# AGREEMENT BETWEEN THE TRUSTEES AND THE EDUCATION ASSOCIATION JULY 1, 2014 TO PRESENT JUNE 30, 2017

# NORWICH FREE ACADEMY



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# ARTICLE I PREAMBLE

This Agreement is entered into this 1<sup>st</sup> day of July, 2014, by and between the Trustees of The Norwich Free Academy, Norwich, Connecticut, and the Education Association, Norwich Free Academy, Norwich, Connecticut.

# ARTICLE II RECOGNITION

<u>Section 1</u>. The Academy recognizes the Association as the exclusive representative of the teachers as defined in Section 10-153 of the Connecticut General Statutes, as amended.

<u>Section 2</u>. The Association shall, not later than September 15<sup>th</sup> of each year, furnish the Academy with a list of its officers and steering committee members and shall notify the Academy as soon as possible of any changes. Such notification shall be sent to the Head of School/Superintendent.

Section 3. The Academy shall annually, on October 1<sup>st</sup>, furnish the Association with a list of all certified employees recognized in Article II, Section 1, and shall notify the Association of any changes. Such notification shall be sent to the President of the Association.

# <u>ARTICLE III</u> ACADEMY PREROGATIVES

It is recognized that the Academy has, and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of The Norwich Free Academy in all its respects. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part. No action taken by the Academy with respect to such rights, responsibilities and prerogatives shall be subject to the grievance provisions of this Agreement unless specifically provided for in this Agreement.

# ARTICLE IV GRIEVANCE PROCEDURE

# Section 1. Purpose

The purpose of this grievance procedure shall be to maintain cooperation and understanding between the Association and the Academy and to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the interpretation of this Agreement. Nothing in this Agreement shall be construed as limiting the right of any employee having a problem to discuss the matter informally with the Head of School/Superintendent.

#### Section 2. Definitions

- a. A grievance shall be defined as a claimed misapplication or misinterpretation of a specific provision of this Agreement. All grievances shall be in writing, giving a short statement which identifies the article and section of the contract which is misapplied or misinterpreted, a short statement of the facts supporting the grievance and the relief requested, and must be filed with the aggrieved teacher's Administrative Supervisor or designee, as determined by the Head of School/Superintendent, within thirty (30) calendar days of the act or omission upon which the grievance is based.
- b. "Aggrieved teacher" shall be defined as a bargaining unit member, as set forth in Article II, Recognition, Section 1, or a group of bargaining unit members similarly affected by a grievance.

# Section 3. Time Limits

Time is of the essence in the grievance procedure as well as throughout the contract. Since it is important that grievances be processed as promptly as possible, the number of days indicated at each step shall be construed as a maximum. The time limits specified may, however, be extended by written

agreement between an officer of the Association and the Head of School/Superintendent.

# Section 4. Informal Procedures

If a teacher feels that he/she may have a grievance, he/she will first discuss the matter with his/her Administrative Supervisor or designee, as determined by the Head of School/Superintendent, in an effort to resolve the problem informally. All teachers will be notified by September 10<sup>th</sup>, or within ten (10) days of being hired, as to their Administrative Supervisor or designee.

# Section 5. Formal Procedures

#### a. Level One

- If the aggrieved teacher is not satisfied with the informal disposition of the grievance at the informal procedure level, he/she may proceed to file a formal written grievance with his/her Administrative Supervisor or designee, as determined by the Head of School/Superintendent.
- 2. The Administrative Supervisor or designee, as determined by the Head of School/Superintendent, shall, within five (5) days of the formal written grievance, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance.

#### b. Level Two

- If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level One, within five (5) days of the meeting with his/her Administrative Supervisor or designee, as determined by the Head of School/Superintendent, he/she may appeal the decision, or absence of a decision, to the Head of School/Superintendent.
- 2. The Head of School/Superintendent shall, within ten (10) days after the receipt of the appeal, schedule a meeting with the aggrieved teacher. The Head of

School/Superintendent shall, within five (5) days after said meeting, render a decision upon the grievance to the aggrieved teacher.

