Board of Education and the Association agree that either party may, at its discretion, bring into the negotiations any outside legal or professional advisor.
- G. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- H. The Board agrees not to negotiate at any time with any teachers' organization other than that designated as the representative pursuant to Section 10-153b through 10-153d of the General Statutes.

### **ARTICLE III** **GRIEVANCE PROCEDURE**

#### Section 1.

The prompt, informal and confidential adjustment and settlement of grievances is encouraged, and therefore the following procedures to accomplish these purposes are hereby established. The purpose of the grievance procedure as set forth herein is to secure and obtain, at the lowest possible administrative level, an equitable solution to the grievance. The parties agree that the purpose of the grievance procedure will best be served if all proceedings thereunder be kept as confidential as appropriate.

#### Section 2 – Definitions.

- a. A grievance shall be defined as an alleged violation, misapplication or misinterpretation of a specific section of this Agreement or of any written Board Policy. Grievances concerning evaluations shall be permitted only to the extent allowed by statute.
- b. An “aggrieved person” is the person making a claim.
- c. A “party in interest” is the person making the claim and any person who might

be required to take action or against whom action might be taken in order to resolve the claim.

- d. "Day" or "school day" shall be defined as a day in the school year on which teachers are required to work, including less than full work days. Grievance time lines shall be held in abeyance during July and August, except in instances where the Board, because of the nature of a particular grievance, is subjected to potential financial exposure of a continuing, ongoing nature, in which case "day" shall mean days during said months when the Board of Education Office is open for business.

### Section 3 – Time Limits.

- a. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limit specified may, however, be extended by mutual agreement.
- b. A grievance shall be deemed waived unless it is submitted within twenty one (21) school days after the aggrieved party knew or should have known of the events or conditions on which it is based.
- c. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

### Section 4 – Informal Procedure.

The parties both agree that the resolution of the grievance should, to the extent possible, be handled informally. Therefore, if a teacher feels that s/he may have a grievance, the matter shall first be discussed informally with the Principal, or his/her designee or, where the immediate supervisor is not the principal, with the grievant's immediate supervisor or his/her designee in an effort to resolve the problem. If, after such discussion, the teacher is not satisfied with the informal attempts to resolve the matter, s/he shall have the right to file a grievance in writing. (The person with whom the grievance is discussed at the informal level may not be a member of the New London Education Association bargaining unit.)

The informal procedure is a mandatory procedure that must be followed before a formal written grievance is filed. See APPENDIX A of this agreement for additional informal procedure provisions and requirements.

## Section 5 – Formal Procedure.

### Step One:

- a. If a grievant is not satisfied with the disposition of her/his grievance by informal proceedings, s/he may present her/his grievance as a written grievance to the Principal or her/his designee, or where the immediate supervisor is not the Principal, with the grievant's immediate supervisor or his/her designee within the above mentioned twenty one (21) day period, and shall have the right to have the Association assist her/him. (The person with whom the written grievance is filed may not be a member of the New London Education Association bargaining unit.)
- b. The Principal or other administrator with whom the grievance is filed, or her/his designee, shall have fifteen (15) school days to meet with the grievant, starting from the date that the written grievance is filed with the Administrator at Step One. At this meeting, the grievant shall explain the grievance to the Superintendent or her/his designee in an effort to reach a mutually acceptable settlement.
- c. The Administrator shall have a period of ten (10) school days, commencing with the day of the last grievance meeting within the above described fifteen (15) day period, in order to respond in writing to the grievant.

### Step Two:

- a. If, upon receipt of the Step One Administrator or her/his designee's written decision, the grievant is not satisfied with the disposition of the matter, the grievant shall have five (5) school days in which to file a written appeal of the Administrator's decision to the Superintendent of Schools.
- b. Upon receipt of the grievance, the Superintendent or his/her designee shall have fifteen (15) school days to meet with the grievant, starting from the day that the written grievance is filed with the Superintendent at Step Two. At this meeting, the grievant shall explain the grievance to the Superintendent or his/her designee in an effort to reach a mutually acceptable settlement.
- c. The Superintendent or his/her designee shall have a period of ten (10) school days following the conclusion of the grievance meeting in which to respond to the grievance, commencing with the day of the last grievance meeting within the above described fifteen (15) school days.

### Step Three:

- a. Grievances which do not involve the interpretation, meaning or application of any of the provisions of this Agreement may only be processed through Step Two but shall not be arbitrable.
- b. If the grievant is not satisfied with the disposition of his/her grievance at Step Two, and if the grievance deals with a claim that provision(s) of this contract



was violated or misapplied, he/she may, within five (5) school days after the Board decision, request that the Association submit the grievance to arbitration.

- c. If the Association elects to submit the grievance to arbitration, the Association shall so advise the Superintendent and the President of the Association, or their designated representatives, within five (5) school days after the date of the Board decision, and the matter shall be submitted to the American Arbitration Association under the Rules of Voluntary Arbitration of the American Arbitration Association.
- d. The arbitrator so selected shall confer promptly with representatives of the Board and the Association and shall hold a hearing with the grievant and other parties in interest as s/he shall deem requisite.
- e. The arbitrator shall render a decision in writing transmitting it to all parties in interest, setting forth findings of fact, reasoning and conclusions on the issues, submitted within thirty (30) days from the date of the close of the hearing. The decision of the arbitrator shall be final and binding upon all parties in interest to the extent permitted by law.
- f. The cost of the services of the arbitrator shall be borne equally by the Board and the Association.
- g. No reprisals of any kind shall be taken by the Board, the Administration, or individual administrators against any participant in the grievance procedure by reason of such participation.
- h. The Association or its designee may be formally represented at any level of the formal procedures by a person or persons of her/his own choosing. Similarly, the Board may obtain such representation at the same levels.

## Section 6 Miscellaneous.

1. Whenever ten (10) or more teachers have a grievance based upon the same act or condition, the Association may initiate and process a group grievance on their behalf. In cases of discipline, a grievance may be filed at the level at which the discipline was issued.
2. All documents dealing with the processing of grievances should be filed apart from the personnel files of the participants.
3. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of a right hereunder shall be pursuant to the grievance and arbitration procedure, provided however, that nothing contained herein shall deprive any teacher or the Board of any legal right.
4. Nothing herein deprives a teacher of any statutory right to present a complaint to the Board of Education or to discuss the matter informally with any appropriate member of the administration.

**ARTICLE IV**  
**CLASS SIZE**

- A. The Board and the Association recognize that class size is affected by a number of factors such as building space, age level, school program, and subject matter. The following limits on class size shall be regarded as the expressed desire of the Board of Education and the Association for traditional classes:

Kindergarten and first grade . . . 20 - 24

Second through twelfth grade . . . 24 - 28

Whenever the number of students in the traditional classroom exceeds the stated maximum, the Board will supply a teacher aide for such class for up to forty (40) days during which time the Board will reassign or transfer students as necessary to meet the classroom maximums.

The size of Special Education classes (mentally and/or emotionally handicapped) shall be within the limits defined by statute or permitted by state authorities.

The term “traditional classes” shall not include study halls, team teaching, physical education classes, classes specifically designed for large-group or small-group instruction and non-graded grouping. Except when the best interests of the educational process indicate otherwise, teachers will be assigned variable group instruction only on a voluntary basis.

- B. No teacher shall be assigned sole responsibility for more than fifty-six (56) pupils at any moment in time, exclusive of playgrounds and lunchrooms. Any grievance alleging a violation of this provision may only be processed through Step Two and shall not be arbitrable.
- C. This provision does not relieve the teacher of any responsibility required by law.

**ARTICLE V**  
**TEACHER HOURS AND TEACHING LOAD**

A. SCHOOL YEAR

1. The school calendars will be determined by the Board of Education by May 1. Although non-negotiable, the Board will consult with the Association prior to adoption of the school calendar. It is understood that once set, the calendar may be changed by the Board for sufficient reason after notification to and consultation with the Association.
2. The scheduled work year of teachers covered by the Teachers' Salary Schedule (other than new personnel and others who may be required to attend pre-school orientation sessions) shall be as designated on the school calendar and shall consist of not more than one hundred eighty-five (185) scheduled work days. The scheduled work year of twelve (12) month teachers shall consist of not more than two hundred twenty-four (224) scheduled work days.
3. Except as provided in V.B.l.j. below, there will be no further increases in work time beyond what already has been agreed to for the life of this contract 2013-2016 contract.

B. SCHOOL DAY

1. The starting and dismissal times at all schools shall be determined by the Board of Education. With the exception of subsections B(1)f and B(2) below, the normal teaching day shall be as follows.
  - a. High School: Seven (7) hours, five (5) minutes.
  - b. Middle School: Seven (7) hours.
  - c. Elementary Schools: Six (6) hours, fifty-four (54) minutes.
  - d. The Board shall have the right to add no more than five (5) minutes to the school day for the teachers described subsections a, b, c above.
  - e. At no time while school is in session shall a teacher leave the place of assigned duty without permission of the principal or the principal's delegate, except during the periods of duty-free lunch.
  - f. The teachers recognize that they have a professional responsibility beyond the normal limits of the school day as here defined, and staff shall attend parents teacher conferences as past practice now in effect and two (2) parent evening events per year. Every effort shall be made to schedule

parent evening events for no longer than two (2) hours.

