



CITY OF DANBURY

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December 22, 2011

Hon. Members of the City Council
155 Deer Hill Avenue
Danbury, CT 06810

RE: Danbury Board of Education and NEA, Danbury Teachers
2012-2014 Collective Bargaining Agreement/Action Thereon

Dear Council Members:

As you are aware, the Danbury Board of Education (BOE) and the NEA/Danbury Teachers Association reached an Agreement governing the terms and conditions of employment for the period July 1, 2012 through June 30, 2014. In accordance with Connecticut statute, the Agreement becomes binding upon the passage of thirty (30) days from the date the Agreement was filed in the office of the Town Clerk, unless you act to reject said Agreement within that period of time at a regular or a special meeting called for that purpose. The Agreement was filed in the office of the Town Clerk on December 8, 2011.

According to BOE Administration Officials, the impact to the BOE budget is \$400,000 in year one and \$800,000 in year two.

Sincerely,

Mark D. Boughton,
Mayor

cc: David St. Hilaire, Director of Finance
Sal V. Pascarella, Ed.D., Superintendent of Schools



AGREEMENT
BETWEEN
DANBURY BOARD OF EDUCATION
AND
NEA - DANBURY
2012-2014

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AGREEMENT
BETWEEN
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AND
NEA - DANBURY
2012-2014

TABLE OF CONTENTS

Preamble 1

ARTICLE I GENERAL..... 1

ARTICLE II RECOGNITION..... 3

ARTICLE III APPENDICES 4

ARTICLE IV HOLIDAYS AND TEACHER LOAD..... 4

ARTICLE V TEACHER DUTIES 5

ARTICLE VI CLASS SIZE..... 8

ARTICLE VII TEACHER FACILITIES 9

ARTICLE VIII ASSIGNMENT OF PERSONNEL..... 10

ARTICLE IX TRANSFER OF TEACHERS 11

ARTICLE X EXCHANGE TEACHERS..... 12

ARTICLE XI REDUCTION IN STAFF..... 13

ARTICLE XII PROMOTION TO BARGAINING UNIT POSITIONS SEPARATE FROM
THE TEACHERS' SALARY SCHEDULE 15

ARTICLE XIII PROTECTION OF TEACHERS..... 15

ARTICLE XIV LEAVES OF ABSENCE..... 17

ARTICLE XV GRIEVANCE PROCEDURE..... 23

ARTICLE XVI POLICIES AND REGULATIONS 26

ARTICLE XVII HEALTH INSURANCE AND RETIREMENT BENEFITS..... 26

ARTICLE XVIII SALARIES..... 31

ARTICLE XIX TUITION PAYMENTS..... 37

ARTICLE XX SALARY DEDUCTIONS..... 37

ARTICLE XXI <u>NEGOTIATION OF SUCCESSOR AGREEMENT</u>	39
ARTICLE XXII <u>THE CONSULTATION PROCEDURE</u>	39
ARTICLE XXIII <u>DISTRICT DEVELOPMENT COUNCIL</u>	40
ARTICLE XXIV <u>STUDENT TEACHER - OBSERVER ASSIGNMENTS</u>	41
ARTICLE XXV <u>DURATION</u>	41
APPENDIX B-1 <u>SALARY SCHEDULE 2012-2013</u>	44
APPENDIX B-2 <u>SALARY SCHEDULE 2013-2014</u>	47
APPENDIX D <u>PROFESSIONAL DUES AND AUTHORIZATION CARDS</u>	48
APPENDIX E	50
APPENDIX F.....	52
APPENDIX G <u>HOURS FOR COACHING AND EXTRA CURRICULAR ACTIVITIES</u>	53
<u>INTERSCHOLASTICS</u>	54
HEALTH PLAN.....	55
<u>Memorandum of Understanding</u>	58
<u>Memorandum of Agreement</u>	59

Preamble

This Agreement is made and entered into on this 1st day of July, 2012 by and between the DANBURY BOARD OF EDUCATION (hereinafter referred to as the "Board") and THE NATIONAL EDUCATION ASSOCIATION in Danbury (hereinafter referred to as the "Association") affiliated with the Connecticut Education Association and the National Education Association.

ARTICLE I

GENERAL

A. This Agreement is negotiated pursuant to applicable provisions of the General Statutes in order (a) to fix for its term the salaries and other conditions of employment provided herein, and (b) to encourage and abet effective and harmonious working relationships between the Board and Teachers in order that the cause of public education may be best served in Danbury.

B. The Board and the Association recognize the importance of orderly, just and expeditious resolution of issues which may arise out of those provisions of this Agreement dealing with salaries and conditions of employment and, accordingly, agree herein upon a grievance procedure for the effective processing of such disputes, which procedure is hereinafter fully described.

C. The Board and the Association accept the provisions of this Agreement as cooperative commitments which they will in good faith honor, support and seek to fulfill, subject to the financial ability of the respective parties to perform under the provisions of governing law.

D. The Board and the Association recognize the importance of responsible participation by the entire Professional Staff in the educational process, planning, development and growth. To this end they agree to maintain communication to inform about programs, to guide in development and to assist in planning and growth either by committee, individual consultation or designated representatives.

E. Subject to applicable provisions of the General Statutes, the Board agrees not to negotiate with any Teachers' organization other than the Association for the duration of this Agreement. Except for such negotiations, the Board shall be free to communicate with Teachers or their representatives, or any other persons, individually or by group, for whatever purpose the Board may seem desirable in the discharge of its responsibilities.

F. Although reference is made to the Board or the Association as such, each reserves the right to continue to act as a whole, by committee, by designated representatives or by individual member. Designated representatives may be professional

and not necessarily of the membership. Each party will provide to the other, upon request, satisfactory evidence or documentation (such as minutes or resolutions) of authority to act.

G. This Agreement shall constitute the policy of the Board and the Association in the subject areas covered by the Agreement for the duration of this Agreement unless changed by mutual consent of the parties to this Agreement. Such mutually consented to change shall be in writing. Previously adopted policies, rules or regulations in conflict with this Agreement are superseded by this Agreement.

However, nothing in this Agreement which changes pre-existing Board policy will have retroactive applicability or operation.

H. Subject to the provisions of this Agreement, the Board and the Superintendent reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the School Department of the City of Danbury and its professional staff under governing law, ordinances, rules and regulations - Municipal, State and Federal. In all matters under this Agreement calling for the exercise of judgment or discretion on the part of the Board, the decision of the Board shall be final and binding, except where some standard of grievability is set forth in this Agreement and may apply.

I. Nothing in this Agreement shall in any way limit or contravene the authority of any Municipal, State or Federal board, commission, agency or other governmental body.

J. The Superintendent and the President of the Association or their respective representatives shall meet at least once a month during the school year to discuss matters of educational policy as well as matters which fall within the scope of this Agreement.

K. (1) During the terms of this Agreement, the Association agrees that neither the Association nor any Teacher shall be in an effort to effect a settlement of any disagreement with the Board engage in any strike or concerted refusal to render service.

(2) During the term of this Agreement, the Board agrees that neither it nor any of its employees shall cause any member of this unit to be prevented from carrying out their assigned duties, by unilaterally closing the schools.

L. All Articles and sections contained in this Agreement shall be implemented without regard to age, race, creed, color, religion, nationality, sex, sexual orientation, marital status, disability or any other basis prohibited by law.

M. The parties acknowledge that improvement in student learning will require an ongoing partnership between the Board and the Association, involving teachers, administrators and parents. The Board and the Association shall continue this professional dialog over student achievement, and the Board reserves the right to request

negotiations over modifications to this Agreement that will apply to one or more schools. Such negotiations shall commence upon the agreement of the Association, which shall not be unreasonably withheld, and such negotiations shall be conducted pursuant to Conn. Gen. Stat. § 10-153f(3). Whether a rejection by the Association of a Board request to negotiate was unreasonable shall be subject to the grievance procedure.

ARTICLE II

RECOGNITION

A. For the purposes of negotiations concerning salaries and all other conditions of employment pursuant to applicable provisions of the Connecticut General Statutes, the Board hereby recognizes the Association as the exclusive representative for the following certified professional employees of the Board who shall comprise the bargaining unit covered by this Agreement:

(1) those certified professional employees of the Board who are employed by the Board in positions requiring a teaching or other certificate and who are not excluded from the purview of sections 10-153a to 10-153g, inclusive of the General Statutes; and

(2) those employees assigned to teaching positions who hold a durational shortage area permit. All provisions of this Agreement shall apply to such employees except for the provisions of Article XI, Reduction in Staff.

B. The following employees of the Board are excluded from the bargaining unit described in A above: the Superintendent of Schools; associates Superintendent(s); assistant Superintendent(s); certified professional employees who act for the Board in negotiations with certified professional personnel or who are directly responsible to the Board for personnel relations or budget preparation; temporary substitute teachers; employees of the Board not specifically included in the units described in A (1) and (2) hereof; and all non-certified employees of the Board.

C. The Association agrees to represent equally all members of the bargaining unit described in A above without regard to membership or participation in or association with the activities of the Association or any other employee organization, and to continue to admit Teachers to membership without qualification other than their employment by the Board in a bargaining unit position and their tendering of the dues uniformly required as a condition of retaining membership in the Association.

D. The terms "Teacher" and "Superintendent" as used herein, shall be defined as follows:

(1) The term "Teacher" as used in this Agreement is hereby defined to mean only those certified professional bargaining unit employees of the Board described in A (1) above who are so employed as of the date of this Agreement and thereafter.

(2) The term "Superintendent" as used in this Agreement is hereby defined to mean the Superintendent of the Danbury Public Schools and/or his or her designee(s).

ARTICLE III

APPENDICES

All appendices attached to this Agreement are included as a part of this Agreement and are considered to have the same status as if they were included in the main body of the Agreement.

ARTICLE IV

HOLIDAYS AND TEACHER LOAD

A. Teacher Load.

(1) Academic subject area secondary school Teachers shall not be assigned more than five (5) teaching periods per day, except that such teachers may be assigned a sixth class as follows. Such opportunities shall be posted and assignment shall be made by the Superintendent, provided that when no volunteers apply, the least senior teacher shall be so assigned. When such an additional assignment is made, the Teacher shall be paid an additional one-seventh of the Teacher's current salary. Special subject area secondary school Teachers (e.g., art, music, physical education) may be assigned six (6) teaching periods per day, provided they are relieved from homeroom duties. Should the Board implement block scheduling, this and other affected provisions shall be subject to renegotiation in accordance with Conn. Gen. Stat. § 10-153f(e) prior to implementation.

(2) Secondary school Teachers shall not be required to teach more than two subjects or to have more than three teaching preparations within said subject or combination of subjects at any one time. Teachers without previous teaching experience or those who will be teaching in a discipline new to them, shall not be required to teach more than two subjects nor to have more than two teaching preparations within said subject or combination of subjects. In this reference, a preparation shall be defined as any of the following:

- (a) Among special areas within one discipline, i.e., U.S. History, Asian History, Geography, or Civics;
- (b) Levels within one discipline, i.e., English I, II, III, IV; and
- (c) Divisions among special areas and divisions among levels not to exceed three (3) (Honors or Advanced, Slow, all others).

In addition to a normal teaching program, a Teacher may be required to teach one limited enrollment course provided that the Teacher is relieved from study hall and homeroom obligations.

(3) Exceptions to the provisions of Sections A. (1) and A. (2) above, may be made only if the Superintendent determines that it is necessary to do so in the best interests of the educational process. The Association shall be notified in writing of each instance in which the Superintendent shall so determine. A disagreement over whether an exception is justified shall be subject to the Grievance Procedure and shall be initiated at Level Two thereof.