#### c. Level Three

- If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two, he/she may request that the Association shall submit the grievance to arbitration with the American Arbitration Association (hereinafter referred to as the "AAA"). All valid claims for arbitration must be submitted to the Boston AAA office, with a copy sent by certified mail to the Head of School/Superintendent within ten (10) days of the decision rendered at Level Two of the grievance procedure.
- 2. The parties shall agree upon a mutually acceptable arbitrator from a list of arbitrators submitted by the AAA.
- 3. Once selected, the arbitrator shall schedule a hearing after school hours at which the teacher and his/her representative and the Academy and its representatives may be heard. The arbitrator shall have no authority to add to, subtract from or modify in any way the terms of this Agreement.
- 4. The cost of arbitration shall be borne equally by the parties. Such arbitration shall be binding upon either party.
- 5. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates, modifies, alters or changes the terms of this Agreement.

#### Section 6. Rights of Teachers

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

participation.

b. Any aggrieved teacher may be represented at Levels One through Three of the formal grievance procedure by a person of his/her own choosing except that he/she may not be represented by a representative of or by an officer of any teacher organization other than the Association, The Connecticut Education Association or National Education Association.

# Section 7. Miscellaneous

- a. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- b. When a meeting or hearing is scheduled during a school day by the Head of School/Superintendent pursuant to Level Two of the grievance procedure, persons whose attendance at such meeting or hearing is necessary, including witnesses, if any, shall be released without loss of pay in order that they may attend.

# <u>ARTICLE V</u> <u>COMPENSATION, BENEFITS, LEAVE PROVISIONS</u> AND MISCELLANEOUS CONDITIONS OF WORK

#### Section 1. Salary and Method of Payment

- a. Effective September 5, 2014, each teacher shall be paid a salary pursuant to the salary schedules attached hereto as Schedule A.
- All teachers, except as provided in Section c below, shall be paid on a bi-weekly basis in twenty-six (26) installments.
- c. Teachers may elect to receive their summer (July and August) pay installments along with their last paycheck in June provided that written notice is given to the Academy by April 1<sup>st</sup>.
- d. For the purpose of placement on the salary schedule, teachers may be given full credit for previous experience provided that no new hiree be placed on the salary schedule at a higher

level than a teacher originally employed at the Academy with the same years of experience. Such credit may be given for previous experience in accredited secondary private schools, public schools, colleges approved for certification purposes by the Connecticut State Department of Education and military dependency schools, provided that such experience for any one (1) year shall have been continuous service for at least one-half (½) of that school year and provided the experience is in the specific area that the teacher will be teaching at the Academy.

e. Each employee shall complete necessary documentation in order for the Academy to implement direct deposit for such employee. Exceptions to direct deposit may be granted by the Head of School/Superintendent or his/her designee on a case-by-case basis. A denial of an exception shall not be subject to the grievance procedure, as set forth in Article IV herein.

#### Section 2. Insurances

- a. The Academy agrees to make the following insurances or substantial equivalent coverage available to all teachers. Descriptions of insurance coverage and benefits in this Article are illustrative only, do not change the actual provisions of any insurance plan, and neither the Board nor the Association shall be held responsible for any error in description. Teachers with questions about insurance coverage are urged to refer to copies of the master policies or to contact an administrative or Association representative with insurance experience.
- b. All eligible NFA teachers and their eligible dependents shall be subject to health insurance coverage provided through the Anthem Blue Cross/Blue Shield of Connecticut Century Preferred PPO plan (the PPO PLAN), with the coverage set forth in Article V, Section 2, subsection d., 1 or a substantially equivalent plan.
- c. A PPO High Deductible Health Plan ("HDHP") with the coverage set forth in Article V,

Section 2, subsection d, 2. or a substantially equivalent plan shall be available to eligible employees as an alternative option to coverage under the PPO PLAN.