- g. Subsections a, b and c above are subject to minor modifications due to bus schedules.
  - h. If the Board determines that double sessions are necessary, the Association agrees to negotiate revisions in the school day for the schools involved.
  - i. Social workers may be assigned no more than four (4) hours per week during no more than two (2) evenings per week for meetings with parents and related duties. Social workers shall not work longer days than the particular school that they are assigned to.
  - j. Not more than one time in each year, the Board may notify the Association of its desire to change the stated student and/or teacher work day or work year as they are set forth in Article V. Negotiations shall take place between the parties over any decision/impact of the proposed increase as required by law, and will be treated as reopener negotiations under the Teacher Negotiations Act. The status quo will remain in effect until such negotiations have been concluded.
2. General staff meetings shall be considered mandatory and a professional responsibility of the entire teaching staff. No such meeting shall be scheduled for more than one (1) hour. No more than three (3) general staff meetings will be scheduled in one month. Adverse criticism of the professional work of individual teachers shall not be presented at general staff meetings. Teachers shall be given at least forty-eight (48) hours' notice before a meeting is called, except in case of emergency. The content and use of general staff meetings shall be at the discretion of the Administration.
3. All teachers shall have an uninterrupted daily duty-free lunch period. The lunch period of high school and middle school teachers shall be the same length as that of the students. The minimum lunch period for elementary teachers shall be thirty (30) minutes. Teachers who are released from classroom duties early for the purpose of attending afternoon in-service programs at schools other than that to which they are assigned will be afforded an opportunity to have a reasonable lunch period prior to the commencement of the in-service program, even though this may be of shorter duration than their regularly scheduled duty-free lunch period. Lunch on student ½ days may be after all teacher responsibilities with students are complete.
4. The Board and the Association recognize that continuous improvement of the quality of education requires that teachers perform many professional duties in

addition to classroom instruction. The following limits on scheduled assignments in secondary schools are, therefore, regarded as the expressed desire of the Board of Education and the Association for traditional classes and will be implemented to the extent that facilities, curriculum and staff resources permit.

- a. All secondary teachers shall, in addition to their lunch period, have at least one (1) preparation period each day, during which they shall not be assigned to any other duties except in case of emergency.
- b. In those areas of the curriculum where a high quality of teaching requires an unusual amount of preparation of new material and/or correction of students' work, the optimal number of teaching periods per day for a secondary school teacher shall be no more than five (5), provided the Board maintains a seven (7) period student day. Notwithstanding this provision, the Superintendent or his/her designee and a teacher may voluntarily agree to six (6) teaching periods. In such an instance, the teacher shall be compensated at an additional twenty percent (20%) of his or her base yearly salary payment.
- c. Each elementary teacher shall receive a forty five (45) minute preparation period each day. One (1) day per week, such preparation period shall be used at the Administration's discretion. Two (2) additional preparation periods per month may be used at the Administration's discretion. If the Administration uses more than those preparation periods stated above, the Administration shall provide coverage for forty five (45) minutes for each such period somewhere else in the teacher's schedule or from an after school meeting within two (2) weeks of the lost preparation period. On planned student  $\frac{1}{2}$  days, teachers shall be provided with 25 minutes of prep.
- d. Teacher participation in extracurricular activities for which no additional compensation is paid shall be voluntary. At the same time, the teachers recognize that their responsibility to their students and their profession requires the performance of duties that involve the expenditure of time beyond that of the normal working day. For those extracurricular activities for which additional compensation is paid, assignment thereto shall be subject to the teacher's consent after the second year of assignment. Teachers who participate in professional learning opportunities during the summer will be compensated for their time in accordance with Appendix D of this Agreement. In order to receive such compensation, the teacher shall execute a promissory note that will require repayment of such funds to the Board if the teacher leaves the district prior to the end of the following student school year.

- e. Teachers will be assigned substitute duty during preparation periods only in case of emergency.
5. Long-term substitutes are teachers occupying a position in the Board's table of organization requiring a certificate for forty or more consecutive days of employment. Temporary substitutes are employees employed by the Board in positions for less than forty days of continued employment. The parties have agreed as follows:
- a. Temporary substitutes are not members of the bargaining unit and are paid in accordance with Board policy, which may be changed from time to time by the Board.
  - b. Long-term substitutes are members of the bargaining unit and, after their fortieth day of employment, shall be placed on the salary schedule in accordance with their degree, standing, and years of experience after their fortieth day of employment.
  - c. Long-term substitutes shall receive no fringe benefits.

In no case should this apply to anyone who is not expected to be employed for an additional 30 days (70 days total)

#### **ARTICLE VI** **NON-TEACHING DUTIES**

- A. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that her/his energies should be utilized to this end. Therefore, they agree as follows:
- 1. Money collections in schools for student insurance programs and for banking will cease. Teachers may distribute commercial literature and forms when directed by the Superintendent, but will not participate in the collection of money.
  - 2. Teachers shall not be required to transport pupils to places away from the school building.

#### **ARTICLE VII** **SPECIALISTS**

The Board and the Association recognize that instruction by specialists is increasingly important in the operation of an effective educational program. Accordingly, the Board of

Education will make every effort to provide special teachers in the areas such as the following: art, music, physical education and reading. Whenever possible, special teachers will be made equally available in all elementary grades.

### ARTICLE VIII TEACHING ASSIGNMENTS

- A. Changes in grade assignment in the elementary schools and in subject assignment in the secondary schools are sometimes necessary and even beneficial. Such changes in grade and subject assignment shall be voluntary, but the Administration reserves the right to make such changes when necessary and when possible after discussion with the teachers involved.
- B. Under normal circumstances and when the Administration has information sufficient to form a judgment, teachers shall be notified in writing by the end of the school year of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have. Notwithstanding the foregoing, the Board reserves the right to assign staff in accordance with section C below.
- C. The assignment of staff members and their transfer to positions in the various schools and departments of the district shall be made by the Superintendent on the basis of the following criteria, which are listed in order of priority: (1) Contribution which staff member could make to students in the new position. (2) Qualifications of staff member compared to all other candidates for position to be vacated and for position to be filled. (3) Length of service in New London Schools. (4) Desire of staff member regarding assignment or transfer. (5) Opportunity for professional growth. Except with the specific approval of the Superintendent of Schools or his/her designee, all transfers shall be implemented with the beginning of the school year in August. No current staff member (as of 9/1/98) who applies for a vacancy under this Article shall be mandated to participate in an interview for the position.
- D. The place of residence of any teacher shall not be cause for discrimination in respect to employment or continuance of employment under the contract. Although teachers have the right to live outside of New London, such residence shall not be claimed as the reason for not participating in instructional and other activities as expected in this agreement except in case of emergency and at the discretion of the principal or of the immediate supervisor in the case of the itinerant teacher.
- E. The teacher shall be directly responsible to their building principal/ director and, through her/him to the Superintendent or the Superintendent's designee. The teacher shall become familiar with her/his duties and shall conform to rules and regulations established by contract, Board policy or delegated administrative authority regarding the routine of the school and the instruction and supervision of pupils.

- F. In order to maintain continuity and to keep abreast of valuable new developments in the profession, courses of study are subject to continuing review by the staff and the Board of Education. Teachers will base lesson plans on the established courses of study, making departures only for professional reasons such as the individual needs of students, enrichment made possible by special areas of teacher competence, unusual resources or relevant current events, and carefully evaluated experimentation.
- G. Teachers who are required to give up a preparation period to provide coverage shall be offered added preparatory time within two weeks. If the teacher(s) cannot be accommodated, s/he shall receive compensation for the lost preparation period at a rate of \$35 per hour.

### **ARTICLE IX** **PROMOTIONS**

- A. All openings for positions in the NLEA bargaining unit shall be sent to each teacher electronically and posted on the district's website at least ten (10) school days or fourteen (14) calendar days during the summer, except in cases of emergency, and the qualifications for the positions shall be clearly set forth.
- B. All qualified teachers shall be given adequate opportunity to make application for such positions. If, in the determination of the Superintendent, the qualifications of applicants are substantially equivalent and the interests of the pupils are thereby best served, preference shall be given to qualified teachers employed by the Board.
- C. If an opening occurs during the summer vacation, notification will be posted on the district's website. In addition, a copy will be sent to the President of the Association and teachers by e-mail.

### **ARTICLE X** **TEACHER FACILITIES**

- A. The Board shall make every effort to provide each school with the following facilities:
  - 1. Space in each classroom in which teachers may safely store instructional materials and supplies.
  - 2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
  - 3. An appropriately furnished room to be used as a faculty lounge. To the extent



possible, said room shall be in addition to the aforementioned teacher work area; and

**ARTICLE XI**  
**TEXTBOOKS**

- A. The Board will continue to provide sufficient textbooks, e-books, or ~~and~~ other materials to insure that each pupil in a classroom has adequate instructional material for the pupil's own use. This provision is not subject to the grievance procedure contained in Article III of this Agreement.
- B. Prior to a recommendation to the Board for the adoption of a new textbook, the teachers affected and/or a committee thereof shall meet and consult with the appropriate supervisory or administrative staff. Recommendations by teachers and/or the committee regarding textbook adoption shall be given serious consideration.

**ARTICLE XII**  
**SALARIES**

- A. The salaries of all persons covered by this Agreement are set forth in Appendix C. No exceptions will be made in individual cases to the approved provisions of the prevailing salary schedule.
- B. Salary Checks and Deductions
  - 1. Beginning with the first Thursday in September when school is in session and ending no later than the last day of school in June, the teachers' annual salary will be paid as follows: (a) There shall be twenty-two (22) checks, one issued every other Thursday through the first scheduled biweekly payday of June, during both regular and vacation periods, in the amount of one twenty-sixth (1/26) of the contracted salary. (b) The remainder shall be paid as close as possible to the last biweekly payday in June. Should it become necessary to adjust the above bi-weekly schedule, it shall be by mutual agreement of the Board and the Association.
  - 2. Payment of salaries shall be subject to those deductions required by State and federal law, required by this Agreement and otherwise as agreed by the parties. Deductions shall also be made for professional staff dues, e.g., New London Education Association, Connecticut Education Association and National Education Association, as teachers individually and voluntarily authorize. The Board shall promptly transmit the monies so deducted to the

New London Education Association.

Teacher authorization for professional dues shall be in writing on a form established by the Association and approved by the Board and must be filed with the Superintendent between September 1 and October 15 for the academic year. The Association shall save harmless the Board from any claim for return of union and professional dues deducted from the final paychecks of any teacher who resigns from the New London Public School System during the school year.