(4) Teacher participation in extra-curricular activities for which no additional compensation is paid shall be strictly voluntary.

B. Lunch and Planning Periods. (1) All Teachers shall have a duty-free lunch period of at least thirty (30) minutes.

(2) Secondary school Teachers shall be provided with five (5) preparation periods per week.

(3) All elementary Teachers shall be provided with five (5) preparation periods per week, for a total of one hundred fifty (150) minutes per week. In order to attain this goal, the regularly assigned Teacher may be absent from the classroom to prepare during the period when special Teachers in Art, Media, Music and Physical Education are providing instruction to the pupils to whom the regularly assigned Teacher is normally assigned.

(4) Whenever the Board is unable to provide the required preparation periods due to hardship (such as finance, unavailability of suitable substitutes, etc.) the provisions of the Grievance Procedure shall not apply.

ARTICLE V

TEACHER DUTIES

A. The normal (basic) Teacher's duties shall include:

“(1) All scheduled teaching assignments during the hours of the regular school day, together with such usual assignments as may be necessary in the areas of study hall, cafeteria supervision, homeroom assignment and special assignments in emergencies created by the absence of Teachers or by other circumstances of an unusual nature, as well as a combined total of thirty-five minutes before and/or after the conclusion of the student day as determined by consensus of the NEA-Danbury Representative Council Members and the administration at each school.

In the event consensus cannot be reached at a school site, the matter shall be referred to the Superintendent of Schools and the President of the NEA-Danbury who decision shall be final and binding. Any impasse at this level shall be resolved through the Arbitration Process as outlined in Article XV, Grievance Procedure, Section C(6)(b)(c) and (d) except the hearing and decision shall refer to the Superintendent of Schools and the President of the NEA-Danbury.

When a Teacher loses a Teachers preparation period as a result of an assignment for an emergency due to absence, and the Teacher is not provided another preparation period as a make-up within a reasonable period of time, the Teacher shall be compensated for such period at the rate of \$35.

(2) All activities relevant to the maintenance of good teaching and professional status, such as proper preparation for teaching, construction and correction of tests, evaluation of student, work, and extra help for students in need.

(3) All activities relating to the school and community which can be considered relevant to the development and maintenance of a good school program and a satisfactory public image, including activities such as staff meetings (whether departmental or school or system wide), conferences with parents, Education Week programs, student programs for student and adult audiences and open house programs.

(4) Where relevant, the administration will make every reasonable effort to divide equitably among the members of the staff the many varied and specific tasks and responsibilities which must be carried out in order to effectively maintain a total pattern of school life.

B. (1) Teachers shall be directly responsible to the Superintendent. Teachers shall discharge their duties in accordance with the policies and the Rules and Regulations of the Board and shall comply with the rules and instructions of the Superintendent. Such rules shall be written.

(2) Teachers shall be familiar with their duties and shall conform at all times to the rules and regulations regarding the routine of the school and the supervision of the pupils.

(3) Teachers shall keep accurate records including the providing of information for the Technology Department as to pupil attendance, a careful and accurate record of the pupils' subject grades, and such records as may be requested by the Superintendent.

(4) Teachers shall follow the courses of study and outlines as available and approved by the Board and shall adequately prepare lesson plans based upon them. Teachers shall confer frequently with the Superintendent to assure that their classes are progressing satisfactorily.

(5) Teachers shall be responsible for the proper care of all books and other school property committed to their charge and shall assist in keeping an inventory thereof and shall immediately report to the Superintendent any damage thereto.

(6) Teachers shall open and dismiss classes at times designated by the Superintendent and shall adhere strictly to the regulations concerning recesses, toilet privileges, lunch provisions and personal dismissals.

(7) All rooms shall be open for the reception of pupils fifteen minutes before the time of commencing the exercises. On cold or stormy days the rooms shall be open for the reception of pupils as soon as convenient.

(8) Teachers may detain pupils a reasonable length of time for disciplinary purposes or to give them assistance in their studies.

(9) Teachers shall provide an adequate opportunity over a reasonable period for pupils to make up deficiency caused by absence or neglect.

(10) Teachers shall punctually attend all meetings called by the Superintendent unless for satisfactory reasons the Teacher shall be excused. Teachers shall also cooperate with the Superintendent in the carrying out of any plans or programs for the improvement of instruction and shall attend such courses and lectures as the Superintendent or the Board shall direct, subject to the provisions for tuition payment and subsidization.

(11) Teachers shall not allow pupils to be harassed or interrupted in their work and no Teacher shall permit the pupil to be interviewed at the door except by parents, guardians or other accredited messengers. This permission shall be refused whenever the Teacher has any doubt concerning the sincerity of purpose of the caller.

(12) Teachers shall inform parents of the standing of children whose work is unsatisfactory or who are not meeting the standards for promotion or who are in danger of being retained or demoted subject to the established standards of the school.

(13) Teachers shall adhere to the Discipline Policies as set forth in Board Policy Statements.

C. Meetings.

(1) Teachers may be required to attend staff, operational or other meetings held after pupil dismissal. There shall be no more than three (3) such meetings in each month. Two (2) of these monthly meetings shall be building meetings and one (1) of these monthly meetings shall be a department meeting. These meetings shall begin no later than fifteen (15) minutes after the end of the teacher work day, and shall not exceed an hour in length. They shall be held on Monday or Tuesday when possible, with

Thursday used as a make-up day and with Wednesday reserved for Association business. The subject matter of these meetings shall be at the discretion of the Administration.

(2) Attendance at meetings other than building, departmental or staff meetings, such as PTA/PTO affairs, shall be at the option of the individual Teacher.

(3) Attendance at up to five (5) evening meetings per year is required as follows:

(a) One (1) evening in observance of American Education Week for open house.

(b) Two (2) evenings, one during each half of the school year, to be used for parent-teacher conferences.

(c) One (1) evening meeting may be scheduled at the discretion of the Superintendent.

(d) One (1) evening meeting may be scheduled at the discretion of the teachers of each school. The decision to have said meeting shall be determined by a vote of the Professional Staff at the building level. A $\frac{3}{4}$ majority in the affirmative of the teachers assigned to the building shall establish the meeting.

ARTICLE VI

CLASS SIZE

The following guidelines shall prevail whenever feasible subject to the circumstances which exist regarding facilities.

A. Elementary Schools

(1) When permanent facilities permit, no class group, pre-primary through six, shall have more than twenty-five (25) pupils.

(2) In order to insure Teacher effectiveness, special area Teachers (art, music, physical education) shall be limited to teaching a maximum of seven (7) classes per day. The total teaching time shall be no more than 260 minutes nor less than 240 minutes per day.

B. Secondary Schools

Except for the areas of Music, Physical Education and Driver Education:

(1) No regular class shall have more than thirty (30) students.

- (2) No Teacher shall, at any given time, have instruction responsibility, regardless of class size, for more than 130 students.

C. Special Education

The Board and the Association recognize the need under state and federal law to include students with disabilities in classes with their nondisabled peers to the maximum extent possible. Special education staff shall consult with teachers in whose classes such children shall be included prior to the placement of the children, and on an ongoing basis thereafter.

D. Special Area Teachers

In order to provide equal opportunity for all students in specialized areas of instruction (i.e., Music, Art, ESL, Physical Education, Guidance, Resource, Reading, Media, Social Worker, Speech Therapist) class or pupil loads should be equally distributed among the specialized staff within the school system's grade structure.

E. General

Modification for education purposes could apply in instance of:

- (1) split-grade classes
- (2) specialized classes
- (3) large group instruction
- (4) team teaching
- (5) experimental programs.

ARTICLE VII

TEACHER FACILITIES

A. The following facilities shall be provided for in each school building to the extent feasible in existing buildings, providing that no substantial capital investment is necessary, and in designing new buildings and rehabilitating existing buildings, the Board will suggest provisions for the following facilities in each such school building.

- (1) Space in each classroom for ample, secure storage of instructional materials and supplies.
- (2) A Teacher workroom 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 (said room to be in addition to the aforementioned Teachers' workroom).
- (4) Well-lighted and clean Teachers' rest rooms.
- (5) A system whereby Teachers can effectively and expeditiously communicate with the main office in the event of an emergency, such system to be staffed full time.
- (6) Parking space of adequate portion and convenient location at each school.

ARTICLE VIII

ASSIGNMENT OF PERSONNEL

- A. Teachers. (1) Teachers initially joining the Danbury School system shall receive their school assignment from the Superintendent's office.
- (2) Teachers already in the system shall receive notification of their teaching assignments for the ensuing school year not later than June 1 of the then current school year.
 - (3) Teachers shall be notified in writing of any changes in their teaching assignments and schedules, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes or assignments that they will have. In the event of a change in needs, circumstances or conditions such assignments may be changed as required to meet the situation.
 - (4) In order to assure that pupils are taught by Teachers working within their areas of competence, Teachers shall not be assigned, except in accordance with the regulations of the State Board of Education, to subjects and/or grades or other classes outside the scope of their teaching certificate.
 - (5) In the determination of assignments, the convenience and wishes of the Teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.

B. The Board may assign individual Teachers in certain assignments to begin and end their working day at different times for reasons related to their professional responsibilities, provided that the overall length of the Teacher's day shall not exceed the working day of regular classroom Teachers in the same school. Prior to making any such alternative assignments, the Superintendent or his/her designee shall confer with the Association regarding the assignment(s) and the Teachers potentially affected. The Superintendent or his/her designee shall then offer the alternative assignment to the

potentially-affected teachers on a voluntary basis and, if necessary, shall then make alternative assignment by inverse order of seniority.

ARTICLE IX

TRANSFER OF TEACHERS

A. Definitions

(1) Assignment shall mean a teacher's position within:

- a) A building, for building based positions
- b) A program, for program based positions

(2) Transfer shall mean movement from one building to another, or from one program to another.

B. Voluntary Transfers. (a) Teachers who desire to transfer shall file a written statement of such desire with the Director of Personnel not later than March 1 of the then current school year. Such statement shall include the grade and/or subject to which the Teacher desires to be assigned or the school or schools (in order of preference if the Teacher has preferences) to which he/she desires to be transferred.

(b) Any position that becomes open after June 1 shall be posted on the Danbury Public Schools website at least ten (10) days in advance. Teachers interested in applying for such positions shall indicate their interest by responding to the posting with an electronic application filed through the Danbury Public Schools Website. Qualified teachers who apply for positions through the above process shall be granted an interview for said positions.

(c) Teachers who desire a change in grade and/or subject assignment only shall notify the Principal, or immediate supervisor in case of program-based teachers in writing no later than March 1 of the then current school year.

C. Involuntary Transfers. (1) Teachers. (a) Although the Board and the Association recognize that some transfer of Teachers from one school to another is unavoidable, they also recognize that frequent transfer of Teachers is disruptive to the educational process and interferes with optimum performance.

(b) When it becomes necessary to transfer the Teachers in one or more of the Danbury Public Schools, and there is an insufficient number of volunteers, those who are involuntarily transferred shall be chosen on the basis of certification, length of service in the Danbury Public School System and the availability of a comparable assignment. (Extra-curricular activities shall not be considered.)

(c) An involuntary transfer shall be made only after a meeting between the Teacher involved and the Superintendent at which time the Teacher shall be notified of the reasons for the transfer. In the event that a Teacher objects to the transfer at this meeting, the Teacher will notify the Association, and the Superintendent will meet with the Association's representatives to discuss the transfer. If grievance is sought, it shall be initiated at Level Three.