- d. 1. The PPO PLAN shall provide medical, dental, mental health, prescription drug, hospital, surgical, x-ray and office visit coverage. The PPO PLAN shall be the standard Century Preferred PPO Plan written by Anthem Blue Cross/Blue Shield of Connecticut, with the following exceptions only:
  - Primary care physician office visit co-pay per visit of \$30.00 (\$40.00 specialists);
  - outpatient physical therapy, occupational therapy, speech therapy and chiropractic services (maximum 50 combined visits per year) \$40.00;
  - outpatient mental health/substance abuse \$40.00;
  - in-patient hospital co-pay of \$500.00 per day (maximum of \$1,500.00 per year);
  - inpatient mental health/substance abuse \$500.00 per day (maximum of \$1,500.00 per year);
  - rehabilitative services \$500.00 per day (maximum of \$1,500.00 per year);
  - skilled nursing facility \$500.00 per day (maximum of \$1,500.00 per year);
  - emergency room \$150.00;
  - urgent care \$25.00;
  - high cost diagnostic lab and x-rays \$50.00 (maximum of \$375.00);
  - out-patient surgery \$250.00;
  - prescription drug coverage with a co-pay of \$15.00 for generic drugs, \$30.00 for brand name formulary, \$45.00 for brand name non-formulary and mail order at one co-pay per three month supply, \$1,200.00 maximum per member per calendar year (effective January 1, 2015 a prescription deductible of \$500.00 (single), \$1,000.00

(single + 1), \$1,500.00 (family) must first be met, then three tier formulary to a maximum of \$1,200.00);

- out-of-network deductible \$400.00/\$800.00/\$1,200.00;
- Co-ins. Max (80/20) \$600.00/\$1,200.00/\$1,300.00;
- Out of Pocket Max: \$1,000.00/\$2,000.00/\$2,500.00.

# The PPO:

- Does not cover gastric bypass surgery
- Infertility benefits are subject to the state mandate limits

# d. 2. High Deductible Health Plan

#### Summary of Plan Design:

The HDHP shall have a \$2,000.00 single and \$4,000.00 family deductible for in network services. Prescription drugs are covered as part of the program and are subject to the deductible. Once the deductible is met there shall be no coinsurance in network for covered services. The HDHP:

- Does not cover gastric bypass surgery
- Infertility benefits are subject to the state mandate limits

Out of network medical services will be subject to an 80% plan/20% member coinsurance to a maximum of \$2,000.00 for the individual and \$4,000.00 for the family. The combined in-and-out-of-network out-of-pocket maximum for these services is \$4,000.00 for the individual and \$8,000.00 for the family.

In year one of the contract (July 1, 2014 through June 30, 2015), the Academy will contribute fifty percent (50%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA").

In year two of the contract (July 1, 2015 through June 30, 2016), the Academy will contribute fifty percent (50%) of the applicable deductible amount into the employee's established HSA. In year three of the contract (July 1, 2016 through June 30, 2017), the Academy will contribute fifty percent (50%) of the applicable deductible amount into the employee's established HSA. The Academy's contribution toward the deductible will be deposited into the HSA accounts on or about July 1<sup>st</sup> (fifty percent (50%) of the Academy's contribution toward the deductible) and on or about January 1<sup>st</sup> (the remaining fifty percent (50%) of the Academy's contribution toward the deductible) in each contract year.