3. For all staff members whose work is governed by the school calendar, a day's full pay for purposes of calculation shall be the annual salary divided by the number of work days in the school year. It is understood that the number of days in the school years covered by this 2016-2019 Agreement shall be 185 with the following exceptions:
  - a. The Board may establish a year-round magnet school and teachers working there will have a work year that is longer than 185 days.

The Board acknowledges its obligation to bargain with the Association over the impact of such additional work days.

4. For the 12 month teacher whose work is governed by a twelve (12) month year, a day's full pay for purposes of calculation shall be 1/224 of the annual salary.

C. Salary Guides: Credit for Experience or Service

See Article XXI.

D. Salary Guide: Extra Pay For Extra Work

Extra pay for extra-curricular activities and additional duties shall be in accordance with the salary guide for such activities.

E. Certification Requirements

If a certified professional employee in the NLEA bargaining unit loses his/her current state department of education teaching certificate, authorization, or permit due to a lapse of certification, the teacher may apply for any open teaching position which is to be filled if she/he possesses a valid state teaching certificate, authorization, or permit for the open position. However, no displacement of another teacher shall be allowed, and the right to be so assigned to another open position for which certification is held shall be limited to an existing open position which is to be filled. If the teacher cannot be so reassigned based upon dual certification, then her/his

teaching salary shall immediately be discontinued, and his/her insurance shall be discontinued if proper certificate, authorization, or permit is not reinstated one month after the lapse of certification. The teacher will be eligible for substitute teaching if qualified. This section shall not apply to teachers whose certificate is revoked for cause by the State Board of Education pursuant to Section 10-145(j). Pursuant to the provisions of Public Act 09-01, a person whose certificate, authorization, or permit has been revoked may not be employed in a public school during the period of revocation.

### **ARTICLE XIII** **SUMMER SCHOOL PROGRAM**

- A. Positions in the New London Summer Program shall, to the extent possible, be filled by regularly appointed teachers in the New London School System.
- B. In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study and quality of teaching performance.

### **ARTICLE XIV** **PROTECTION**

- A. Teachers shall immediately report all cases of assault suffered by them in connection with their employment to their principal in writing for her/his discretionary action.
- B. The Board will protect and save harmless any teacher from any financial loss and expense, including legal fees and costs, arising out of any claim, demand, suit or judgment as provided by the General Statutes of the State of Connecticut, Section 10-235 (as amended from time to time.)
- C. If criminal charges are brought against a teacher for alleged criminal conduct arising out of or affecting the teacher's employment as a teacher, the superintendent may relieve the teacher from all employment without pay, benefits, or other accumulating contractual rights until the criminal charges are disposed of. Such action will be without prejudice to the rights of the teacher concerning the criminal charges. If such a relief of duties is imposed, the Board will hold in abeyance any disciplinary action contemplated against the teacher until said disposition of the criminal charges. In the event the Board or the Superintendent decides to impose discipline, such action may be instituted without regard to the disposition of the criminal charges.
- D. Whenever possible, teachers shall be given at least twenty-four (24) hours notice of a new student being placed in their classroom.

**ARTICLE XV**  
**WORKER'S COMPENSATION SUPPLEMENT**

Whenever a teacher is absent from school as a result of personal injury caused by an accident or an assault arising out of and in the course of employment while the teacher is in discharge of her/his duties, s/he shall be paid a total of 80% of her/his full salary (less the amount of any worker's compensation award made for temporary disability due to said injury) for a period of up to two (2) years, and no part of such absence shall be charged to the teacher's annual or accumulated sick leave. Granting such payment is subject to reporting and validation of the absence to the Board.

**ARTICLE XVI**  
**SICK LEAVE, ABSENCES, LEAVES, VACATIONS AND MATERNITY**

A. Staff members will be granted fifteen (15) days of sick leave per school year up to the maximum of one hundred fifty (150) days. Sick leave shall only be used to attend to personal illness.

B. Absences and Leaves: General Regulations

1. A professional staff member is a person serving under any certificate issued by the State of Connecticut in connection with public education. The provisions of these policies apply to all such persons.
2. A school year is defined by the terms of the individual's contract.
3. The Board of Education Expects integrity on the part of the professional staff as to the necessity and propriety of all absences.

C. Absences and Leaves: Absences

Staff member absence for reasons other than those covered by specific policy shall be subject to loss of pay equal to the substitute teacher's pay for one day per school year. Unexcused absence in excess of one day per year will result in a loss of 1/185 of the teacher's annual pay for each day of leave, or 1/224 of the twelve month teacher's annual pay for each day of leave.

Staff members shall be permitted emergency leave with pay in situations where the issue is of unusual and important significance, normally not weather, wholly beyond the control of the staff member and shall not be used to extend holidays, weekends or vacation periods. Emergency leave will normally be limited to one school day at a time. All emergency leave situations shall be referred to the Superintendent or the Superintendent's designee for approval.

- D. Except in circumstances beyond the teacher's control, each teacher who has been absent shall notify the principal of intended return by 2:30 p.m. the day prior to said return.
- E.
1. Each staff member may accumulate sick leave annually up to the maximum allowed in the statutes as revised, of the State of Connecticut or a proportional part thereof, depending upon the beginning contractual date. Beginning of accumulation of sick leave for new teachers is opening day of school of the school year for which the teacher is engaged. A school year is defined in terms of the individual's contract.
  2. Under continuous service such sick leave may be accumulated at the rate of fifteen (15) days in any one school year up to the maximum allowed in the statutes, as revised, of the State of Connecticut without deduction of salary.
  3. After more than three (3) consecutive school days of absence because of illness, or in cases of suspected sick leave abuse (demonstrated by a pattern of abuse, including, but not limited to, extending weekends or holidays through the use of sick time), the staff member may be required by the Human Resources Office to submit a physician's certification of the staff member's ability to return to work as a condition of returning to work.
- F. Sick Leave Bank

#### PURPOSE AND PARTICIPATION

A Sick Leave Bank (the "Bank") shall be established and administered by the Board. The Sick Leave Bank shall provide additional paid sick leave to eligible teachers due to unforeseen personal catastrophic illness or injury.

Participation in the Sick Leave Bank is voluntary and only available after a teacher has completed five (5) years of service with New London Public Schools.

- Active teachers who desire to participate in the Sick Leave Bank shall notify the Business Office in writing by June 30<sup>th</sup> of the school year preceding their enrollment in the Sick Leave Bank to be eligible for participation the following school year.
- Only teachers who have donated to the sick leave bank will be eligible to receive donations.
- Only teachers that have at least thirty (30) days of accumulated sick leave may donate days. Teachers may contribute one (1) sick day to the bank each year.
- At the start of each school year, contributions to the bank will be deducted from participating teachers sick leave balance.
- The sick leave bank will have a cap approximately equal to the number of teachers at the beginning of the school year. No more days will be added until the bank is depleted to ninety (90) days. The bank will be built up to the maximum cap again and the

process repeated. Newly eligible employees shall be permitted to join the sick leave bank by donating one (1) day, even if the bank exceeds the number of teachers for that school year.

- Once donated, sick days cannot be given back to the donating teacher, nor do they have any cash value if unused by the bank.
- All unused days awarded through this provision, shall be returned to the bank or if the bank has reached the maximum, sick days will be forfeited.

#### PROCEDURES

- Active teachers must submit, on written application, a request for additional paid sick leave days with sufficient medical documentation of the member's unforeseen personal catastrophic illness or injury from his/her treating physician to the President of the Association or union designee and the Human Resources Department.
- Applications shall be reviewed by the Human Resources Department and the Superintendent of Schools.
- The Superintendent shall determine whether the illness qualifies for donations from the bank. Decisions of the Superintendent shall not be subject to the grievance procedure.
- The Superintendent of Schools reserves the right to request additional information or require the applicant to undergo a medical assessment of the Superintendent's choosing.

#### LIMITS AND RESTRICTIONS

- Teachers shall not be eligible for any paid sick leave from the bank if the teacher has a disability claim pending; if the injury is subject to worker's compensation benefits; or if the teacher is eligible for, or has or will seek, relief in any state or federal court or personal injury mediation and or/arbitration process or other civil proceeding.
- Teachers must exhaust all accumulated leave benefits before using Sick Leave Bank days and shall not be eligible for any other paid leave.
- Teachers shall only be eligible to receive thirty (30) days per year from the sick leave bank.
- The Sick Leave Bank provision is not applicable for long term substitutes.
- The decisions under this provision are not subject to the grievance or arbitration process.

#### F. Absences and Leaves: Family Illness

Each absence caused by serious illness to the immediate family (immediate family shall be defined as the teacher's spouse, civil union partner as provided by Connecticut law, parent, sibling, child, grandchild, or grandparent), up to and including five (5) days in any school year to take no deduction from salary. Two (2) of the five (5) days may be used for personal reasons. In such instances, prior approval of the Superintendent or his/her designee shall be required forty-eight (48) hours in advance and may only be used for responsibilities that cannot be conducted outside of the workday.

G. Absences and Leaves: Bereavement

Each absence caused by death in the immediate family (immediate family shall be defined as the teacher's spouse, parent, step-parent, sibling, child, step-child, grandchild, or grandparent), up to and including five (5) days in any school year to take no deduction from salary.

H. Absences and Leaves: Professional Purposes

Absences without deduction in pay for attending approved professional meetings and for visiting other schools in or outside of New London, such as institutes, conferences, committee meetings, or organization meetings, are subject to the discretion of the Superintendent of Schools. Such observance must be recommended to the Superintendent by a building principal. In the case of the itinerant teacher, the recommendation will come from the immediate supervisor.

I. Absences and Leaves: Religious Observances

No deduction in the pay of a staff member is made in the case of required observation of religious holidays not now recognized in the official school calendar.