(d) A list of open positions in other schools shall be made available to all Teachers being transferred, and preference shall be given in filling such positions on the basis of length of service in the Danbury School System.

(e) Teachers who have been involuntarily transferred to a different building will be notified of openings which may occur after reassignments have taken place and through the month of July, and for which they may wish to apply. Transfers in this category will not be permitted after August. Positions which may open during the school year shall be filled for the balance of the school year, with the Teacher filling the position so notified in writing, thus permitting those who have been involuntarily transferred to request, for the following year, a transfer in accordance with Section A. (1) (Voluntary Transfers, Teachers) of this Article.

(f) Involuntary transfer of a Teacher in one or more of the Danbury Public Schools for reasons other than reduction in force shall be permitted for reasonable cause as demonstrated by the specific needs of the system. Such an involuntary transfer shall be made only after a meeting between the Teacher involved and the Superintendent at which time the Teacher shall be notified of the reasons for the transfer. In the event that a teacher objects to the transfer at this meeting, the Teacher will notify the Association, and the Superintendent will meet with the Association's representatives to discuss the transfer. If grievance is sought, it shall be initiated at Level Three.

D. General. Notice of transfer shall be given to the Teacher as soon as practicable and under normal circumstances, not later than June 1.

ARTICLE X

EXCHANGE TEACHERS

In any one year, up to one percent (1%) of the Teachers may be exchanged for teachers from some other school administration district in the United States or in a foreign country. Such exchange shall be initially recommended by the Superintendent to the Board which shall be entered into between the governing bodies of the school administrative districts concerned and shall include, among other appropriate provisions and requirements, provisions for:

(1) A written acceptance of the reciprocal agreement on the part of the teachers entering into the exchange.

(2) A certificate of good mental and physical health on the part of both teachers.

(3) An exchange of credentials and recommendations between the officials of the schools involved.

(4) All exchange arrangements to be for a period of one year.

(5) The Board to continue the exchange teacher in the Danbury School System on regular salary status.

(6) All rights and privileges of the Danbury Teacher to continue in effect during the exchange period.

ARTICLE XI

REDUCTION IN STAFF

A. The Board recognizes that in meeting its statutory obligations to maintain good public elementary and secondary schools it must provide certified staff in such numbers as to meet the educational interests of the State and City of Danbury. However, recognizing that it may become necessary to reduce the number or type of staff positions under certain conditions, this Article will provide a fair and orderly process to govern the necessary reduction.

B. The Board shall have the sole and exclusive prerogative to eliminate staff positions consistent with the provisions of state statute. Elimination of staff positions may result from decrease in student enrollment, revisions in curricula, program modifications, consolidation of existing positions or other circumstances determined by the Board.

C. If the Board is contemplating a reduction in staff, it will so notify the Association. At the time of notice to the Association, the Board shall provide to the Association the specific positions to be affected, the proposed time schedule and the reasons for the action.

(1) Prior to the commencing action to terminate contracts, the Board will consider its ability to effectuate position elimination and/or reduction in staff through:

- (a) voluntary retirements
- (b) voluntary resignations
- (c) transfer of existing staff members

(d) voluntary leaves of absence

(2) In the event that the Board decides to terminate Teachers, the Board will take into account the following criteria when determining the qualifications of those employees under consideration for termination:

- (a) area of certification
- (b) length of service in Danbury
- (c) evaluations
- (d) needs of the system

After the above criteria have been taken into account the Board may consider additional criteria based upon the needs of the school system as determined by the Board. Nothing herein will be construed as to limit the Board's rights under Section 10-151 (a) and (b) of the General Statutes. If a Teacher served 120 continuous school days in the same assignment as a substitute immediately prior to service under a regular contract, that service shall be counted in calculating length of service for the purposes of this Article.

(3) If a contract is terminated because of elimination of position, the name of that person shall be placed on a reappointment list and remain on such list for a period of three years. If a comparable position, in both salary and certification, becomes vacant during such period, the Superintendent must select a person on the recall list in the reverse order of termination. The individual will be notified in writing by registered mail, sent to the last address the individual has supplied (on the appropriate form) to the Personnel Office at least thirty (30) calendar days prior to the anticipated date of re-employment. The individual shall accept or reject the offer of appointment in writing within ten (10) calendar days after receipt of such notification. If the individual rejects the appointment offer or does not respond according to this procedure, that name will be removed from the recall list. The provisions of this Article will not apply to any person whose contract has been terminated because of elimination of position should he or she take a comparable position in any other public school system during the three (3) year period immediately following termination.

(4) All accrued benefits to which a Teacher was entitled at the time of lay-off, including seniority rights, will be restored to the Teacher upon his or her return.

(5) All vacancies in bargaining unit positions will be filled in compliance with the procedures set forth in this Article.

ARTICLE XII

PROMOTION TO BARGAINING UNIT POSITIONS

SEPARATE FROM THE TEACHERS' SALARY SCHEDULE

A. This Article includes all positions which pay a salary differential based upon the Teachers' Salary Schedule and all positions for which a separate salary structure has been adopted as part of this Agreement.

B. Vacancies in positions covered by this Article which are caused by death, retirement, discharge, resignation, or by the creation of a new position shall be filled pursuant to the following procedure:

(1) Such vacancies shall be adequately publicized, both within and outside the system, including a notice in every school (by posting or otherwise) as far in advance of the date of filling such vacancy as possible (at least thirty [30] days in advance and in no event less than two [2] weeks in advance). Where need to fill a vacancy arises during the summer months, notification shall be by mail to those Teachers who possess the necessary certification for the position, sent to the last address the Teacher has provided (on the appropriate forms) to the Personnel Office.

(2) Said notice of vacancy shall clearly set forth the qualifications for the position.

(3) Teachers who apply for vacancies under this Article shall file their application in writing with the Administrator specified and within the time limit provided in the posted notice. Qualified teachers who apply for positions through the above process shall be granted an interview for said positions.

(4) Such vacancy shall be filled on the basis of qualification for the vacant post. Except for positions requiring administrative or supervisory certification, where two or more applicants are substantially equal in qualification, the applicant with the greatest amount of seniority in the Danbury School System shall be given the preference.

ARTICLE XIII

PROTECTION OF TEACHERS

A. Teachers shall report immediately in writing to their principal and to the Superintendent all cases of alleged assault suffered by them in connection with their employment.

B. Each report shall be transmitted by the Superintendent to the Board. Any reasonable request from the Teacher for information possessed by the Board and not privileged under law, shall be provided to the Teacher involved in the incident.

C. The Board agrees to provide legal counsel to defend any Teacher in any action arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to or death of any person, or in accidental damage to or destruction of property, within or without the school building, providing such Teacher, at the time of the accident resulting in such injury, damage or destruction, was acting in the discharge of his or her duties within the scope of his or her employment or under the direction of the Board.

D. If criminal or civil proceedings are brought against a Teacher alleging that he or she committed an assault in connection with his or her employment, and if the Teacher chooses to provide his or her own counsel and the Teacher prevails in the proceedings, then the Board shall reimburse the Teacher for reasonable counsel fees incurred by him or her in defending the proceeding, in accordance with Connecticut Statutes, Chapter 170, Section 10-235.

E. Whenever a Teacher is absent from school as a result of personal injury compensable under Connecticut Workers' Compensation Laws, and caused by an assault arising out of and in the course of his or her employment, he or she shall be paid his or her full salary for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this section shall be reduced by the amount of any workers' compensation award for temporary disability due to the said assault injury for the period for which such salary is paid. The Board shall have the right to have the Teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the Teacher is temporarily disabled from performing his or her duties; and, in the event that there is no adjudication in the appropriate workers' compensation proceeding for the period of temporary disability, the opinion of the said physician as to the said period shall control.

F. If any Teacher is assaulted while acting in the discharge of his or her duties or within the scope of his or her employment or under the direction of the Board or its designee, in accordance with Conn. Gen. Stat. Section 10-236a the Teacher shall not forfeit any sick leave or personal leave for any absence arising out of or from such assault.

G. The Teacher has the right to expect the student to know and follow school rules, respect the rights of others, comply with school authority and be diligent in his or her studies.

H. No Teacher shall be disciplined or given a written reprimand without just cause.

ARTICLE XIV

LEAVES OF ABSENCE

A. Sick Leave. (1) (a) Definition of Sick Leave Day. A sick leave day is hereby defined as a day of absence from work, without loss of pay, necessitated by the personal illness or injury of the Teacher.

(b) Teachers are entitled to a maximum of fifteen (15) sick leave days in each work year. Teachers may use up to three (3) such days to attend to illness in the Teacher's immediate household and parents. Unused sick leave shall be accumulated from year to year, so long as the Teacher remains continuously in the services of the Board, and as authorized by the Board, up to but not in excess of one hundred fifty (150) working days.

(2) Teachers whose respective schools are closed by order of the Health Officer or the Superintendent shall not lose pay thereby and such absence shall not be charged to sick leave.

(3) In the event of absence of a Teacher for illness, for reasonable cause the Board may require that the Teacher provide a written statement from his/her physician explaining the reason for the absence(s) or that the Board provide an examination by an independent physician at the Board's expense.

(4) Teachers who have been absent because of illness or injury may be required to submit a doctor's certificate of fitness to return to work before resuming their duties. The Board shall pay any cost incurred by the Teacher and not covered by insurance for any examination required pursuant to this provision.

(5) Leave of absence for ill health not to exceed two (2) years may be granted, without pay, by the Board, such leave being subject to the regulations regarding retirement. By accepting a leave, the Teacher agrees that he/she has a duty to notify the Director of Personnel in writing by March 1 of his/her intent to return to active employment for the subsequent school year. Failure to comply with this condition shall constitute resignation of employment.

(6) No Teacher shall be absent from duty except for personal illness or emergency unless permission shall have first been obtained from the Superintendent. In all cases of illness or injury the Teacher shall notify the Superintendent at once in order that a proper substitute may be provided. No substitute shall be provided except by authorization of the Superintendent, nor shall the substitute be paid by anyone other than the Board.

(7) The Board recognizes that there are times when a serious and prolonged illness, or an accident which incapacitates for an extended period of time, will cause a Teacher to exhaust all accumulated sick leave. Individual hardships may ensue.

In such instances, when requested, the Superintendent together with representatives of the Association will review the circumstances of the case and submit a recommendation to the Board for its consideration and action.

B. Sabbatical Leave. (1) A "sabbatical leave" is hereby defined as a leave of absence at a rate of one-half the Teacher's normal salary in the year prior to the leave year, granted or denied to a Teacher at the discretion of the Board, for a period not to exceed one normal work year, for the purpose of pursuing an educationally oriented endeavor pursuant to a planned program approved by the Superintendent and the Board and of benefit to both the Teacher and the system.

(2) Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be required under normal circumstances no later than December 31 of the year preceding the school year in which the sabbatical is requested. It is understood that the deadline of December 31 may be waived at the discretion of the Superintendent when fellowships, grants or scholarships, awarded later in the year, make such a deadline unreasonable.

(3) Eligibility to Apply. Teachers shall be eligible to apply for sabbatical once after at least seven (7) consecutive full school years of active service in the Danbury School system. Eligibility to apply for a second sabbatical would require a lapse of another seven (7) year period of employment with the Board measured from the date on which the first sabbatical ended.

(4) The total compensation received by the Teacher for the leave period from any program grant, scholarship, assistantship and the sabbatical leave pay received from the Board shall not exceed the Teacher's full annual salary rate for the normal work year preceding the leave. Therefore, the sabbatical leave pay received from the Board will be reduced by an amount equaling the excess of the total compensation over such Teacher's salary. For purpose of this section, "full annual salary rate" shall be defined as that salary from which Teacher's contributions to the Connecticut Teacher's Retirement System are deducted.