The parties acknowledge that the Academy's contribution toward the funding of the HDHP is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed teachers. The Academy shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment.

e. 1. For teachers electing the Century Preferred PPO Plan, for each full-time teacher, and family or other eligible dependents, if applicable, who is employed for the school year, the Academy agrees to pay the full costs of the insurance as established by Anthem Blue Cross/Blue Shield, less the teacher's contribution rate which, effective July 1, 2014 shall be a contribution rate of twenty percent (20%) based upon the Academy's Cobra Rate on July 1<sup>st</sup> of each year of the contract; increased to a contribution rate of twenty-one percent (21%) effective July 1, 2015 and increased to a contribution rate of twenty-two percent (22%) effective July 1, 2016.

e. 2. For teachers electing the PPO HDHP, for each full-time teacher, and family or other eligible dependents, if applicable, who is employed for the school year, the Academy agrees to pay the full costs of the insurance as established by Anthem Blue Cross/Blue Shield, less the

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teacher's contribution rate which, effective July 1, 2014 shall be a contribution rate of fifteen percent (15%) based upon the Academy's Cobra Rate on July 1<sup>st</sup> of each year of the contract; increased to a contribution rate of sixteen percent (16%) effective July 1, 2015 and increased to a contribution rate of seventeen percent (17%) effective July 1, 2016. Such insurance contributions shall be based upon the Academy's COBRA rate on July 1 of each year of the contract, and shall be made via payroll deductions.

f. Such contributions shall be made subject to section 125 of the Internal Revenue Code of 1986, as amended. The right of teachers to option back to the PPO PLAN from the PPO HDHP or vice versa shall be governed by the rules of the insurance companies.

g. When two (2) members of the same family receive full insurance coverage under this Agreement, the Academy may request one (1) such family member to voluntarily waive his/her coverage and said employee shall receive five hundred dollars (\$500.00) annually or a pro rata share per month for any month in which his/her coverage is waived.

h. When a teacher who is eligible for single coverage voluntarily waives the Academy's health insurance plan, he/she will be paid seven hundred fifty dollars (\$750.00). A teacher who is eligible for 2-person coverage will be paid a total of one thousand dollars (\$1,000.00) if coverage is waived for both persons and a person who is eligible for family coverage will be paid one thousand two hundred fifty dollars (\$1,250.00) if he/she waives family coverage. The waiver will be paid in two increments - one-half ( $\frac{1}{2}$ ) in October and one-half ( $\frac{1}{2}$ ) in May. Such election to waive coverage may be made on an annual basis no later than June 1<sup>st</sup> for the Plan Year of July 1<sup>st</sup> through June 30<sup>th</sup>. The Academy reserves the right to limit the number of teachers who may voluntarily waive their health insurance coverage in order to preserve the integrity of the group plan. If more teachers elect to waive their coverage than can be

accommodated, then the date of hire will be used as a determining criteria.

i. Eligible teachers shall receive a thirty thousand dollar (\$30,000.00) life insurance policy.

# Section 3. Severance Pay

Professional staff members who have attained fifty-five (55) years of age, who have taught continuously at the Academy for ten (10) consecutive years as a full-time, regular professional employee, who do not participate in the early retirement program, and who retire from the teaching profession by application to the Connecticut State Teachers' Retirement Fund, shall be entitled to a one (1) time severance payment of one hundred dollars (\$100.00) for each full year of service to the Academy. The payment shall be in a separate check and shall be paid with the last paycheck provided to the retiring staff member.

# Section 4. Sick Leave

- a. Full-time teachers shall be entitled to fifteen (15) days sick leave for each school year of employment. Sick leave may be accumulated from year to year to a maximum of one hundred seventy (170). Part-time and/or job share teachers shall receive a pro-rated number of sick days per year.
- b. In addition, during the term of the contract, a teacher shall be entitled to an aggregate of up to forty-five (45) extended sick days paid at a rate equal to the teacher's per diem salary (1/185 of the teacher's annualized salary) less the actual cost of a substitute, which shall not exceed a BA+1.
- c. The Academy, in its sole discretion, may grant further extended sick leave with or without pay.
- d. Sick leave may not be used for any other purpose except accident, illness, or injury to the teacher. A note from the physician treating the teacher for his/her illness may be required 11