J. Absences and Leaves: Sabbatical

A professional staff member is eligible for a sabbatical leave after seven (7) years of continuous service in New London. The following stipulations will apply: (1) Applications must be made in writing to the Board of Education, no later than March 1 of the school year immediately preceding the proposed leave. A summary of the proposed itinerary to be followed during the sabbatical year must accompany the application. (2) Leave will not be granted for a program of study that will result in the completion of statutory requirements for teacher, supervisory or administrative certification as stipulated by the Connecticut State Board of Education. (3) All applications for sabbatical leave will be considered by the Board of Education. Successful applicants will be notified by the Board of Education no later than April 1 of the school year immediately preceding such leave. (4) A successful applicant who, for any reason, chooses to refuse this leave of absence must notify the Board of Education of this fact no later than April 15 of the school year immediately preceding

said leave to be assured of a staff position in New London during the year for which the leave was granted. No more than three (3) staff members may be granted sabbatical leaves in any given school year. (5) A professional staff member granted a sabbatical leave will receive the following remuneration from the Board of Education for the period of said leave: (a) seventy-five percent (75%) of the teacher's salary that would be received were the staff member to remain as a teacher. (6) In addition, the following benefits will be granted to any staff member whose application for a sabbatical leave is approved: All compulsory payments enumerated in this contract will be paid by the Board of Education. Note: This does not include voluntary payments to the Retirement System, in addition to the compulsory assessments that the staff member may wish to make to supplement her/his retirement income. (7) Upon return from a sabbatical leave, a staff member shall be granted credit for one year of professional experience and any salary increment due on the basis of the staff member's experience.

As a condition for receiving a sabbatical leave, a staff member shall execute a legally binding contract requiring her/him to continue in the employ of the New London Board of Education for a minimum of two (2) continuous school years commencing with the start of the first school year following the end of the sabbatical leave. Said agreement will require the teacher to fully compensate the Board for all salary earned during the sabbatical leave period should the teacher resign her/his employment during the two (2) year post-sabbatical term. In addition, said agreement shall make such staff member liable to the Board for any damages incurred as a result of the staff member's resignation from the system during the two (2) year post-sabbatical period.

K. Retirement Compensation: Staff on Military Leave

Retirement assessments, for the period of military leave, are paid by the Board of Education to the State Teachers' Retirement Fund for the staff members of the New London Public School returning to teach in the community upon completion of the term of required military service.

L. Absences and Leaves: Maternity Leaves

Maternity leave shall be granted in conformity with State and Federal legislation.

M. Absences and Leaves: Military Leave

Members of the profession are granted full credit on the salary schedule, year for year, for required service in the armed forces while on leave from the profession. Retirement assessments, for the period of military leave, are paid by the Board of Education to the State Teachers' Retirement Fund for staff members of the New London Public Schools returning to teach in the community upon completion of the term of required military service. The Board of Education reserves the right to determine the teacher's fitness to resume teaching. In the event re-employment is



denied, the teacher may appeal to the Board.

N. Absences and Leaves: Weddings

Absences for attendance at weddings of staff members and in the immediate family (immediate family here means the teacher, the teacher's parent, step-parents, sibling, child, step-child, or grandparent) to take no deduction from salary, such absences to be confined to not over one day for each wedding.

O. Absences and Leaves: Graduations

Teachers shall be entitled to one day's leave per school year for each of the following reasons: (1) to receive a graduate degree; (2) to attend a graduation of a member of the teacher's immediate family, defined as teacher's spouse, parent, step-parents, sibling, child, step-child, grandchild or grandparent.

P. Absences and Leaves: Holidays

The twelve month teacher(s) will work a twelve (12) month year and receive the following days off during the calendar year:

1. Holidays:

- A. New Year's Day
- B. Martin Luther King Day
- C. Lincoln's Birthday
- D. President's Day
- E. Good Friday
- F. Memorial Day
- G. Fourth of July
- H. National Election Day
- I. Labor Day
- J. Indigenous Peoples' Day
- K. Veteran's Day
- L/M. Thanksgiving Day and the Day Following
- N. Christmas Day

2. Vacation:

Non-accumulative vacation time of twenty-two (22) days will be granted to the twelve (12)-month teacher(s). Vacation times must be approved by the immediate supervisor. The Business Office will use two hundred twenty-four (224) days to pro-rate a twelve-month professional employee's salary.

**ARTICLE XVII**  
**CHILD-REARING LEAVE**

- A. Child rearing leave shall be given in accordance with FMLA. If the Board grants leave beyond what is required by FMLA, not more than twenty (20) bargaining unit members at any given time during the term of this contract shall be entitled to an unpaid leave of absence for child-rearing purposes for either one-half (1/2) or all of a given school year or, in cases of leaves which commence half way through a school year, for two (2) consecutive half (1/2) years, subject to full compliance with all the following terms and conditions:
1. Child-rearing leave beyond what is required by FMLA shall be available only to staff members who parent or adopt a child either during the year in which leave is requested or in the school year immediately following the birth or adoption of the child.
  2. Staff members wishing to apply for child-rearing leave beyond what is required by FMLA must furnish a minimum of forty-five (45) days' written notice in advance of the commencement of the requested leave, such notice being filed with the Superintendent of Schools and setting forth the basis for the request and the duration of the requested leave.
  3. Child-rearing leave beyond what is required by FMLA shall be limited to either one (1) full semester (or one-half (1/2) of the school year); two (2) consecutive one-half (1/2) years (semesters); or one (1) full school year. Child-rearing leave shall commence only with the beginning of school in August or at the commencement of the second semester during an already commenced year (second half of the school year).
  4. Child-rearing leave beyond what is required by FMLA shall terminate either at the commencement of a school year in August or at the commencement of a second semester (second half of the school year).
  5. Teachers absent on child-rearing leave shall receive no compensation of any kind during the term of the leave. They may be permitted to continue their membership in available group insurance policies provided they make full payment of all premiums for such coverage.
  6. Upon their return from child-rearing leave, teachers shall be assigned to the same position held prior to the leave or to another position within their area of certification and qualification. Upon their return, they shall be credited with all accumulated sick leave possessed at the time the teacher left on the leave. However, sick leave will not be credited during the period of the leave.
  7. Teachers who return to teaching duties from child-rearing leave in August after a

full school year's absence on child-rearing leave will be placed at the next higher step on the schedule than that occupied at the time the leave commenced. Teachers who return to teaching duties after a child-rearing leave at the start of the second half of an already commenced school year will be placed at the next higher step on the salary schedule than that occupied prior to the commencement of the leave, but such placement shall be prospective only, and not retroactive.

**ARTICLE XVIII**  
**REDUCTION IN WORK FORCE (RIF) OF TEACHERS**

I. Definition

Reduction of teachers shall mean a decrease in the number of certified teachers employed by the Board of Education. The number of professional employees is recognized to be a matter for the sole determination of the Board of Education.

II. Procedure

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

A. Basic Criteria

Steps will first be taken to determine if a sufficient number of teachers can be released by the following means:

1. Voluntary retirements,
2. Voluntary resignations,
3. Transfers of existing staff members, and
4. Voluntary leaves of absence.

B. If the above steps do not reduce the staff in sufficient numbers and additional teachers need to be released, termination of who will be released will be made in the following order:

1. Non-tenured teachers and
2. Tenured teachers, provided that tenured teachers who are retained are qualified to perform the necessary and required teaching functions.

C. Other Criteria

In the event that the categories established above are found not to be definitive enough as determined by the Board, the following criteria shall be used within each level (i.e., non-tenured and tenured):

1. Certification for the position or positions available,
2. Total contractual experience in the system, and
3. Degree status.

The parties agree that subparagraph C.2, "Total contractual experience in the system" shall be interpreted to mean the actual date of employment as determined by effective date of employment and if necessary next by date of hire, and further agree that there shall be no distinction between half-time or full-time. Service, whether half-time or full-time, shall be considered the same service for purposes of this article. Service for less than half-time shall be accumulated and pro-rated based on the actual time worked for the purposes of this article.

### III. Recall Procedure

- A. The name of any teacher whose services have been terminated because of the elimination of a position or a reduction in professional staff shall be placed upon a reappointment list and remain on such list for three years, provided such teacher does not refuse a reappointment.
- B. Any teacher on the reappointment list shall receive a written offer of reappointment to a comparable position. The teacher shall accept or reject the appointment in writing within ten (10) days.
- C. Teachers laid off are to be recalled in the reverse order of the layoff.
- D. No new teachers shall be hired in a subject area or grade level until all laid-off teachers from that subject area or grade level who are qualified to fill the vacancy have been recalled or have declined the opening.
- E. No new teachers shall be hired in a subject area or grade level before teachers who are laid off from other subject areas or grade levels who may be qualified and who possess the necessary certification are recalled or decline the opening.
- F. All terminations of professional staff members shall take place solely in accordance with applicable provisions of the Connecticut Teacher Dismissal Law (C.G.S. 10-151).
- G. It shall be the responsibility of all teachers to keep the Superintendent of Schools apprised of their current address at all times. Any notices required herein shall be deemed fully discharged by the sending of a certified letter to the last address of any person appearing on Board of Education records.

Legal Reference: Connecticut Public Act 80-354

**ARTICLE XIX**  
**PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

A. Professional Growth

The professional focus of the district is on student achievement. Accordingly, all employees shall be provided opportunities for the development of increased competence beyond that which they may attain through the performance of their assigned duties. Such opportunities shall be designed to enhance the breadth of their experience and depth of their training so as to foment additional opportunities for our students to achieve success.

In light of their impact upon the lives of students and in keeping with the breadth of experience and depth of training which they possess, opportunities for the professional staff shall be especially rich and varied. The Superintendent shall provide the staff with the opportunities in areas such as the following: (1) visits to other classrooms and other schools; (2) conferences involving other personnel from the district, county, state, region, or nation; (3) membership on committees drawing personnel from such sources; (4) further training in institutions of higher learning.

B. The Board shall pay the reasonable expenses (including fees, tuition, meals, lodging and/or transportation) incurred by teachers who attend workshops, seminars, conferences or other professional improvement sessions at the request of and/or with the advance approval of the Superintendent of Schools.

C. Supervision of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will receive a copy of any evaluation report prepared by their supervisors and will have the right to discuss the report with their supervisors before it is submitted to the principals or Superintendent or put into their personnel file.