(5) The Teacher agrees to return to employment in the Danbury School System for two (2) full years immediately following the leave. In the event such a contract is not kept the Teacher agrees to reimburse the Board fully for all sabbatical payments. In addition, upon return the Teacher shall submit to the Superintendent a report of activities in which he or she engaged during the leave and how the Teacher intends to apply his or her experiences gained on leave to the teaching program. The nature of the report shall be mutually agreed upon by the Teacher and the Superintendent prior to the leave.

(6) Teachers returning from sabbatical shall be placed on the appropriate step in the salary schedule as though such leave had not occurred. The sabbatical shall not affect total length of service nor accrual of seniority toward longevity benefits.

(7) While on sabbatical Teachers shall be entitled to receive all health and insurance benefits provided by this Agreement.

C. Convention, Conferences and Observation Leaves. (1) When it is evident that convention or conference attendance or the observation of an activity in another school building or school system will contribute to the effectiveness of the instructional program, the Superintendent, with reasonable limitations as to time and number of individuals involved, may grant convention or conference leaves, or permission to observe an activity in another school building or school system to the Teacher without loss of pay. Such teachers may be required to report on such activities at regularly-scheduled meetings they would otherwise be attending, and shall not receive compensation for doing so. Such teachers shall be compensated at the curriculum rate for an hour of preparation time for each hour that they are presenting. Such compensation shall not apply to curriculum specialists or department heads, whose basic job responsibilities include such presentations.

(2) The Board agrees to reimburse all Teachers attending a convention or conference, or observing activities in another school system when reimbursement is approved by the Superintendent and is within budgetary allocations established for this purpose.

D. Personal Leave. (1) The Teacher with at least thirty (30) months of continuous service with the Danbury Public Schools and/or with tenure shall be permitted to take up to three (3) days of leave with salary, annually, for the conduct of the following matters of personal concern that cannot be conducted during non-school hours, such as:

- a. absence required for legal matters (e.g. subpoena, house closing).
- b. graduation of a member of the immediate household.
- c. an emergency over which the Teacher has no control.

Teachers not on tenure with less than thirty (30) months of continuous employment with the Danbury Public Schools shall be permitted to take two (2) school days of leave with salary, annually, for the conduct of such matters that cannot be conducted during non-school hours. An additional one (1) day of personal leave may be granted to such Teachers for the birth or adoption of their child. A request for such leave shall be made in writing to the Superintendent.

(2) Application for leave shall be made as far in advance as is practicable and, except for emergency, shall be made at least forty-eight (48) hours prior to the date of the leave, and shall state the reason for such leave.

(3) A request for personal leave, with salary, for the day before or for the day immediately following a holiday or school recess will be considered only in an emergency. The nature of the emergency must be outlined in the request. The request shall be subject to the approval of the Superintendent.

In unusual circumstances, the Superintendent may waive the limiting provisions of this section.

E. Bereavement Leave. (1) If explicitly reported, absence of a Teacher due to the death of a wife, husband, parent, parent-in-law, child, brother, sister, step-child, or member of the immediate household, shall be permitted without loss of pay, or deduction from sick leave or personal leave. Such absence shall not exceed five (5) days for each such death.

(2) Subject to the conditions outlined in Section E (1), one (1) day of absence shall be allowed for the death of an uncle, aunt, nephew, niece, first cousin, grandparent, grandchild, brother-in-law or sister-in-law. One additional day may be granted where required for travel to the funeral.

F. Military Leave. Teachers who are members of a State or National Reserve component shall be entitled to up to fourteen (14) calendar days of leave with pay to serve with said component with pay equal to the difference between the Teacher's normal pay and compensation for such services, provided:

(1) Such service is rendered during the school year.

(2) Proof from the branch of the service involved must be submitted in writing to the Superintendent stating that such service cannot be rendered at any other time.

(3) The leave shall not be deducted from sick leave or from personal days.

If such a Teacher is called to active duty, his or her family shall be permitted to continue in the group health insurance plan during the period of active duty on the same basis as the family of a Teacher who is actively employed.

G. Leave for Official Association Duties. (1) When it is necessary for official representatives of the Association to engage in Association activities directly relating to the Association's duties as representatives of the Teachers, they shall be given such free time, without loss of pay or sick leave, as is necessary to perform any such activities. The Association and its officers recognize and agree that this privilege should not be abused.

(2) Application for such leave shall be made in writing to the Superintendent as far in advance as practicable and ordinarily at least forty-eight (48) hours. Such leave will not be deducted from sick leave.

(3) The Board reserves the right to withdraw this privilege when in the opinion of the Superintendent there is sufficient evidence of abuse. Such judgment will not be made arbitrarily, capriciously, or without rational basis in fact.

(4) Upon the written request of the Association, the Board shall grant one-half (1/2) time leave for one (1) year to the President of the Association during his or her term in office. The Association shall reimburse the Board for one half (1/2) of the President's salary.

H. Maternity Leave. (1) Childbirth Leave. Medical disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be treated as temporary disabilities for all job-related purposes. Policies involving commencement and duration of leave, the availability of extension, the accrual of seniority and other benefits and privileges, protection under health or temporary disability insurance plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary medical disabilities.

(2) Childrearing Leave. The Teacher may apply for and may be granted a leave of absence for the purpose of childrearing after the birth or adoption of the child.

(a) The Teacher must apply for such leave at least sixty (60) days prior to the anticipated commencement of such leave. In the event there is a material change in circumstances, said Teacher may withdraw the request for such leave at any time prior to its commencement.

(b) The leave may extend for the remainder of the school year in which the child is born or adopted. A teacher wishing to extend the leave beyond the end of the school year in which the leave commences shall apply in writing for an extension for the ensuing school year. If the teacher wishes to extend said leave for a second year, application shall be made in writing. Such applications shall be filed by July 1, except that, as to a child born after May 30, a request for extension of leave shall be timely if filed by August 1.

(c) There shall be no compensation during this leave period.

(d) No experience on the salary schedule shall be granted during this period of leave.

(e) Credit toward accrual of experience or longevity shall not be granted for this period of leave.

(f) Sick leave not used during childbirth leave shall be restored upon return to the system.

(g) By accepting a leave, the Teacher agrees that he/she has a duty to notify the Director of Personnel in writing by March 1 of his/her intent to return to active employment. Failure to comply with this condition shall constitute resignation of employment. A Teacher returning to work after an approved leave longer than the year of the birth and one additional year shall be assigned a position in his/her area of certification, but shall not be guaranteed return to the position that he or she left to take leave.

I. Other Leaves. (1) A Teacher may be granted leave for one (1) day, without loss of salary, for participating in his or her own commencement exercises.

(2) A Teacher may be allowed leave without loss of salary, for the observance of religious holidays of his or her sect or group. Such leave is not to exceed three (3) days per school year. In unusual circumstances, the Superintendent may waive the limiting provisions of this section.

(3) A Teacher may be allowed leave, without loss of salary, to begin programs of study which result from foundation or scholarship grants and which necessitate personal presence in advance of the close of the school year. If the foundation or grant provides for a stipend in excess of the cost of tuition, books, lodging, meals, and travel his or her per diem contracted salary shall be proportionately reduced for those days of approved leave.

J. Extended Personal Leaves. A Teacher may, at the discretion of the Board, be granted an unpaid leave of absence for a period of up to one school year. Written applications for such leaves shall be filed with the Personnel Director by July 1st preceding the year of the proposed leave. By February 1st of the year prior to expected return from the leave; the Teacher shall notify the Personnel Director of his/her intention to return. Failure to provide such notification in timely fashion shall constitute a resignation.

A teacher returning from such leave shall be reemployed in a position for which he/she is certified and qualified and shall be compensated at the same salary step as he/she occupied before the leave. No benefits shall be provided during such a leave.

K. Unauthorized Leaves. No Teacher shall be absent except for reasons stated in this Article.

L. When leave provided to a Teacher is qualified leave under the Family and Medical Leave Act, any available FMLA leave shall run concurrently with such leave under this Agreement.

ARTICLE XV

GRIEVANCE PROCEDURE

A. Purpose. (1) The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of Teachers. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

(2) Nothing herein contained shall be construed as limiting the right of any Teacher having a grievance or dispute to discuss the matter informally with any appropriate member of the administration.

B. Definitions. (1) A "grievance" is hereby defined to mean:

(a) a complaint beyond the first level, by a Teacher, or a group of Teachers based upon an alleged violation of or variation from the provisions of this Agreement, or the interpretation, meaning or application thereof, or

(b) that the Board failed to act in good faith in exercising its judgment or discretion as provided for in this Agreement -- i.e., that it acted arbitrarily, capriciously or without rational basis in fact, or

(c) that the Association has acted unreasonably in withholding its approval where called for under this Agreement.

(2) An "aggrieved person" is a person or group of persons making such a complaint.

(3) A "party in interest" is a person or group of persons (including the Board or any of its representatives) who might be required to take action or against whom action might be taken in order to resolve the complaint.

C. Procedure. (1) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

(2) In the event a grievance is filed on or after June 1, which if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

(3) Level One. (a) A Teacher with a complaint shall first discuss it with his or her immediate supervisor and/or principal, either directly or with the Association's School Representative, with the objective of resolving the matter informally.

(b) Beyond Level One all complaints are considered grievances and must be presented through the Committee on Professional Rights and Responsibilities.

(4) Level Two. (a) In the event that the aggrieved person is not satisfied with the disposition of his or her complaint at Level One, or in the event that no decision has been rendered within ten (10) school days after presentation of the complaint, he or she may file a grievance in writing with the Chairperson of the Committee on Professional Rights and Responsibilities (hereinafter the Committee on PR & R) within five (5) school days after the decision at Level One or fifteen (15) school days after the complaint was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairperson shall refer it in writing to the Superintendent.

(b) The Superintendent shall represent the Board at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved person and Association representative in an effort to resolve it.

(c) If a Teacher does not file a grievance in writing with the Chairperson of the Committee on PR & R and the written grievance is not forwarded to the Superintendent within forty-five (45) school days after the Teacher knew, or should have known, of the act or condition on which the grievance is based, then the grievance shall have been waived. A dispute as to whether a grievance has been waived under this paragraph shall be subject to mediation pursuant to Level Four.

(5) Level Three. In the event that the aggrieved person is not satisfied with the disposition of his or her grievance at Level Two, or in the event no decision has been rendered within ten (10) school days after he or she has first met with the Superintendent, he or she may file the grievance in writing with the Chairperson of the Committee on PR & R within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after he or she has first met with the Superintendent, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairperson of the Committee on PR & R shall refer it to the Board. Within ten (10) school days after receiving the written grievance, the Board shall meet with the aggrieved person and the Committee on PR & R for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three shall, however, be rendered by no fewer than six (6) members of the Board.

(6) Level Four. (a) In the event that the aggrieved person is not satisfied with the disposition of his or her grievance at Level Three, or in the event no

decision has been rendered within ten (10) school days after he or she has first met with the Board, he or she may, within five (5) school days after a decision by the Board or fifteen (15) school days after he or she has first met with the Board, whichever is sooner, request in writing that the Committee on PR & R to submit his or her grievance to arbitration. If the Committee on PR & R determines that the grievance is meritorious, it may by written notice to the Board submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person. The decision to submit the grievance to arbitration must be the responsibility of the PR & R Committee.