upon return from an absence of three (3) or more consecutive days. A note from the physician treating the teacher for his/her illness may be requested if a review of the teacher's record demonstrates a pattern of absenteeism during the current academic year. Sick leave taken in the event of a medical illness or injury or follow-up to surgery in accordance with a specific medical directive, as provided by the teachers' treating physician, shall not be considered an excessive use of sick leave for purposes of this Article. The teacher must notify the designated representative of the Head of School/Superintendent on or before the first day of the absence due to illness or injury and inform him/her as to the nature of the illness and as to when the teacher expects to return to work. The teacher is expected to keep the designated representative of the Head of School/Superintendent reasonably informed during such absence. Each teacher shall be entitled to utilize up to a maximum of four (4) days accumulated sick leave per year for absence required when a member of the teacher's immediate family is ill or injured so that the personal attendance of the teacher is necessary.

#### Section 5. Personal Leave

- a. It is recognized by all that absences by regular teachers from the classroom interrupt the educational process and must, therefore, be held to an absolute minimum.
- b. In each school year, each teacher shall be entitled to obtain three (3) days' leave for imperative personal business or legal obligations which cannot be conducted outside of school hours. With the exception of one (1) personal day, reasons for such leave must be made in writing to the Head of School/Superintendent as early as possible, but not less than two (2) school days before such absence occurs, except in extreme emergencies. No request for personal leave will be submitted so as to extend a holiday or vacation period, nor shall personal leave be taken during the first two (2) weeks or the last two (2) weeks of the school

year unless an extreme emergency arises. Personal leave days are not cumulative.

- c. Nothing in this section shall preclude the Head of School/Superintendent from granting additional personal leave with or without pay for reasons which he/she deems urgent.
- d. Temporary leaves may be granted for time necessary for appearances in any legal proceedings connected with the teacher's employment or with the operation of The Norwich Free Academy. Temporary leave granted under this section for Academy business will not be charged against a teacher's personal leave.

#### Section 6. Teacher Hours and Load

- a. The parties agree that the Academy has the exclusive right to determine the scheduled employment year and for the duration of this Agreement the scheduled employment year shall not exceed one hundred eighty-five (185) days.
- b. When required, changes in the scheduling of the school day shall be made by the Head of School/Superintendent as he/she deems necessary in light of the current conditions. Except in emergencies, as determined by the Head of School/Superintendent, teachers will be consulted concerning any schedule changes in the school day.
- c. No teacher will be required to teach outside the area for which he/she is certified by experience and professional training or qualified by professional experience.
- d. All teachers will be at school before and after the school day long enough to discharge their professional responsibilities to the Norwich Free Academy. It is understood that the following schedules represent the minimum basic requirements, and that it may be necessary for teachers to arrive earlier or stay later to discharge their responsibilities.

#### **Basic Schedules:**

Teacher Work Day Begins:	7:15 a.m.
(teachers must be in classroom)	
Teacher Work Day Ends:	3:00 p.m.
Student School Day Starting Time:	7:25 a.m.
Basic Student School Day Ends:	2:15 p.m.
(student release time)	

It shall be the duty and professional responsibility of each NFA teacher to schedule an conduct after-school help sessions for students of at least thirty (30) minutes' duration a minimum of two (2) times each week. Such sessions shall begin five (5) minutes after the normal release time for students at the end of the student school day. Should no students attend a particular help session, the teacher shall use the time for the discharge of other professional responsibilities. Teachers shall not schedule help sessions on days set aside for faculty, house, and department meetings. On occasion, student help sessions may be cancelled by the administration to permit the teacher to attend other school-related meetings.

e. Incorporated within the student school day, from the hours of 7:25 a.m. – 2:15 p.m., will be the student teaching day consisting of, except as set forth below and in Article V, Section 6. f., up to five (5) teaching classes, one (1) duty period, one (1) preparation period, one (1) duty free lunch period (minimum thirty (30) minutes), a homeroom assignment, and student passing time. The NFA student-teacher mentoring program will be a maximum of thirty-five (35) mentoring sessions per year at a maximum of thirty (30) minutes per session.