D. Academic Leave

With the approval of the Superintendent of Schools, a teacher may be allowed leave at full pay, minus a substitute deduction, provided a substitute is hired, to begin programs of study which result from foundations scholarship or voluntary participation which necessitate personal presence in advance of the close of the school year, the full time will not exceed ten (10) school days.

E. Administrators will make every effort to place in the personnel file of each teacher specific comments with regard to special achievements or lack thereof.

**ARTICLE XX**  
**ANNUITY PLAN**

- A. Teachers shall be eligible to participate in a “tax sheltered” annuity plan established pursuant to Section 403(b) of the Internal Revenue Code, with a single mutually agreed upon company which will serve as a disbursing agent.
- B. Notwithstanding the foregoing, the Board shall not be responsible for making more than two (2) equal deductions monthly from each participant, each which shall be payable to the single company. The Board will be held harmless from any responsibility other than making the single payment pursuant to filed and signed individual deduction authorizations. Teachers must elect participation in September and participate at least for the ensuing academic year.

**ARTICLE XXI**  
**GENERAL**

- A. If an administrator relays to a teacher a complaint relating to a teacher’s professional work, the administrator shall inform the teacher of the source of the complaint. This provision does not obligate administrators to relay complaints to teachers.
- B. Upon written request, each teacher shall have the right to review at a time mutually convenient the contents of her/his personal file, excepting, however, any confidential records given at the time of her/his employment. At the teacher’s request, a representative of the Association may accompany the teacher in such a review. It shall be made in the presence of the administrator responsible for the safekeeping of such file.
- C. Persons wishing to discuss complaints against individual employees of the New London Public Schools at any meeting of the New London Board of Education shall be encouraged to pursue such complaints through the office of the Superintendent prior to presenting his/her complaints to the Board at a Board meeting. Employees will receive copies of any written complaints as to their performance which are presented at a Board of Education meeting despite the referral of such complaints to the Administration.
- D. Participating in school related organizations shall be on a voluntary basis on the part of teachers, but teachers will endeavor to use their professional experience and knowledge to make positive contributions to the educational objective of such organizations.
- E. The Board of Education shall set Board policies following notice to the Association. No Board policy shall be established which will contravene a specific provision of

this contract.

- F. It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative, as granted by statute and the City Charter, to direct the operation of the public schools in the City of New London, in all its aspects, including but not limited to the following: To maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interest of the City of New London, to give the children of New London as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, land, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer teachers; to suspend or dismiss the teachers of the schools in the manner provided by statute or ordinance; to designate the schools which shall be attended by the various children within the city; to make such provisions as will enable each child of school age residing in the city to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve plans for school buildings; to prepare and submit budgets to the City Council and, in its sole discretion, expend moneys appropriated by the city for maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance and arbitration provisions of this Agreement.
- G. Teachers shall be reimbursed for tuition expenses for courses taken at accredited colleges and universities. Prior approval by the Superintendent is required. To be eligible for reimbursement, the course must be:
- a) in the content area of the teacher's certification; or
  - b) part of a program leading to a Master's degree that is directly related to the area of the teacher's certification; or
  - c) part of a program leading to a Master's degree in a shortage area identified by the State and or the school district.

In order to be reimbursed pursuant to this provision, the teacher must obtain a grade of "B" or better in a letter graded course, 80 or higher in a numerically or percent

graded course, or “pass” in a pass/fail graded course.

The Board of Education will provide an account of \$28,000 during the 2016-2017 year, \$30,000 during the 2017-2018 year, and \$32,000 during the 2018-2019 year and pro-rate the amount per semester hour in the event more courses are completed than are budgeted. No teacher may receive reimbursement for more than nine (9) credits per year. Partial or full course reimbursement is payable in one lump sum in September of the school year following the school year in which the courses were taken and successfully completed. An official transcript of the course(s) must be received by July 31<sup>st</sup> the fiscal year in which the course(s) were taken. A teacher who has left the district as of the date payments are made shall no receive reimbursement.

- H. An administrator will not present adverse criticism of the professional work of an entire group of teachers unless evidence exists that the entire group of teachers are derelict in some professional duty, in which case the evidence will be presented along with the criticism.
- I. The Association President shall not be assigned bus duty, lunch duty, or study hall duty and shall be released up to the equivalent of two (2) school days per month for NLEA business.
- J. No teacher will be given a written reprimand, suspended or otherwise disciplined without just cause, or deprived of a salary increment without just cause.

This provision does not apply to terminations made under the Connecticut General Statute, Section 10-151 inclusive.

- L. A teacher anticipating a degree change for the next school year shall file with the Superintendent of Schools a written statement of intention no later than January 1 prior to the school year in which salary credit for the degree change is anticipated as a requirement for receiving salary credit for the degree change, and provided all substantiating credits are received by the Superintendent of Schools or her/his designee no later than September 1 of the year in which credit is to be received.
- M. Department Heads will be assigned an additional daily preparation period to perform departmental duties.

N. Salary Schedule Definitions and Placement

1. Definitions

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



Bachelor A baccalaureate degree earned at an accredited college or university.

Master A master's degree earned at an accredited college or university or the completion of thirty (30) credits beyond the baccalaureate degree in an approved program at an accredited college or university.

2. New Employees - Initial Salary Placement

a. The initial salary of a teacher shall be on a step of the salary schedule for which the teacher is professionally qualified. Placement shall be at the first step unless additional credit is appropriate as determined by the Superintendent in his/her discretion based on the following guidelines: Credit may be given for:

i. Credit may be given for public, private, or collegiate full-time successful teaching experience in a regular/permanent position in an accredited school.

ii. Credit may be given for military service (active duty) to a maximum of three (3) years.

iii. Credit may be given for up to three (3) years of full-time, non-teaching private sector experience in a field that is directly related to the area in which the teacher will be teaching (*e.g.*, engineering for math; scientific research for biology or chemistry).

b. All appointments to vacancies and openings shall be made without regard to age, race, creed, color, religion, nationality, sex, marital status or other applicable unlawful discriminatory standard as provided by statute.

3. Master's Degree

a. Procedure

i. Teachers must make written application to the Superintendent of Schools for Master's credit.

ii. The application must be accompanied by official transcripts certifying to all credits earned.

b. Timing

i. Preliminary application must be made to the Superintendent of

Schools by January 1 prior to the school year in which salary credit for a Master's degree is contemplated. This is necessary to permit inclusion in the school budget.

- ii. All substantiating transcripts must be received no later than August 1 of the year in which an advanced placement is anticipated.
- iii. Credit will be given only at the beginning of a school year.

4. Sixth Year

a. General Provisions

- i. Applicable only to those personnel whose basic remuneration is based upon the teachers' salary schedule.
- ii. Teachers placed on the Sixth Year schedule prior to this 2013-2016 Agreement shall remain there and, to the extent provided by this Agreement, be eligible for step advancement.

New placements on the Sixth Year schedule shall require completion of a Sixth Year certificate program at an accredited college or university in areas mutually agreed by the Superintendent and the Association. Notwithstanding the above, a certified and licensed Speech Pathologist shall be placed on the Sixth-Year schedule provided he/she has a valid license from the Connecticut State Board of Health and holds Certification of Clinical Competency (CCC) from ASHA. School Psychologists shall be placed on the Sixth Year pay schedule.

- iii. Prior to August 1, 2014, the determination of whether the credits/degree meets the above criteria shall be determined by the Sixth Year Standing Committee. Effective on and after August 1, 2014, the determination shall be made by the Superintendent.

b. Procedure

- i. Teachers must make written application to the Superintendent of Schools for Sixth-Year credit.
- ii. Application must be accompanied by official transcripts certifying to all credits earned.

c. Time

- i. Preliminary application must be made to the Superintendent of Schools by January 1 prior to the school year in which salary credit for a Sixth-Year is contemplated. This is necessary to permit inclusion in the school budget.
- ii. All substantiating transcripts must be received no later than August 1 of the year in which an advanced placement is anticipated.
- iii. Credit will be given only at the beginning of a school year.

5. Seventh Year

a. General Provisions

- i. Applicable only to those personnel whose basic remuneration is based upon the teachers' salary schedule. Seventh year compensation level shall be available only for bargaining unit members hired before January 1, 2000, and shall be eliminated and not available for members hired on January 1, 2000 and afterward.
- ii. Completion of thirty (30) credit hours of work beyond the Sixth Year, sixty (60) credit hours of work beyond the Master's degree, or ninety (90) credit hours of work beyond the Bachelor's degree. The credits must be earned in an accredited institution(s) of higher learning and must be relevant to the teacher's teaching assignment, as determined by the Seventh Year Standing Committee.

b. Procedure

- i. Staff members must make written application to the Superintendent of Schools for Seventh Year credit.
- ii. Application must be accompanied by official transcripts certifying to all credits earned.
- iii. A standing committee, composed of the President of the Board of Education, the Chairperson of the Negotiating Committee of the Association, and the Superintendent of Schools shall meet to review all applications and recommend approval or rejection of the application to the Board of Education.

c. Time

- i. Preliminary application must be made to the Superintendent of Schools by January 1 prior to the school year in which salary credit for

a Seventh-Year is contemplated. This is necessary to permit inclusion in the school budget.

- ii. All substantiating transcripts must be received no later than August 1 of the year in which an advanced placement is anticipated.
- iii. Credit will be given only at the beginning of a school year.

6. Doctorate

a. General Provisions

- i. Applicable only to those personnel whose basic remuneration is based upon the teachers' salary schedule. This provision shall not apply to any teacher currently enrolled in a Doctorate program as of the effective date of this Agreement.
- ii. Placements on the Doctorate schedule shall require completion of a Doctorate degree program at an accredited college or university in areas mutually agreed by the Superintendent and the Association.

b. Procedure

- i. Staff members must make written application to the Superintendent of Schools for Doctorate credit.
- ii. Application must be accompanied by official transcripts certifying to all credits earned.
- iii. A standing committee, composed of the President of the Board of Education, the Chairperson of the Negotiating Committee of the Association, and the Superintendent of Schools shall meet to review all applications and recommend approval or rejection of the application to the Board of Education.

c. Time

- i. Preliminary application must be made to the Superintendent of Schools by January 1 prior to the school year in which salary credit for a Doctorate degree is contemplated. This is necessary to permit inclusion in the school budget.
- ii. All substantiating transcripts must be received no later than August 1 of the year in which an advanced placement is anticipated.

iii. Credit will be given only at the beginning of a school year.