(b) Within ten (10) school days after written notice to seek arbitration has been given to the Board, the Association shall submit a Demand for Arbitration to the American Arbitration Association in Hartford. Selection of an arbitrator shall be in accordance with the Voluntary Rules for Labor Arbitration of the American Arbitration Association.

(c) The arbitrator so selected shall confer with representatives of the Board and the Committee on PR & R and hold hearings promptly and unless extended by mutual agreement, shall issue his or her decision not later than thirty (30) days from the date of the closing of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him or her. The arbitrator's decision shall be in writing and shall set forth his or her findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor can he or she add to, subtract from or modify any terms of this Agreement, establish or change any salary rate or job classification. The decision of the arbitration shall be submitted to the Board and to the Association, and, subject to law, shall be final and binding, provided that the arbitrator shall not usurp the functions of the Board or the proper exercise of its judgment and discretion under law and this Agreement.

(d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.

(7) Rights of Teachers to Representation.

(a) No reprisals of any kind shall be taken by any party of this Agreement against any party in interest, any witness, any member of the Committee on PR & R or any other participant in the grievance procedure by reason of such participation.

(b) Any party in interest may be represented at all stages of this grievance procedure by a person of his or her own choosing. When a Teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of this grievance procedure.

(8) Miscellaneous. (a) If, in the judgment of the Committee on PR & R, a grievance affects a group or class of Teachers, the Committee on PR & R may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Committee on PR & R may process such a grievance through all levels of the procedure even though the aggrieved persons do not wish to do so.

(b) Decisions rendered at Level Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be promptly transmitted to all parties in interest and to the Chairperson of the Committee on PR & R. Decisions rendered at Level Four shall be in accordance with the procedures hereinbefore set out therefor.

(c) Forms for filing and processing grievances and other documents necessary under the procedure shall be those agreed upon by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE XVI

POLICIES AND REGULATIONS

A. At the start of each school year a complete copy of all Board policies and administrative procedures as accepted to date shall be placed on file in the Principal's office of each school. Other copies shall be available at the Superintendent's office. Any Teacher is free to consult an available copy of the policies.

B. All Teachers shall, at the start of each school, be furnished with a complete copy of all administrative rules and regulations pertaining to their particular school. These policies, rules and regulations shall be furnished in looseleaf notebook form so that changes, additions or deletions may be conveniently inserted.

ARTICLE XVII

HEALTH INSURANCE AND RETIREMENT BENEFITS

A. All personnel covered by this Agreement shall be eligible to receive health and insurance coverage for themselves as individuals or for themselves and their families in accordance with programs as specified below.

Benefits provided under this Article shall be effective during the period of this contract for all Teachers returning and from the first day of work until the end of this contract for Teachers employed after the effective date of this contract.

The Board will comply with all applicable State Statutes regarding insurance coverage for Teachers.

B. The Board shall provide the following health and insurance benefits for the individual Teacher or, where applicable, the family, including dependents as may be required by federal law through the BC/BS Anthem PPO Plan:

(1) This plan shall provide:

(a) In-Network:

\$500 hospital co-pay (special limits on mental/nervous and substance abuse treatment, and others).

\$30 co-pay per doctor visit

Prescription drug coverage which provides for a thirty day supply at retail, 90 day supply by mail order, with co-payments of \$10/\$25/\$45 for a thirty day supply and a mail order co-payment of two times such amounts for a ninety day supply.

\$75 co-pay per procedure for advanced radiological imaging (MRI, MRA, CAT scan, PET scan, etc.); \$375 co-pay maximum per calendar year.

Covered charges are the same as the CIGNA Indemnity Plan with expanded wellness care coverage, which shall include (1) hospitalization benefits, with semi-private room credit rider, plus outpatient hospital benefits rider and semi-private room rider for maternity; and (2) medical/surgical benefits with reimbursement at "reasonable and customary rates" in accordance with the current plan. Limitations and co-pays shall apply to claims incurred in-network in accordance with the CIGNA Healthplan description. Other claims, which are currently covered (e.g. mammogram, chiropractic) and which are not listed, shall be paid as any other in-network claim.

Comprehensive utilization review not visible to employee; doctor handles all procedures.

(b) Out-of-Network:

All claims shall be handled under a comprehensive major medical plan with comprehensive utilization review.

\$450/1,350 comprehensive deductibles shall apply annually to covered claims incurred out-of-network.

70%/30% co-insurance on out-of-network claims, up to the first \$6,000/12,000 of covered claims after the deductible is satisfied.

no provider limitations

The Board reserves the right to offer a comprehensive major medical deductible plan as an alternative option for Teachers. This option shall provide for upfront annual deductibles of \$350 individual, \$700 EE+1, and \$1,050 family, with 90/10 cost sharing for in-network services (70/30 for out-of-network services, to \$1,000 individual, \$2,000 EE+1, and \$4,000 family, for out-of-network services). The prescription coverage for the comprehensive deductible plan will be the same as for the PPO plan.

(2) For the duration of this Agreement, Term Life Insurance shall be provided by the Board, to be equal to one and one-half (1 1/2) times the Teacher's total annual salary.

Total annual salary is defined as "that salary from which retirement contributions are deducted"

(3) Dependent Term Life Insurance:

(a) Spouse - \$2,000

(b) Children - \$1,000 (six [6] months to age twenty-one [21]; \$100 (fourteen [14] days to six [6] months).

(4) Survivor's Insurance -- the designated beneficiary of a deceased Teacher will receive \$200 per month for two (2) years plus \$100 per month for eight (8) years.

The specifics as outlined by master policy.

(5) Confederation Life Long Term Disability Insurance -- or a plan substantially equal to or better in coverage, benefits and function to members of the bargaining unit.

(a) Sixty percent (60%) of salary, not to exceed \$3,000 per month, for Teachers who suffer a long term disability. This insurance will become effective after ninety (90) calendar days of disability or when accrued sick leave in excess of ninety (90) calendar days is exhausted.

(a) Sixty percent (60%) of salary, not to exceed \$5,000 per month, for Teachers who suffer a long term disability. This insurance will become

effective after ninety (90) calendar days of disability or when accrued sick leave in excess of ninety (90) calendar days is exhausted.

(b) The specific benefits provided are as defined in the master policy.

(6) Confederation Life Insurance Company Dental Plan C -- or a plan substantially equal to or better in coverage, benefits, and function to members of the bargaining unit.

The specific benefits provided for the individual Teacher or, where applicable, the family, including dependents as may be defined by federal law are as follows:

Preventive - 100% of charges incurred

Routine - 80% of charges incurred

Major - 60% of charges incurred

Maximum coverage - \$1,500 annually

Orthodontics - 50%

Orthodontics Maximum - \$1,000 lifetime

Individual Deductible - \$150

Family Deductible - \$300

(7) Premium Cost Sharing:

The Board shall pay eighty-five percent (85%) in 2012-2013 and eighty-four percent (84%) in 2013-2014 of the cost of premium coverages set forth in this paragraph B for Teachers who elect the PPO Plan. Participating employees shall pay the balance of such cost through payroll deduction.

(8) IRC Section 125 Plan:

The Board shall make a premium conversion and flexible spending account plan available to Teachers participating in the group health insurance plans described above for health insurance premiums and medical care costs, to the extent permitted by and subject to the terms of Section 125 of the Internal Revenue Code, as that provision may be amended from time to time.

C. The Board shall provide the following health benefits:

- (1) Annual flu shots
- (2) Tine Test
- (3) Hypertension Test

D. Whenever a Teacher is absent from school as a result of personal injury compensable under the Connecticut Workers' Compensation laws and caused by an accident (other than an assault) arising out of and in the course of his or her employment, he or she may elect to charge all or part of such absence during the period of temporary disability due to the accident to the sick leave days to his or her credit. If he or she elects payment, he or she shall receive the pay to which he or she is entitled less any workers' compensation award made for the temporary disability. In the absence of such election his or her sick leave credits shall not be reduced by any compensation payments. Acceptance of sick leave payments shall constitute election to charge the absence for such period to the sick leave days to his or her credit.

E. All certified Teachers retiring from employment as such with the Board shall be allowed to purchase health insurance only, through the program provided by the Board at group rates until eligible to receive Medicare, at which time the retiree must exit the District program.

(1) Should the retiree have a spouse who is not yet eligible to receive Medicare, the retiree may elect to keep the spouse in the program until he/she is eligible to receive Medicare, at which time the spouse must exit the District program.

(2) Retirees who become eligible for Medicare shall be offered a Medicare supplement plan.

(3) The cost of all such coverage shall be at the retiree's expense.

F. Those who work less than one-half (1/2) time are not eligible for benefits provided in this Article.

G. The Board may change the carrier for the insurance plans above, provided that the new plan is substantially equal to or better in coverage, benefits and function to members of the bargaining unit. The Association shall be consulted regarding any proposed insurance carrier change. Any dispute regarding "substantially equal" shall be resolved through the grievance procedure at the Arbitration Level, prior to implementation of any such change. In any event no change in carrier for the specific type of coverage will be made more frequently than once during the life of this Agreement.

H. Retirement Notice – Any Teacher who formally notifies the Board of Education in writing of his/her intent to retire at the conclusion of a particular school year by April 15 of that year shall continue to receive all insurance benefits set forth in this Article through August 31 of his/her retirement year.

ARTICLE XVIII

SALARIES

A. Salary Payments.

(1) Teachers may elect to accept their salary payments in twenty-one (21) or twenty-six (26) payments.

(2) Unless otherwise informed by August 15, the payroll department will issue payments in the same number as the previous year.

B. The Board hereby agrees to use the present salary forms.

C. The Salary Program of this section applies to all Teachers.

D. The Board will have sole discretion in determining the starting salary (starting step) of a newly hired Teacher, provided that:

(1) no teacher will be paid at a starting salary less than that set for the beginning step on the Schedule to which the Teacher is assigned;

(2) newly hired Teachers must be given credit for military service as set forth in this Article; and

(3) no Teacher will be credited with more experience than he or she actually has.

(4) a newly hired Teacher out of the Alternate Route to Certification (ARC) program may be granted one (1) step on the salary schedule for every two (2) years of work experience in the private/industry sector up to a limit of four (4) steps.

E. Credit for Military Service. Any Teacher may apply for military credit in achieving placement on the salary schedule. Military credit of one (1) year shall be granted for twelve (12) months military service, two (2) years for twenty-one (21) months or more military service. The maximum credit applicable is two (2) years. No partial credits are applicable. The military service may have occurred at any time prior to or during employment in the Danbury School System. No credit shall be allowed toward longevity benefits as covered in F. below.

F. A longevity benefit dependent on the total length of service as a Teacher in the City of Danbury School System shall be added to the annual salary. Longevity benefits shall commence in September of the year following attainment of the specified number of years of service.

(1) Approved leave (except Sabbatical Leave) shall not count as accrued time in obtaining longevity.

(2) Military leave granted to regularly employed Teachers shall count toward accrued time in obtaining longevity.

(3) Longevity benefits shall be granted as follows:

(a) After twenty (20) years' service, a salary adjustment of one (1) increment shall be added to the basic annual salary.

(b) After twenty-four (24) years' service, a salary adjustment of two (2) increments shall be added to the basic annual salary.

(c) After twenty-eight (28) years' service, a salary adjustment of three (3) increments shall be added to the basic annual salary.

(d) The increment(s) for longevity shall be determined by averaging the increments between all steps in salary schedule applicable to the Teacher receiving the longevity benefit.

(4) The amount of longevity benefit is defined shall be the same for all qualified personnel independent of contract length.