Ninth and tenth grade unit teachers will be assigned one-half  $(\frac{1}{2})$  channel duty per week. The other one-half  $(\frac{1}{2})$  channel will be used for unit activities include, but are not limited to PPT's, SST's, collaboration with other unit teachers and offering help to students in their units.  f. Homeroom assignments for certain positions teaching six (6) classes per day – effective as of September 1, 2005:

In year one of the contract, all positions who are assigned to teach six (6) classes per day as part of their regular assignment (including Technology Education, Family Consumer Life Science, Physical Education/Health and Art will be compensated at an annual rate of two thousand dollars (\$2,000.00) for such sixth class. In year two of the contract, such rate will be three thousand dollars (\$3,000.00); in year three of the contract, such rate will be four thousand five hundred dollars (\$4,500.00).

Additionally, those teachers who are not currently required to have a homeroom assignment may be assigned homeroom duty as needed by the Academy in its discretion, with input from the Association. NFA will first request volunteers; will make assignments as needed on a rotating multi-year basis. Volunteers or those teachers assigned homeroom under this paragraph shall receive five hundred dollars (\$500.00) per year for the homeroom coverage.

This five hundred dollars (\$500.00) payment will not apply to those teachers who are currently teaching six periods per day on a voluntary basis, who have a homeroom duty, but who also receive additional compensation for volunteering for a sixth period.

Special education teachers will not be assigned a homeroom. For purposes of special education teachers, case management shall be considered their duty period.

- 1. Teachers who are asked to teach additional classes in lieu of study hall duty beyond the normal workload (for example: to teach a sixth academic class) will be compensated at an annual rate of four thousand five hundred dollars (\$4,500.00).
- 2. Teachers who are asked to substitute a preparation period for hall patrol, cafeteria duty or for each class taught will be compensated at the rate of thirty dollars and seventy

five cents (\$30.75) in year one of the contract (July 1, 2014 through June 30, 2015), thirty one dollars and six cents (\$31.06) in year two of the contract (July 1, 2015 through June 30, 2016) and thirty one dollars and thirty seven cents (\$31.37) in year three of the contract (July 1, 2016 through June 30, 2017).

- 3. In the event that the school year is extended beyond that in Section 6.a. or the workday is extended beyond that in Section 6.e., the parties agree to negotiate over the impact of such change or changes. If the parties do not reach an agreement within sixty (60) days of the time the Association notifies the Academy of its intent to negotiate, the dispute shall be referred to the AAA for a final and binding resolution of said issue or issues.
- g. Teachers shall receive a duty-free lunch period.
- h. The Association and the Academy recognize that participation and attendance at schooloriented programs and/or meetings outside of normal teaching hours are part of the duties of the professional teacher. Therefore, teachers may be required to attend monthly meetings after school. Normally, agendas will be posted at least five (5) school days in advance of the meeting. However, the parties recognize that attendance at all evening functions may not be possible; therefore, active participation to the fullest extent is encouraged and attendance at evening meetings other than the three (3) parent-teacher nights and one (1) graduation duty per school year, as may be requested by the Head of School/Superintendent, shall be on a voluntary basis. The above mentioned three (3) parent-teacher nights will be followed by three (3) early release days to be scheduled in consultation with the Association. In the event that the Academy adds one (1) additional parent-teacher night, it will be followed by one (1) additional early release day to be scheduled in consultation with the Association.

#### Section 7. Notification of Teaching Assignment and Teaching Schedule

- a. All teachers will be assigned to positions by the Head of School/Superintendent, whose responsibility it will be to place teachers where their contributions will be of greatest benefit to the educational program. Tentative assignments and teaching schedules for the coming year and notification thereof will be made by the close of school in June.
- b. In the event of a change in circumstances or conditions during the months of July and August, such assignments may be changed only as required thereby, with immediate notice in writing to the teacher affected.