O. Professional Dress

The parties agree that all teachers shall be groomed and dressed in a manner appropriate to their professional status. Inappropriate attire may include torn clothing or clothing with holes, t-shirts with explicit language and sweatpants or suits (except where appropriate for physical education programs).

**ARTICLE XXII**  
**IN-SERVICE PROGRAMS**

- A. The Board may institute “in-service” programs and require attendance thereat. Additionally, such programs may be proposed by any member(s) of the professional staff. Upon approval of any “in-service” program by the Board, the program will be funded from the educational budget. The Board or Superintendent of Schools shall schedule reasonable in-service training for teachers, after consultation with the Association.
- B. Upon request by the Association to the Superintendent of Schools, elementary school teachers may be permitted to utilize two (2) half-days for the purpose of parent conferences at such time as the Superintendent determines such conferences will be held. Days not so utilized will revert to the in-service program described in Section A above, but nothing in Sections A or B herein shall be construed as a guarantee of any in-service days.

The Association shall be required to file such request no later than October 1, and the Superintendent shall respond within fifteen (15) days thereafter.

**ARTICLE XXIII**  
**CONTINUING COMMITTEE**

The Board and the Association shall form a committee made up of representatives of the Board and the Association, with appropriate representation from the Administration, for the purpose of discussing items of mutual interest between the respective parties. It is expected that such committee will meet monthly October through May on the basis of agendas agreed upon by the parties.

**ARTICLE XXIV**  
**SEVERANCE PAY**

- A. The Board shall make a one-time lump sum payment of four thousand dollars (\$4,000) to

bargaining unit members who elect to retire during the term of this Agreement, subject to compliance with all of the following conditions:

1. The teacher must have completed a minimum of twenty (20) years of continuous employment as a teacher in New London's public schools.
2. The teacher must retire from the teaching profession and, after such retirement, must actually receive pension payments from the state teachers' retirement system.
3. The teacher must apply for the severance bonus in writing to the Superintendent not later than February 1 of the year prior to the commencement of the last full year of teaching.
4. The payment by the Board shall be made to the teacher in a lump sum during the month of September following retirement in compliance with the provisions set forth above.
5. The Board shall not be required to pay the severance payment to more than ten (10) teachers per year. In the event that more than ten (10) teachers who qualify for the payment apply before February 1 of a given year during this Agreement, the ten most senior applicants in terms of continuous teaching employment in the New London Public Schools shall receive the payment. However, the Board, in its sole discretion, may grant severance payments in accord with this Article to more than ten (10) eligible staff members per year.
6. A teacher may apply for the severance pay provided under this Article only one time.

**ARTICLE XXV**  
**MEDICAL INSURANCE COVERAGE FOR CERTAIN RETIRED**  
**CERTIFICATED STAFF FROM THE NEW LONDON PUBLIC SCHOOLS**

Teachers who retire and receive pension benefits under the Connecticut State Teachers' Retirement System will be eligible for post-retirement medical insurance coverage at teacher expense as provided by Sec. 10-183t of the Connecticut General Statutes. Retirees who continue coverage after retirement will be covered by the same insurance as active teachers.

Neither the Board of Education nor the Association shall be responsible in any way for any loss of coverage stemming from the failure of an eligible retired teacher to properly submit premium payments to continue the desired coverage.

**ARTICLE XXVI**  
**NONDISCRIMINATION**

In accordance with applicable law, both parties agree to continue their policies of not unlawfully discriminating against any unit member on the basis of race, color, religion, marital status, sex, national origin or other applicable unlawful discriminatory standard.


**ARTICLE XXVII**  
**DURATION**

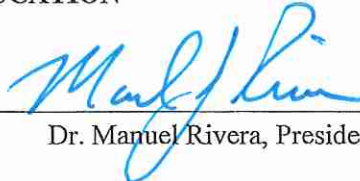
The foregoing, including appendices, represents the full Negotiated Agreement between the New London Education Association and the New London Board of Education for a three (3) year contract commencing with the beginning of the teacher work year in August, 2019, and terminating on August 31, 2022.

Dated at New London, Connecticut, this 28 day of February.

**NEW LONDON EDUCATION ASSOCIATION**

**NEW LONDON BOARD OF  
EDUCATION**

By:   
Richard Baez, President

By:   
Dr. Manuel Rivera, President

**APPENDIX A**  
**GRIEVANCE FORMS**

**INFORMAL PROCEDURE**

Article III, Section 4 of the NLEA-Board of Education Agreement contains a mandatory informal procedure that must be followed before a formal written grievance is filed. If a teacher feels s/he has a grievance, the matter must first be discussed informally with the Principal or designee or, where the supervisor is not the Principal, with the teacher's immediate supervisor or designee. The purpose of this informal procedure is to give the parties a chance to settle the problem without the need of filing a formal grievance.

If, after discussion at the informal level, the teacher is not satisfied with the informal attempts to resolve the matter, s/he shall have the right to file a grievance in writing.

Note that the person with whom the teacher meets to informally discuss the problem or presents a formal grievance at Step One cannot be an NLEA bargaining unit member.

Since it is important that grievances be processed as rapidly as possible, the informal discussions must take place within the 21 day period for filing of a formal grievance. Under the contract, the 21 day filing period begins to run on the day the teacher knew or should have known of the events or condition on which the grievance is based. The 21 day period for filing of a formal written grievance at Step One is designed to give the teacher and the Principal/Supervisor time to discuss the matter informally so that the teacher will still have time to file a formal grievance within the 21 day period.



**FORMAL GRIEVANCE PRESENTATION**

**STEP ONE – PRINCIPAL OR OTHER IMMEDIATE SUPERVISOR**

(Formal grievance must be filed with the Principal or the immediate supervisor if not the Principal within 21 days after the occurrence of the act or event gave rise to the grievance. The Agreement requires that the grievance be in writing. Article III, sec.2(a) defines a grievance as an alleged violation, misapplication, or misinterpretation of a specific section of this Agreement or of any written Board Policy. The grievant and the Principal or other immediate supervisor must meet to review the grievance within 15 school days starting with the date of filing. A written response to the grievance must be prepared by the Principal/Supervisory within 10 school days of the date of the meeting).

AGGRIEVED PERSON \_\_\_\_\_

DATE GRIEVANCE FILED AT STEP ONE \_\_\_\_\_

STATEMENT OF GRIEVANCE (must identify contract or policy section(s) alleged to have been violated)

DATE OF STEP ONE MEETING \_\_\_\_\_

DECISION OF PRINCIPAL OR OTHER IMMEDIATE SUPERVISOR AT STEP ONE:

\_\_\_\_\_  
Signature of Principal or other  
Immediate Supervisor

\_\_\_\_\_  
Date

**FORMAL GRIEVANCE PRESENTATION**

STEP TWO

REVIEW BY SUPERINTENDENT OF SCHOOLS

(Must be filed with Superintendent by grievant within FIVE SCHOOL DAYS after receipt of the decision of the Principal or Supervisor at Step One. The Superintendent or his/her designee must meet with the grievant within 15 school days starting with the date the grievance is filed with the Superintendent at Step Two, and the Superintendent must respond to the grievance in writing within 15 school days following the grievance meeting.)

AGGRIEVED PERSON \_\_\_\_\_

DATE GRIEVANCE FILED WITH SUPERINTENDENT OF SCHOOLS \_\_\_\_\_

DATE MEETING HELD BY SUPERINTENDENT \_\_\_\_\_

DECISION OF SUPERINTENDENT AT STEP TWO:

DATE OF DECISION \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

**FORMAL GRIEVANCE PRESENTATION**

STEP THREE

**PROCEDURE IF GRIEVANCE IS TO BE APPEALED TO ARBITRATION**

(Grievances that involve the interpretation, meaning, or application of a provision or provisions of this Agreement may be appealed to arbitration by the NLEA. Grievances involving Board Policy may only be processed only through Step Three and shall not be arbitrable. If the grievant is not satisfied with the disposition of the grievance at the Board of Education Level (Step Three) s/he must, within five school days after receipt of the Board decision, request that the Association submit the grievance to arbitration. The NLEA shall review the request and, within five school days, make a determination as to whether to invoke arbitration. If the NLEA determines to appeal the grievance to arbitration, a written demand for arbitration must be submitted to the American Arbitration Association within five school days of receipt of the grievant's request for arbitration. Thus, the NLEA must submit a written demand for arbitration to the AAA within 10 school days of receipt by the grievant of the Board decision.)