G. For purposes of placement on and advancement to salary schedules contained in Appendices B-1, B-2 and B-3 attached hereto, the following will apply.

(1) For placement on Bachelor's Schedule. Bachelor's Degree earned at an accredited college or university and recognized by the State Board of Education for purposes of granting provisional certification.

(2) For placement on Bachelor's Plus 30 Schedule. Thirty (30) graduate credits;

(a) earned in a planned program at an accredited college or university, and

(b) recognized by the State Board of Education for purposes of granting standard certification, or

(c) approved by the Superintendent.

- (3) For placement on the Masters Schedule: A Masters Degree;
- (a) earned at an accredited college or university,
 - (b) recognized by the State Board of Education for purposes of granting standard certification, and
 - (c) approved by the Superintendent.

The Superintendent will not withhold approval unreasonably.

- (4) For placement on the Masters Plus 30/Sixth Year Schedule:

(a) Thirty (30) graduate credits earned, after attainment of a Masters Degree, in a planned program at an accredited college or university, or a "Sixth-Year Certificate" after or in conjunction with attainment of a Masters Degree from an accredited college or university, and approved by the Superintendent. The Superintendent will not withhold approval unreasonably.

(b) A Teacher assigned to work as a school social worker, school psychologist, or speech and language pathologist who holds a 60 credit Masters Degree shall be placed on the Masters Plus 30/Sixth Year schedule.

(5) For placement on the Ph.D. Schedule: A Doctorate earned after attainment of a Master's Degree, in a planned program at an accredited college or university and approved by the Superintendent. The Superintendent will not withhold approval unreasonably.

(6) Effective July 1, 1980, there will no longer be BA+10, BA+20, MA+10, or MA+20 schedules in existence. Teachers paid at salaries on those schedules during the 1979-80 fiscal year will continue to receive the following differentials until they achieve BA+30, M.A., or Sixth Year status, respectively, in accordance with subsections (2) through (5) hereof:

BA+10 and BA+20: The same dollar differential between their 1979-80 BA+10 or BA+20 salary, respectively, and the salary for the same step on the 1979-80 BA Schedule.

MA+10 and MA+20: The same dollar differential between their 1979-80 MA+10 or MA+20 salary, respectively, and the salary for the same step on the 1979-80 MA Schedule.

(7) Teachers occupying positions on the BA+30, MA or MA+30/Sixth Year or Ph.D. Schedules in 1979-80 will continue on said schedules until they qualify for movement to a higher schedule as set forth above. Teachers employed in 1979-80 and

before who were enrolled in a planned program to attain advanced degree status under the contract expired on June 30, 1980 and have earned at least six (6) credits in such program prior to July 1, 1980, will be treated under the most recently expired contract for purposes of attaining advanced degree status.

(8) Column Movement: (a) Movement from one salary column to another due to attainment of educational requirements set forth above will be accorded no more than once annually and on the basis of requirements met prior to the first pay day in September.

(b) Notification, including appropriate transcripts or other satisfactory evidence including a letter from the Teacher must be submitted to the Superintendent's office on or before September 1. Official transcripts must be received no later than November 1 of the year in which change is to be effected. If all such requirements are met, movement and attendant salary increases will become effective as of the first pay day in September.

H. Teachers newly hired to the system are effectively employed and entitled to salary after attendance at the first scheduled meeting or exercise of the current school year calendar.

I. Teachers who continue in the employ of the Board from the previous fiscal year are effectively employed as of July 1st of the new fiscal year and shall be credited with salary adjustments or movement for which they are eligible.

J. Any Teacher on a leave of absence with or without pay shall continue on the payroll at the salary step existent at the start of the leave. Adjustments in step and salary will be made as necessary when the leave is concluded.

K. Professional degree holding personnel shall be compensated for: Night School, In-Service Program and Summer School, pay for those who hold professional degrees at the rate of \$33.12 per hour

Non-degree holding personnel shall be compensated at the rate of \$29.12 per hour.

L. Homebound: Teachers assigned to provide Homebound Instruction will be compensated at the following hourly rate for each hour of such instruction for \$34.43.

There will be no additional reimbursement for travel, as travel costs are included in establishing the above rate.

M. Compensation for curricular work shall be at the rate of \$30.45 per hour.

Compensation for the chairperson of any curricular committee shall be at the rate of \$33.23 per hour.

N. Compensation for Director of Summer School shall be \$6,169.

O. Any Teacher receiving benefits under Article XVII-F-4(c) of the 1975-77 Agreement at the time of its expiration shall continue to do so until retirement.

P. In order to assure that the placement of personnel employed in new positions in the school system bears an appropriate relationship to the salaries and conditions of employment of other staff members, it is agreed that as a new Teacher position is established for the employment of certificated professional personnel, the Board and/or the Superintendent shall negotiate with the proper committee of the Association on the establishment of the salary and other conditions of employment for such position.

Q. In the event of any change or reclassification by the Board of an administrative position, or in the event of any transfer or reassignment, the Teachers affected thereby shall be paid the salary called for in the new position, so long as it does not result in a reduction in pay, provided that in the event of transfer or reassignment by reason of discontinuance of a position on any grounds under present Connecticut General Statutes 10-151(b), the Teachers affected thereby shall be paid the salary called for in the new position, whether or not a reduction. The issue of competence or proper qualifications as aforesaid shall be specifically subject to the grievance procedure provided herein.

R. In order to advance from one Step on the Salary Schedule to the next higher Step, the Teacher's performance in the immediate preceding year must have been evaluated as at least "Satisfactory" and the Teacher must have worked at least ninety (90) days during the immediate preceding year as scheduled unless specifically provided elsewhere in this Agreement.

S. The salaries of all persons covered by this Article are set forth in Appendix B.

T. Termination of Employment Before the End of the School Year. In the event employment of a Teacher is terminated for any reason, the salary payable shall be determined as follows:

(1) Determine the number of work days that would normally accrue to the Teacher for a full schedule.

(2) Determine the number of school days worked or the sum of school days worked and days of approved leaves of absence with pay.

(3) Form a ratio of these numbers with (a) as the denominator and multiply this ratio by the contract rate of pay. The resulting product is the total salary to be paid, through the termination. All salary paid to the Teacher during the work year

shall be subtracted from the amount, and the resulting difference shall be the balance of pay owed to the terminated Teacher.

(4) In no instance can this sum exceed contract salary.

U. Coaches Salaries. (1) Head Coaches of interscholastic sports teams will be paid at the rate of \$26.49 per hour for the number of hours set forth for their respective sport/activity in Appendix G.

(2) The Assistant Varsity Coach and/or Junior Varsity Coach of interscholastic sports teams will be paid at seventy percent (70%) of the hourly rate for Head Coaches of such teams for the number of hours set forth for the respective sport/activity in Appendix G.

(3) The Freshman Coach of interscholastic sports teams will be paid at sixty percent (60%) of the hourly rates for Head Coaches of such teams for the number of hours set forth for their respective sport/activity in Appendix G.

(4) All other Assistant Coaches of interscholastic sports teams will be paid at fifty five (55%) of hourly rates for Head Coaches of such teams for the number of hours set forth for their respective sport/activity in Appendix G.

(5) (a) A person may request an adjustment in computed hours if the time listed does not accurately reflect the time spent. A committee consisting of the principal of the school involved, the Superintendent's designee, and NEA in Danbury president (or designee) shall determine the validity of the requested adjustment. The committee decision shall be recommended to the Superintendent of schools for approval.

(b) Requests for adjustment will be considered at the conclusion of the activity or not later than June 1 of each year.

V. Intramural Sports. Supervisors of intramural sports will be paid at the rate of \$22.52 per hour, but the Board will not be required to pay such Supervisors for time worked beyond one (1) hour for each day such work is performed.

W. Extra Curricular Salary Program. Compensation for teachers shall be at the rate of \$26.49 per hour for the number of hours set forth for their positions in Appendix G. Adjustments in hours will be accomplished in accordance with Section U (5).

X. Separate written notification of appointment will be sent for each annual appointment to a Coaching, Intramural or Extra Curricular position and will include the Job Title, duration of appointment and amount of compensation therefor.

Y. Those teachers whose positions require travel between schools shall be reimbursed for such travel at the per mile rate equal to the amount allowed by the I.R.S.

Z. Teachers shall be compensated at a per diem rate for 184 days, and salary shall be adjusted by said per diem rate, should the Board add days to the school calendar. At least two of the 184 days shall be professional development days. The Board may require one pre-opening and one post-closing day without compensation for those staff members returning to the system. An additional pre-opening day may be scheduled for those staff new to the system.

AA. If the Board, at its discretion, lengthens the school day beyond the hours in effect during the 1990-91 school year, it shall compensate the Teacher at a rate of compensation based upon a pro-rating of the Teacher's annual salary equal to a percentage of the time the school day is extended.

BB. Teachers employed to fill the position of a Teacher who is on a leave of absence shall be placed on BA Step 1 of the Salary schedule and shall be entitled to insurance benefits after 41 days.

ARTICLE XIX

TUITION PAYMENTS

The Board agrees to provide tuition reimbursement for course work and study in all courses required by the Board exclusive of certification needs. Reimbursement shall be 100% of the cost for tuition.

ARTICLE XX

SALARY DEDUCTIONS

A. (1) Conditions of Continued Employment. All Teachers employed by the Danbury Board of Education shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.

(2) Members. All Teachers who elect to join the Association shall sign and deliver to the Association, if they have not already done so, an authorization for the payroll deduction of membership dues of the Association, the CEA and the NEA. Teachers authorization for dues deduction will be in writing on the form as set forth in Appendix D. Said authorization shall continue in effect from year to year unless such Teacher shall notify the Board and the Association in writing not later than thirty (30) days prior to the commencement of the school year. If said notice is timely delivered, it shall mean that in the coming school year said Teacher shall pay the service fee as described in Section A. (1) above in accordance with Section A. (3) below.

(3) Non-Members. For those Teachers who have not joined the Association and delivered said authorization card by the second Wednesday in September

of the first year of this contract, the Board agrees to deduct the annual service fee from their salaries through payroll deduction. The amount of said service fee shall be certified by the Association to the Board not later than thirty (30) days prior to the commencement of the school year.

(4) Subsequent Employment. Those Teachers commencing employment after the date of execution of this contract shall, within thirty (30) days of such commencement, sign and deliver to the Board an authorization card as described in Section A. (2) of this Article or fall under the provisions of Section A. (3) of this Article after such thirty (30) days.

(5) Resignations, Retirements, Leaves. If during the school year a Teacher resigns, retires, receives a leave, or has his or her employment terminated, the balance of the annual dues or service fee shall be deducted from his or her final paycheck.

(6) Forwarding of Monies. The Board agrees to forward to the Association each month all monies deducted that month for local dues and local service fee deduction. The Board further agrees to send each month all monies deducted during that month for Association, CEA and NEA Danbury, CEA/NEA service fee deduction to the NEA-Danbury.

(7) Lists. No later than the first paycheck in October of each school year, the Board shall provide the Association with a list of all Teachers of the Board and the positions held by said employees. The Board shall notify the Association monthly of any changes in said lists.

(8) The right to refund the Teachers' monies deducted from their salaries under such authorization shall lie solely with the Association. The Association agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deduction.

(9) The Association shall indemnify and save the Board and/or the town harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.

B. Payroll deductions shall be provided for Association members for homeowners and automobile insurance policies with the agency to be designated by the Association.

These policies can be changed only for the following reasons:

(1) To change coverage -- must be done prior to August 15.

(2) Sale of property/automobile.

(3) Purchase of new property/automobile.