DATE OF SUPERINTENDENT'S DECISION \_\_\_\_\_

DATE GRIEVANT REQUESTED NLEA TO INVOKE ARBITRATION \_\_\_\_\_

DATE OF FILING WITH AAA OF WRITTEN ARBITRATION DEMAND \_\_\_\_\_

\_\_\_\_\_  
Signature of NLEA Representative

\_\_\_\_\_  
Date

**APPENDIX B**

**NEW LONDON BOARD OF EDUCATION**

**TEACHERS' SALARY SCHEDULE  
2019-2020**

<b>STEP</b>	<b>BACHELOR</b>	<b>MASTER</b>	<b>6TH YR</b>	<b>7TH YR</b>	<b>PHD</b>
1	\$44,102	\$49,313	\$53,594	\$55,454	\$66,433
2	\$44,874	\$50,083	\$54,366	\$56,225	\$67,206
3	\$45,645	\$50,853	\$55,131	\$56,993	\$67,976
4	\$46,412	\$51,625	\$55,881	\$57,765	\$68,744
5	\$48,067	\$54,602	\$57,966	\$59,833	\$70,851
6	\$49,733	\$57,599	\$60,373	\$62,252	\$72,970
7	\$51,404	\$60,620	\$63,404	\$65,283	\$75,062
8	\$53,090	\$63,662	\$66,452	\$68,340	\$77,247
9	\$54,787	\$66,720	\$69,523	\$71,416	\$79,412
10	\$56,778	\$69,797	\$72,614	\$74,512	\$81,686
11	\$58,769	\$72,903	\$75,723	\$77,629	\$83,774
12	\$60,786	\$75,965	\$78,726	\$80,634	\$85,897
13	\$62,804	\$78,262	\$81,048	\$82,987	\$88,021
14	\$65,012	\$80,560	\$83,369	\$85,340	\$90,144
15	\$66,834	\$82,857	\$85,690	\$87,693	
16	\$68,656				
17	\$70,479				

**TWELVE (12)-MONTH TEACHER:**

The salary for a twelve (12)-month teacher shall be calculated using the following multiplier:

Base salary on the Teachers' Salary Schedule divided by the number of work days for members of the Teachers' bargaining unit (one hundred eighty-five (185) days) multiplied by the work year of a twelve (12) month teacher (two hundred twenty-four (224) days) as set forth in Article V.A.2.

**APPENDIX B**

**NEW LONDON BOARD OF EDUCATION**

**TEACHERS' SALARY SCHEDULE**

**2020-2021**

<b>STEP</b>	<b>BACHELOR</b>	<b>MASTER</b>	<b>6TH YR</b>	<b>7TH YR</b>	<b>PHD</b>
1	\$44,102	\$49,313	\$53,594	\$55,454	\$66,433
2	\$44,874	\$50,083	\$54,366	\$56,225	\$67,206
3	\$45,645	\$50,853	\$55,131	\$56,993	\$67,976
4	\$46,412	\$51,625	\$55,881	\$57,765	\$68,744
5	\$48,067	\$54,602	\$57,966	\$59,833	\$70,851
6	\$49,733	\$57,599	\$60,373	\$62,252	\$72,970
7	\$51,404	\$60,620	\$63,404	\$65,283	\$75,062
8	\$53,090	\$63,662	\$66,452	\$68,340	\$77,247
9	\$54,787	\$66,720	\$69,523	\$71,416	\$79,412
10	\$56,778	\$69,797	\$72,614	\$74,512	\$81,686
11	\$58,769	\$72,903	\$75,723	\$77,629	\$83,774
12	\$60,786	\$75,965	\$78,726	\$80,634	\$85,897
13	\$62,804	\$78,262	\$81,048	\$82,987	\$88,021
14	\$65,012	\$80,560	\$83,369	\$85,340	\$91,496
15	\$66,834	\$84,100	\$86,976	\$89,008	
16	\$68,656				
17	\$71,536				

Teachers who are not at maximum and are eligible for step advancement shall move up one step on the schedule from their 2019-20 step.

**TWELVE (12)-MONTH TEACHER:**

The salary for a twelve (12)-month teacher shall be calculated using the following multiplier:

Base salary on the Teachers' Salary Schedule divided by the number of work days for members of the Teachers' bargaining unit (one hundred eighty-five (185) days) multiplied by the work year of a twelve (12) month teacher (two hundred twenty-four (224) days) as set forth in Article V.A.2.

**APPENDIX B**

**NEW LONDON BOARD OF EDUCATION**

**TEACHERS' SALARY SCHEDULE**

**2021-2022**

<b>STEP</b>	<b>BACHELOR</b>	<b>MASTER</b>	<b>6TH YR</b>	<b>7TH YR</b>	<b>PHD</b>
1	\$44,102	\$49,313	\$53,594	\$55,454	\$66,433
2	\$44,874	\$50,083	\$54,366	\$56,225	\$67,206
3	\$45,645	\$50,853	\$55,131	\$56,993	\$67,976
4	\$46,412	\$51,625	\$55,881	\$57,765	\$68,744
5	\$48,067	\$54,602	\$57,966	\$59,833	\$70,851
6	\$49,733	\$57,599	\$60,373	\$62,252	\$72,970
7	\$51,404	\$60,620	\$63,404	\$65,283	\$75,062
8	\$53,090	\$63,662	\$66,452	\$68,340	\$77,247
9	\$54,787	\$66,720	\$69,523	\$71,416	\$79,412
10	\$56,778	\$69,797	\$72,614	\$74,512	\$81,686
11	\$58,769	\$72,903	\$75,723	\$77,629	\$83,774
12	\$60,786	\$75,965	\$78,726	\$80,634	\$85,897
13	\$62,804	\$78,262	\$81,048	\$82,987	\$88,021
14	\$65,012	\$80,560	\$83,369	\$85,340	\$92,960
15	\$66,834	\$85,446	\$88,367	\$90,432	
16	\$68,656				
17	\$72,680				

Teachers who are not at maximum and are eligible for step advancement shall move up one step on the schedule from their 2017-18 step.

**TWELVE (12)-MONTH TEACHER:**

The salary for a twelve (12)-month teacher shall be calculated using the following multiplier:

Base salary on the Teachers' Salary Schedule divided by the number of work days for members of the Teachers' bargaining unit (one hundred eighty-five (185) days) multiplied by the work year of a twelve (12) month teacher (two hundred twenty-four (224) days) as set forth in Article V.A.2.

**APPENDIX C**

**FRINGE BENEFITS**

**I. HEALTH INSURANCE OPTIONS**

Employees who are eligible for group health insurance shall be eligible to receive health insurance benefit coverage under the Connecticut State Partnership Plan.

Effective July 1, 2020, the premium cost sharing for the Health Insurance Plan shall be twenty percent (20%)

Effective July 1, 2021, the premium cost sharing for the Health Insurance Plan shall be twenty-one percent (21%)

**II. DENTAL PLAN**

Teachers eligible for Board provided group health insurance may elect coverage under the Connecticut State Partnership Dental Plan for themselves and eligible dependents.

**III. OTHER FRINGE BENEFITS**

- a. One hundred percent (100%) of a seventy five thousand dollars (\$75,000) Life Insurance Policy.

This policy shall remain in effect throughout the term of the contract.

- b. The New London Board of Education shall have full rights of subrogation in any proceeding involving a teacher in which the teacher claims or receives as part of a court judgment or out-of-court settlement reimbursement for lost salary or wages covering periods during which the teacher received full or partial payments by the Board of Education. In instances where subrogation rights of the Board are successfully exercised, no deduction from a teacher's accumulated sick leave shall be made for days on which the teacher was absent and for which the Board receives reimbursement under this section.

- c. The Board of Education shall have the right to change insurance carriers in order to provide the insurance coverage's set forth above, provided that there shall be no reduction or diminution in the above coverage and no increase in expense to any bargaining unit members, and provided further that coverages which result from change in carriers are at least equal to the coverages which result from change in carriers are at least equal to the coverages described above, in terms of coverage, benefits, and administration.

The President of the Association shall be notified in writing within thirty (30) days of any intention to change carriers and shall have a reasonable opportunity to review the proposed changes. Should the Association and the Board disagree that the changes proposed will provide coverages at least equal to the coverages, benefits, and administration described above at no additional cost to staff members, the disagreement(s) shall be subject to impartial arbitration as set forth in Article II of this Agreement, preferably before an arbitrator with experience in insurance matters. Such arbitration shall be expedited under the Rules of the American Arbitration Association for expedited arbitration, and no change shall be made until the arbitrator has rendered her/his award.

#### **IV. INSURANCE WAIVER**

Members of the bargaining unit who are eligible for insurance coverage under this section may voluntarily elect to waive such coverage, in whole or in part, provided that such waiver does not conflict with the rules regulations or requirements of the appropriate insurance carrier(s).

Teachers electing such a waiver shall receive cash payments from the New London Board of Education in an amount equal to 25 percent (25%) of the insurance cost which would have been charged to the Board on their behalf had the insurance coverage not been waived.

In order to exercise this waiver option, teachers must apply in writing to the Superintendent of Schools not later than June 20 in any year covered by this Agreement with such waiver to be effective the following September 1. All waiver applications must be completely voluntary on the part of the staff member and must be accompanied by a signed waiver of coverage document acceptable to the Board of Education. If the waiver application is acceptable to the applicable insurance carrier(s), it shall be effective as of September 1 and shall remain in effect until revoked as provided below. Teachers whose waiver applications are acceptable to the applicable insurance carrier(s) shall receive quarterly cash payments from the New London Board of Education in September, November, February and June.

There shall be an annual open enrollment window of May 20 - June 20 of each year. At this time an employee may choose to reinstate or waive his/her insurance for the fiscal year commencing September 1.

There shall be no reinstatements other than the May 20 - June 20 period, however, there shall be no lapse of coverage if an employee rescinds his/her waiver due to:

- 1) Coverage was waived by the employee because another group health



insurance plan provided coverage for the employee; and

- 2) Coverage is lost under that plan due to employment termination, death of a spouse, or divorce; and
- 3) The employee applies for coverage under this contract within thirty (30) days after the loss of coverage under the other plan.

All such reinstatements shall be subject to all requirements of the applicable carrier(s), including, but not limited to, any mandatory waiting periods.

This and all future language contained within this section shall conform with all applicable State and Federal COBRA laws.

**APPENDIX D**  
**SUPERVISORY, SPECIAL AND RELATED PERSONNEL**

	<b><u>2019-20</u></b>	<b><u>2020-21</u></b>	<b><u>2021-22</u></b>
	<b><u>Differential</u></b>	<b><u>Differential</u></b>	<b><u>Differential</u></b>
Department Heads	\$2996	\$2996	\$2996
Department Chairperson PT	\$7037	\$7037	\$7037
*Teacher/Dean of Students (Part-time)			
**Director of Guidance	\$3324	\$3324	\$3324
<u>Guidance Counselors</u>			
***Secondary	\$1975	\$1975	\$1975
****Adult Education		(Salary Adjustment)	
Homebound Teacher (per Hour)	\$26.82	\$26.82	\$26.82

\*\*\*\*\*Travel (per mile)

\*The Board and the Association agree that the salary for the position of Teacher/Dean of Students (Part-time)-will be forty three (43%) percent of the difference between the salary of Dean of Students and the Teacher's salary on the salary schedule.

\*\* Work year of Director of Guidance is two hundred ten (210) work days. Compensation will be in addition to base salary and differential. Ten percent (10%) of base salary and differential for each year of this contract.

\*\*\*The difference paid to Guidance Counselors is for five (5) additional days immediately preceding the beginning of school and five (5) additional days following the close of school for teachers. Should the Board reduce said additional days or eliminate them entirely during the life of this contract, it is understood that there will not be a reduction in the paid differential. Sick leave and other approved leave shall be administered in accordance with past practice.

\*\*\*\*The differential (in addition to base salary) for the Guidance Counselor for Adult Education shall be calculated using the following multiplier: base salary on the Teachers' Salary Schedule multiplied by the number of work days required for the position of Guidance Counselor for Adult Education divided by the number of work days for members of the Teachers' bargaining unit set forth in Article V.A.2.

\*\*\*\*\* Travel - In accordance with Board Policy

**SUPERVISORY, SPECIAL AND RELATED PERSONNEL (continued)**

	<b><u>2016-2017</u></b> <b><u>Differential</u></b>	<b><u>2017-2018</u></b> <b><u>Differential</u></b>	<b><u>2018-2019</u></b> <b><u>Differential</u></b>
<b><u>OTHER - ELEMENTARY</u></b>			
Elementary Head Teachers	\$2,996	\$2,996	\$2,996
<b><u>OTHER – HIGH SCHOOL</u></b>			
Academic Support Program			
Coordinator (3)	\$2,057	\$2,057	\$2,057
Audio-Visual Coordinator	\$1,203	\$1,203	\$1,203
Band, Dance & Marching	\$1,901	\$1,901	\$1,901
Band, Marching Assistant (2)	\$1,371	\$1,371	\$1,371
Baton, Flags & Marching	\$ 951	\$ 951	\$ 951
Detention Center Supervisor	\$2,219	\$2,219	\$2,219
Dramatics Assistant	\$1,530	\$1,530	\$1,530
Dramatics Director (HS)	\$2,854	\$2,854	\$2,854
Dramatics Producer	\$1,331	\$1,331	\$1,331
Faculty Manager			
Farm to School Pilot Program Teacher Leader	\$1,000	\$1,000	\$1,000
Freshman Class Advisor	\$ 610	\$ 610	\$ 610
Junior Class Advisor	\$1,054	\$1,054	\$1,054
Service Club Advisor	\$1,665	\$1,665	\$1,665
Literary Magazine Advisor	\$1,442	\$1,442	\$1,442
Multicultural Club Advisor	\$2,107	\$2,107	\$2,107
National Honor Society Advisor	\$1,371	\$1,371	\$1,371
Newspaper Advisor	\$1,530	\$1,530	\$1,530
Peer Counseling Advisor	\$2,107	\$2,107	\$2,107
Public Relations Director	\$1,109	\$1,109	\$1,109
Senior Class Activities Director	\$1,665	\$1,665	\$1,665
Sophomore Class Advisor	\$ 610	\$ 610	\$ 610
Stepping Team Advisor	\$1,097	\$1,097	\$1,097
Student Activities Assistant	\$ 184	\$ 184	\$ 184
Student Activities Director	\$1,107	\$1,107	\$1,107
Student Council Advisor	\$1,553	\$1,553	\$1,553
Yearbook Advisor	\$2,219	\$2,219	\$2,219
Youth In Government Advisor	\$ 777	\$ 777	\$ 777
<b><u>HOURLY – OTHER</u></b>			
Delivery of Instruction	\$40.00	\$40.00	\$40.00
Attending Summer Professional Development And engaging in Curriculum Writing or any other Non-academic extracurricular activities not paid by Stipend	\$35.00	\$35.00	\$35.00

**SUPERVISORY, SPECIAL AND RELATED PERSONNEL (continued)**

	<b><u>2019-2020</u></b>	<b><u>2020-2021</u></b>	<b><u>2021-2022</u></b>
	<b><u>Differential</u></b>	<b><u>Differential</u></b>	<b><u>Differential</u></b>
<b><u>HIGH SCHOOL VARSITY SPORTS</u></b>			
Baseball, Assistants	\$3,061	\$3,061	\$3,061
Baseball, Freshman Coach	\$2,439	\$2,439	\$2,439
Baseball, Head Coach	\$4,602	\$4,602	\$4,602
Basketball, Assistant, Boys'	\$3,104	\$3,104	\$3,104
Basketball, Assistant, Girls'	\$3,104	\$3,104	\$3,104
Basketball, Freshman Coach Boys'	\$2,439	\$2,439	\$2,439
Basketball, Freshman Coach Girls'	\$2,439	\$2,439	\$2,439
Basketball, Head Coach, Boys'	\$4,936	\$4,936	\$4,936
Basketball, Head Coach, Girls'	\$4,936	\$4,936	\$4,936
Cheerleading, (Fall)	\$2,626	\$2,626	\$2,626
Cheerleading, (Winter)	\$2,899	\$2,899	\$2,899
Cross Country, Assistant	\$1,846	\$1,846	\$1,846
Cross Country, Head Coach	\$2,854	\$2,854	\$2,854
Dance Team Coach (Winter)	\$2,626	\$2,626	\$2,626
Dance Team Coach (Fall)	\$2,899	\$2,899	\$2,899
Football, Assistants (5)	\$3,106	\$3,106	\$3,106
Football, Head Coach	\$4,936	\$4,936	\$4,936
Golf Coach	\$2,520	\$2,520	\$2,520
Soccer, Assistant, Boys'	\$2,771	\$2,771	\$2,771
Soccer, Assistant, Girls'	\$2,771	\$2,771	\$2,771
Soccer, Head Coach, Boys'	\$4,304	\$4,304	\$4,304
Soccer, Head Coach, Girls'	\$4,304	\$4,304	\$4,304
Softball, Assistant	\$3,061	\$3,061	\$3,061
Softball, Head Coach	\$4,438	\$4,438	\$4,438
Strength Conditioning Coach (each of 3 seasons)	\$3,513	\$3,513	\$3,513
Swimming, Assistant	\$2,142	\$2,142	\$2,142
Swimming, Head Coach, Boys'	\$3,989	\$3,989	\$3,989
Swimming, Head Coach, Girls'	\$3,989	\$3,989	\$3,989
Tennis Assistant, Boys'	\$2,256	\$2,256	\$2,256
Tennis Assistant, Girls'	\$2,256	\$2,256	\$2,256
Tennis Head Coach, Boys'	\$3,160	\$3,160	\$3,160
Tennis Head Coach, Girls'	\$3,160	\$3,160	\$3,160
Track, Assistant, Boys'	\$2,771	\$2,771	\$2,771
Track, Assistant, Girls'	\$2,771	\$2,771	\$2,771
Track, Head Coach, Boys'	\$3,992	\$3,992	\$3,992
Track, Head Coach, Girls'	\$3,992	\$3,992	\$3,992
Track, Indoor Coach	\$2,385	\$2,385	\$2,385
Track, Indoor Assistant Coach	\$1,655	\$1,655	\$1,655
Volleyball, Head Coach (FY 05)	\$4,304	\$4,304	\$4,304
Wrestling, Assistant	\$2,771	\$2,771	\$2,771

**SUPERVISORY, SPECIAL AND RELATED PERSONNEL (continued)**

Wrestling, Head Coach	\$4,101	\$4,101	\$4,101
-----------------------	---------	---------	---------

	<u>2019-2020</u> <u>Differential</u>	<u>2020-2021</u> <u>Differential</u>	<u>2021-2022</u> <u>Differential</u>
<b><u>MIDDLE SCHOOL STUDY BODY</u></b>			
<b><u>ACTIVITIES</u></b>			
Activity Director	\$2,310	\$2,310	\$2,310
Detention Center Supervisor	\$2,219	\$2,219	\$2,219
Drama Director	\$2,085	\$2,085	\$2,085
Intramurals (5)	\$ 871	\$ 871	\$ 871
Newspaper Advisor	\$1,068	\$1,068	\$1,068
Student Council Advisor	\$ 831	\$ 831	\$ 831
<b><u>MIDDLE SCHOOL SPORTS</u></b>			
Yearbook Advisor	\$1,109	\$1,109	\$1,109
Athletics, Director of	\$3,886	\$3,886	\$3,886
Basketball, Assistant Boys'	\$1,063	\$1,063	\$1,063
Basketball, Assistant Girls'	\$1,063	\$1,063	\$1,063
Basketball, Head Coach Boys'	\$2,751	\$2,751	\$2,751
Basketball, Head Coach Girls'	\$2,751	\$2,751	\$2,751
Cheerleading, Fall	\$1,349	\$1,349	\$1,349
Cross Country Boys'	\$1,640	\$1,640	\$1,640
Cross Country Girls'	\$1,640	\$1,640	\$1,640
Soccer, Head Coach Boys'	\$2,085	\$2,085	\$2,085
Soccer, Head Coach Girls'	\$2,085	\$2,085	\$2,085
Softball	\$1,640	\$1,640	\$1,640
Track, Boys'	\$1,640	\$1,640	\$1,640
Track, Girls'	\$1,640	\$1,640	\$1,640
Track, Boys'/Girls'	\$1,640	\$1,640	\$1,640
Wrestling Assistant	\$1,483	\$1,483	\$1,483
Wrestling Head Coach	\$2,085	\$2,085	\$2,085
<b><u>HOURLY – OTHER</u></b>			
Delivery of Instruction	\$40.00	\$40.00	\$40.00
Attending Summer Professional Development and engaging in Curriculum Writing or any other Non- academic extracurricular activities not paid by Stipend	\$35.00	\$35.00	\$35.00