C. The Board shall be held free and harmless from any liability in handling Association dues, payroll deductions, annuity deductions and any other deductions, authorized under the appropriate receiving agency, and may require a release from the Association.

D. The Board and the Association will annually review no later than April 30, the provisions of the Tax Sheltered Annuity Programs, which shall be jointly developed.

All changes in Tax Sheltered Annuity Programs must be done prior to July 15 for September 1st and prior to January 1 for changes effective February 1.

ARTICLE XXI

NEGOTIATION OF SUCCESSOR AGREEMENT

A. All negotiations of a Successor Agreement are subject to the provisions of Chapter 166, Section 10-153a through 153g of the General Statutes. The Board and the Association agree to initiate negotiations over a Successor Agreement in a good faith effort on both sides to reach continuing agreement not only on salaries and other conditions of employment but on other matters of personnel policy and relationships which may then be of mutual concern and interest. Any agreement so negotiated shall apply to all members of the bargaining unit and shall be reduced to writing and signed by the parties.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. Each party shall make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

C. If the negotiations described in Section A of this Article reach an impasse, the procedures set forth in the Connecticut General Statutes shall be followed with respect to those matters of salary and other conditions of employment covered by the Act.

ARTICLE XXII

THE CONSULTATION PROCEDURE

It is recognized by the Board and the Association that all situations and developments could not be anticipated at the time of negotiations of this document. To

achieve rapport between the Board and the Association it is agreed that there shall be periodic informal meetings held between the negotiating groups of each organization. Such meetings shall be requested by the Association or the Board as deemed necessary by either party. In the event situations or developments indicate that the strict letter of this document cannot be adhered to and a change in the existing agreement is deemed necessary by the Board or the Association, then in such event the Board and the Association agree to the following procedure:

(1) If a proposal is initiated by the Association, it shall be submitted in writing with the request for a meeting to the Board, who shall acknowledge receipt within five (5) days thereafter and a committee designated by the Board shall meet with the Association to discuss the proposal within fifteen (15) days thereafter. If as a result of this meeting or subsequent meetings arranged to the mutual satisfaction of the Association and the Committee of the Board, agreement is reached on the proposal, it shall be presented to the Board and the Association as a joint recommendation of the Committee and the Association. If the Board rejects the joint recommendation of the Committee and the Association, the Association shall have the right to negotiate the proposal with the Board as set forth in Paragraph (3) below.

(2) If the proposal is initiated by the Board, the Board shall submit the same in writing to the Association, which shall acknowledge receipt within five (5) days thereafter and meet with a committee of the Board to discuss the proposal within fifteen (15) days thereafter. If as a result of this meeting or subsequent meetings arranged to the mutual satisfaction of the Committee of the Board and the Association, agreement is reached on the proposal, it shall be presented to the Board and the Association as a joint recommendation of the Committee and Association. If the Association rejects the joint recommendation of the Committee and the Association, the Board shall have the right to negotiate the proposal with the Association as set forth in Paragraph three (3) below.

(3) Any proposal approved by both the Board and the Association shall be reduced in writing, signed by the Board and the Association, and shall become an addendum or an amendment to the existing agreement when appropriate.

ARTICLE XXIII

DISTRICT DEVELOPMENT COUNCIL

A. 1. A District Development Council shall serve in an advisory capacity to the Superintendent on matters relating to curriculum development and on matters relating to the school system's in-service programs. The Council's role shall be to study all aspects of the curriculum in the district and to formulate recommendations. These recommendations shall be based on the findings of the Council in their investigations and not be unduly influenced by budgetary consideration, professional negotiations, "popular" view points or organizational loyalties.

2. The Council shall consist of seven teachers jointly selected by the Superintendent and the NEA Danbury with the Chairperson appointed from that group by the President of NEA Danbury. The Council shall meet three times annually. This provision, as modified in implementation, is without prejudice to the Board's responsibility in accordance with Public Act 08-153 to create a curriculum committee.

B. Advisory Committee to the Superintendent and Building Principals shall follow the procedures as outlined in Appendix E.

ARTICLE XXIV

STUDENT TEACHER - OBSERVER ASSIGNMENTS

A. The Association recognizes the responsibility of Teachers' accepting the duty of supervising student teachers and observers. Teachers who have an interest in supervising a student teacher or observer may inform their Building Principal in writing at the beginning of each semester.

B. Supervising Teachers shall be selected by the department Chairpersons with the approval of the Principal on the Secondary level, and by the principal on the Elementary level, in conjunction with the college representative.

C. Supervising Teachers selected to receive a student will be contacted and asked if he or she would accept the responsibility of a student teacher or observer. The supervising teacher shall retain the right to reject a student if, in his or her judgment, the classroom instructional program will not benefit from such an experience.

D. The supervising Teacher will be responsible for working directly with the Building Principal and the college representative in developing extensive opportunities for the student teacher or observer.

ARTICLE XXV

DURATION

The provisions of this Agreement shall be effective as of July 1, 2012 and shall continue and remain in full force and effect until June 30, 2014.

Prior to negotiations for a successor agreement, the Board and the Association will consult on memoranda of agreement and other similar documents related to the application or interpretation of any provisions of the collective bargaining agreement that are included in this Agreement or that have been negotiated during the term of this Agreement. Either party may seek to withdraw such a document from the successor agreement by way of proposing with specificity such withdrawals at the time issues are presented during negotiations for the successor collective bargaining agreement.

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

NEA IN DANBURY .

DANBURY BOARD OF EDUCATION

By C. Mirochne
Its President

By Barbara Coyle
Its Chairperson

APPENDIX B-1
SALARY SCHEDULE
2012-2013

Step	I BA	IC BA+30	II MA	III 6th	IV PHD
1	47,277	51,351	52,164	57,055	61,944
2	48,287	52,358	53,157	58,050	62,955
3	50,349	54,412	55,180	60,073	65,010
4	52,499	56,546	57,280	62,167	67,132
5	54,742	58,764	59,460	64,334	69,324
6	57,080	61,069	61,723	66,577	71,587
7	59,518	63,464	64,072	68,898	73,923
8	62,060	65,953	66,510	71,300	76,336
9	64,710	68,539	69,042	73,785	78,828
10	67,474	71,227	71,670	76,357	81,402
11	70,356	74,021	74,397	79,019	84,059
12	74,110	76,924	77,229	81,774	86,802
13		80,756	80,168	84,624	89,636
14			84,067	87,574	92,562
15				91,549	96,554
*	76,393	83,108	86,468	94,024	99,060

All teachers not at maximum shall advance one step during 2012-2013.

*Teachers at maximum step in their respective columns in 2011-2012 shall move to this step for 2012-2013

Teachers new to Danbury will not be given experience credit greater than that given for experience in Danbury.

APPENDIX B-2
SALARY SCHEDULE
2013-2014

Step	I BA	IC BA+30	II MA	III 6th	IV PHD
1	48,104	52,250	53,077	58,053	63,028
2	50,159	54,299	55,097	60,077	65,085
3	52,301	56,429	57,194	62,171	67,210
4	54,535	58,642	59,371	64,339	69,404
5	56,864	60,942	61,630	66,581	71,670
6	59,293	63,332	63,975	68,902	74,009
7	61,825	65,816	66,410	71,304	76,424
8	64,466	68,397	68,938	73,790	78,919
9	67,219	71,079	71,562	76,362	81,496
10	70,090	73,867	74,286	79,024	84,156
11	73,084	76,764	77,112	81,780	86,903
12	77,730	79,775	80,048	84,630	89,739
13		84,562	83,094	87,580	92,669
14			87,981	90,633	95,694
15				95,669	100,794

All teachers not at maximum shall not advance one step during 2012-2013.

*Teachers at maximum step in their respective columns in 2011-2012 shall return to the maximum step in the appropriate column on the regular salary schedule for 2013-2014

Teachers new to Danbury will not be given experience credit greater than that given for experience in Danbury.

APPENDIX D

PROFESSIONAL DUES AND AUTHORIZATION CARDS

Employee authorization will be in writing on the form as set forth below:

ASSOCIATION MEMBERSHIP
198

LOCAL ASSOCIATION

SCHOOL

()
AREA CODE HOME PHONE

(203)
AREA CODE SCHOOL PHONE

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08	00				000	
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SOCIAL SECURITY NUMBER

REG UNI CNTY LOCAL SCH BLG
SERV DIST

LAST NAME, FIRST, MIDDLE INITIAL

NAME	
ADDRESS	
CITY & STATE	ZIP

ASS'N	MEMBE R- SHIP TYPE	ANNUAL PAYME NT
NEA		
CEA		
LOCAL		
TOTAL		

SEE CODES ON BACK OF FORM

METHOD OF PAYMENT <input type="checkbox"/>	SUBJECT <input type="checkbox"/>	POSITION <input type="checkbox"/>	LEVEL <input type="checkbox"/>	ETHNIC <input type="checkbox"/>
CODE	CODE	CODE	CODE	CODE

WERE YOU A MEMBER OF CEA LAST YEAR? YES NO

IF YES IN WHAT LOCAL? _____

I authorize Continuous Payroll Deduction of professional dues as may be determined from time to time, unless I revoke this authorization in writing to my local association and school business office between August 1 and September 1 of any year.

Dues payments are not deductible as charitable contributions for Federal income tax purposes, but may be deductible as a miscellaneous itemized deduction.

MEMBER'S SIGNATURE DATE LOCAL ASSOCIATION REPRESENTATIVE

PROCESSING CENTER COPY

APPENDIX E

It is understood that for a school system to function at its optimum, open and orderly channels of communication must exist. To this end the Advisory Committee to the Superintendent and the Building Principals have been most effective. To further these goals the following Advisory Committee procedures shall be in effect.

(1) Representative Council Members (R.C.M.'s) of the Association shall serve as members of the Advisory Committee to their Principal within their building. In cases where membership of the Advisory Committee exceeds the number of R.C.M.'s, additional members of the Association within the building shall be elected to this committee.

(2) The Advisory Committee to the Principal shall be responsible for establishing regular monthly meetings of the Committee and for calling special meetings when circumstances warrant.

(3) The Advisory Committee to the Principal shall elect one of the R.C.M.'s to serve as its Chairperson.

(4) The Advisory Committee to the Principal shall elect a member of this committee from each house or building to serve as members of the Advisory Committee to the Superintendent.

(5) The Chairperson of the Advisory Committee to the Superintendent shall be responsible for establishing regular monthly meetings of this committee and for calling special meetings of the committee where circumstances warrant.

(6) The Chairperson of the Advisory Committee to the Superintendent shall be appointed by the President of the Association with the approval of the Representative Council. It shall be the Chairperson's responsibility to submit unresolved issues to the PR&R Committee of the Association.

(7) Minutes of the meetings of the Advisory Committee to the Principal shall be disseminated to all building Teachers within one week of such meeting.

(8) Minutes of the Advisory Committee to the Superintendent shall be disseminated to all staff members within one week.

(9) It shall be the responsibility of the chairperson of each Advisory Committee to the Principal to forward minutes of meetings to the President of the Association and the Superintendent.

(10) All situations referred to the Advisory Committee to the Principal or Superintendent which are not resolved to the satisfaction of the Teacher involved or the satisfaction of the members of the Advisory Committee within thirty (30) days of

referral, shall be submitted to the PR&R Committee of the Association, which shall determine whether or not the referral is grievable. (The Association Chairperson shall be responsible for this submission at the Advisory Committee to the Principal Level).

APPENDIX F

Differentials paid in 1979-80 to teachers occupying steps on the MA+10 and MA+20 columns, respectively, in 1979-80 were as follows:

	<u>MA+10</u>	<u>MA+20</u>
0	342	684
1	361	722
2	361	723
3	361	721
4	361	723
5	361	723
6	362	722
7	361	721
8	361	722
9	361	722
10	360	721
11	361	721
12	361	723
13	362	722
14	362	723
15	359	720

APPENDIX G

HOURS FOR COACHING AND EXTRA CURRICULAR ACTIVITIES

HIGH SCHOOL

<u>Sport</u>	<u>Hours</u>
Football	322
Boys' Soccer	180
Girls' Soccer	180
Girls' Volleyball	180
Field Hockey	180
Boys' Cross Country	180
Girls' Cross Country	180
Boys' Basketball	237
Girls' Basketball	237
Boys' Indoor Track	150
Girls' Indoor Track	150
Wrestling	200
Baseball	220
Softball	210
Girls' Track	192
Boys' Track	192
Boys' Tennis	160
Girls' Tennis	160
Golf	150
Athletic Weight Trainer	255
Seasonal Assistant	100
Cheerleader Advisor	180
Boys' Swimming	180
Girls' Swimming	180
Boys' Lacrosse	190
Girls' Lacrosse	190

HIGH SCHOOL

<u>Extra Curricular Activity</u>	<u>Hours</u>
Senior Class Advisor	280
Junior Class Advisor	175
Sophomore Class Advisor	135
Freshman Class Advisor	90
Student Council Advisor	180
Producer - Musical	300
Director - Musical/Drama	210
Director - Staging Musical	150
Yearbook Advisor	360
Business Manager - Yearbook	80
Business Manager - Musical/Drama	20

HIGH SCHOOL (continued)

<u>Extra Curricular Activity</u>	<u>Hours</u>
Band Director	200
Math Club Advisor	100
Detention Monitor	110
Nutmegger	100
Megaphone	250
Food Services Program	285
Distributive Education Club	160
Future Business Leaders	160
Chess Club	30
Computer Club	30
Future Teachers	80
Variety Show	90
Medical Careers	30
Peer Leadership	220
Technology Student Assoc.	145
Jazz Band	30
Ass't Senior Class Advisor	115
Ass't Junior Class Advisor	70
Ass't Sophomore Class Advisor	55
Ass't Freshman Class Advisor	40
Ass't Student Council Advisor (BOG)	50
Key Club Advisor	45

MIDDLE SCHOOLS

<u>Extra Curricular Activity</u>	<u>Hours</u>
Student Council Advisor	90
Director Home Economics Show	30
Newspaper	30
Director - Stage	15
Director - Art/Decoration Stage	20
Jazz Ensemble	45
Choreographer	20
Yearbook	90
Honor Society	45
Intramurals	90
Concert Choir	45

INTERSCHOLASTICS
POSITION - SPORT

Head Coach – Football	Head Coach – Softball
Assistant Varsity Coach	Junior Varsity Coach
Junior Varsity Coach	Freshman Baseball Coach
Assistant	
Assistant	Head Coach – Baseball
Freshman Football Coach	Junior Varsity Coach
Assistant	Freshman Softball Coach
Head Coach - Girls Soccer	Head Coach – Girls Track
Junior Varsity Coach	Junior Varsity Coach
Assistant	
	Head Coach – Boys Track
Head Coach - Boys Soccer	Junior Varsity Coach
Junior Varsity Coach	
Assistant	Head Coach – Golf
Head Coach – Volleyball	Head Coach – Girls Tennis
Junior Varsity Coach	
Freshman Volleyball Coach	Head Coach – Boys Tennis
Head Coach - Field Hockey	Cheerleading Advisor
Junior Varsity Coach	(Sept., Mar., Dec.)
Head Coach - Girls Cross Country	Head Coach – Girls Swimming
	Junior Varsity Coach
Head Coach - Boys Cross Country	Freshman Swimming Coach
Head Coach - Girls Basketball	Head Coach – Boys Swimming
Junior Varsity Coach	Junior Varsity Coach
Freshman Basketball Coach	Freshman Swimming Coach
Head Coach - Boys Basketball	Head Coach – Girls Lacrosse
Junior Varsity Coach	Junior Varsity Coach
Freshman Basketball Coach	Freshman Lacrosse Coach
Head Coach - Girls Indoor Track	Head Coach – Boys Lacrosse
	Junior Varsity Coach
Head Coach - Boys Indoor Track	Freshman Lacrosse Coach
Head Coach – Wrestling	
Junior Varsity Coach	
Freshman Wrestling Coach	

HEALTH PLAN

	<u>In-Network (PPO)</u>	<u>Out-of-Network</u>
INPATIENT HOSPITALIZATION	\$500 copay (90 day rule; i.e. no additional co-pay if readmitted for same problem within 90 days)	70%/30%*
OUTPATIENT SURGICAL FACILITY	\$ 150 copay/admission	70%/30%*
OUTPATIENT DOCTORS VISITS Second Surgical Opinion Preadmission Testing	For the years 2012-2013 and 2013-2014: \$ 30 copay/visit. \$30 copay/visit	70%/30%*
Specialists		
PREVENTIVE CARE Physical Exams Immunization	For the years 2012-2013 and 2013-2014: \$ 30 copay/visit.	Not covered
OTHER HEALTHCARE FACILITIES (including Skilled Nursing 60 days/contract year)	\$150 copay	70%/30%**
VOLUNTARY FAMILY PLANNING		
<u>Voluntary Sterilization</u> Vasectomy Tubal Ligation	\$100 copay \$200 copay	70%/30%*
<u>Infertility</u> Office Visit & Diagnosis	For the years 2012-2013 and 2013-2014: \$ 30 copay/visit.	70%/30%* - Testing & Diagnosis only
Surgical Treatment	\$200 copay	
EMERGENCY CARE Physicians Office	For the years 2012-2013 and 2013-2014: \$ 30 copay/visit.	70%/30%* - Covered at in-network levels if it meets CHP's definition of emergency care
Hospital/Outpatient Facility	\$ 100 copay/visit (waived if admitted to Hospital) No charge	
Ambulance		
SHORT-TERM REHABILITATION Outpatient (60 days per condition)	\$ 20 copay/visit	70%/30%**

	<u>In-Network (PPO)</u>	<u>Out-of-Network</u>
MENTAL HEALTH & SUBSTANCE ABUSE		
Inpatient Mental Health (60 days/calendar year)	Treated as any other illness	70%/30%**
Outpatient Mental Health (30 sessions/calendar year)		
1-20 Sessions	\$ 20 copay	70%/30%
21-30 Sessions	\$ 30 copay	70%/30%
Group Therapy	\$ 20 copay	70%/30%
Inpatient Substance Abuse (30 days/contract year)	\$ 25 copay/day	70%/30%
Outpatient Substance Abuse (60 sessions/contract year)		
1-20 Sessions	\$ 20 copay	70%/30%
21-40 Sessions	\$ 25 copay	70%/30%
41-60 Sessions	\$ 30 copay	70%/30%
Substance Abuse Medical Detoxification is covered and is treated as a medical expense for duration and payment in all the above Mental Health & Substance Abuse options.		
INPATIENT DOCTORS VISITS	No Charge	70%/30%*
SURGEON'S FEES	No Charge	70%/30%*
ASSOCIATED MEDICAL SERVICES	No Charge	70%/30%*
Laboratory and X-Ray		
Allergy Testing & Treatment		
Blood Pressure Checks		
Casting and Dressing		
ADVANCED RADIOLOGICAL IMAGING (MRI, MRA, CAT scan, PET scan, etc.)	\$75 copay, \$375 maximum per calendar year	
HOME HEALTH CARE (out-of-network benefits are limited to 80 visits)	No Charge	70%/30% \$50 deductible contract year
VISION & HEARING SCREENING	As part of PCP exam	Not covered
ELECTIVE ABORTION	Inpatient hospital or outpatient benefit applies as authorized	70%/30%*
PAC/CSR	Provided through PCP	\$500/denial
PRE-EXISTING CONDITION LIMITATION	None	None
OUT-OF-POCKET MAXIMUM	Varies	\$2,250/\$4,950

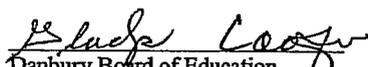
	<u>In-Network (PPO)</u>	<u>Out-of-Network</u>
ANNUAL DEDUCTIBLE	None	\$450/\$1,350
EXTERNAL PROSTHETIC APPLIANCES		
DURABLE MEDICAL EQUIPMENT		
LIFETIME OVERALL MAXIMUM	Unlimited	\$2,000,000
DEPENDENT AGE LIMIT	Same as indemnity plan	Same as indemnity plan
PRESCRIPTION DRUG	For the years 2012-2013 and 2013-2014: \$10 copay for generic, \$25 copay for formulary brand, \$45 copay for nonformulary brand.	70%/30%*
	Non-maintenance drugs 30 day supply Maintenance drugs, 90 day supply*** Employee pays copay plus difference between brand and generic price unless: (a) no generic equivalent, or (b) doctor mandates the brand drug.	
VISION CARE	One eye exam every two contract years; \$10 copay per exam. One pair eyeglasses/contacts in a 24-month period Maximum Limitations: Single Lenses \$20 Bifocals \$30 Trifocals \$40 Frames \$30 Contact Lenses \$75	Not covered

- * Subject to contract year deductible.
 ** Subject to contract year deductible; in-network visits reduce the out-of-pocket limits.
 *** Additional maintenance drugs may be added to Anthem BC/BS list upon physician certification of need.

Memorandum of Understanding

The following additional agreements between the Danbury Board of Education and NEA-Danbury shall be implemented:

1. Any contrary past practice to the contrary notwithstanding, when the basic job responsibilities of a unit member include consultation with an training of other unit members (e.g., language arts specialist, math specialist, literacy leaders, technology leaders and other similar provisions), that unit member will not receive any special stipend for providing in-service training to other unit members within the work day.
2. The procedure for reviewing memoranda of agreement and similar documents set forth in Article XXV shall be implemented with the issuance of the 2010 arbitration award on a one-time basis. Either party may propose that any such agreements be modified or terminated, with related negotiations, if any, governed by the provisions of Conn. Gen. Stat. § 10-153f(e).


Danbury Board of Education


NEA - Danbury

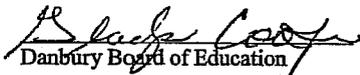
Memorandum of Agreement

In the recently concluded negotiations, the Danbury Board of Education and NEA-Danbury agreed upon the joint goal of increased teacher input on professional development activities and other issues that influence the learning environment. The parties' agreement expressly recognizes that financial constraints make it impossible to implement many worthwhile ideas for professional development. To explore the possibility of achieving these goals, the parties agree to implement a new approach for facilitating such teacher input

Three representatives from NEA Danbury, two from central administration, and three from the Danbury Administrators Association shall form an ad hoc committee to create structures to address input and feedback on professional development, school operations, curriculum and other initiatives. By the start of the 2012-13 school year the committee will create school-based structures that will enhance professional dialogue at the school level among teachers and administrators.

Once this new structure is in place, the activities of the District Development Council and the Principal's Advisory Committee as authorized by Article XXIII and Appendix E shall be suspended for the life of the successor agreement, July 1, 2012 through June 30, 2014, subject to the paragraph below.

This agreement shall be implemented on a trial basis during the contract term, and shall be subject to termination by either party upon sixty days prior written notice to the other party. Should this agreement be terminated by either party, the provisions of Article XXIII and Appendix E shall again be effective at the written election of either party.


Danbury Board of Education


NEA - Danbury