#### Section 8. Posting of Professional Positions

- a. Whenever any vacancy in a teacher position which the Academy intends to fill occurs during the school year, it will be adequately publicized by the Head of School/Superintendent by means of an e-mail to all bargaining unit members. Adequate publication shall mean the notice of vacancy shall be e-mailed at least ten (10) days prior to the filling of the position to bargaining unit members' Academy e-mail addresses.
- b. During the months of July and August, written notice of any such vacancy will be given to the Association President and to such staff who request such notice in writing and provide the Academy with his/her summer addresses.
- c. In notices for job vacancies, the notice shall set forth the qualifications for the position, its duties and the rate of compensation.

#### Section 9. Personal Development and Educational Improvement

a. Teachers shall receive fifty percent (50%) reimbursement of tuition costs up to a maximum amount equal to fifty percent (50%) of the prevailing UCONN-Storrs cost for a three (3) credit course, provided:

- that such courses are part of a course of study for one (1) Graduate Degree submitted to and approved by the Head of School/Superintendent or a designee prior to the beginning of any such course;
- that such courses are taken at an accredited college or university or a recognized professional training school;
- that such courses be for either (a) a certification requirement, as determined by the Academy; or (b) in order to enhance the skills of the teacher as a secondary school teacher; and
- 4. the request for reimbursement is submitted within thirty (30) days from the date the course is completed. Proper paperwork from the college or university must be submitted within such time frame. A failure to timely submit a request for reimbursement within thirty (30) from the date the course is completed shall be considered a waiver of the request for reimbursement, unless extenuating circumstances precluded the teacher from submitting the request for reimbursement within the thirty (30) day timeframe set forth herein. In order for the extenuating circumstance exception to be considered by the Academy, the teacher must advise the Head of School/Superintendent, in writing, of the extenuating circumstances within the thirty (30) day timeframe.

Any current bargaining unit member enrolled in a course of study toward a specific degree approved by the Academy as of June 30, 2014 shall remain eligible for reimbursement for such course of study for the specific degree in accordance with Section 9. a. 1-4 regardless of the degree.

In addition, teachers who meet the criteria set forth above for reimbursement for tuition costs

shall receive up to one hundred dollars (\$100.00) annually towards fees charged by the accredited college or university with written proof of the fees charged by the accredited college or university.

b. Teachers shall be entitled to one (1) professional day per year subject to the approval of the Head of School/Superintendent. Teachers attending conferences, workshops, seminars or other professional improvement sessions with the prior approval of the Head of School/Superintendent shall receive one hundred percent (100%) of the reasonable cost incurred thereby, including fees, lodging and/or transportation costs, provided, however, that they may be required to substantiate such cost by appropriate documentation.

#### Section 10. Educational Development Committee

The Association shall appoint an educational development committee which will consider the future of the curriculum, teaching loads, teaching materials, teaching facilities and all aspects of educational methodology intended to encourage improvement of the educational program. This committee will cooperate with the administration in the implementation of educational revision and will periodically meet with the administration and make recommendations to the Head of School/Superintendent. These recommendations will be submitted to the Academy on a mutually agreed-upon agenda.

#### Section 11. Leaves of Absence

For good cause and with the specific recommendation of the Head of School/Superintendent, a teacher may be granted a leave of absence. The duration of the leave shall be established at the time it is granted. Said leave shall be without pay. The teacher may continue his/her fringe benefits during such leave at his/her own expense at the Academy's COBRA rate. Said leave shall not normally exceed one (1) year. However, additional time may be granted if the Academy deems it to be in the interest of the

Academy. Upon expiration of the leave, the teacher shall be reinstated in the former or equivalent position unless the former position has been eliminated or there is no equivalent position.

#### Section 12. Maternity Leave

- a. Any teacher who becomes pregnant shall notify the Head of School/Superintendent at least four (4) months prior to the expected date of delivery. Such notice shall include a physician's confirmation of the pregnancy and estimated date of delivery.
- b. Leave shall begin when, in the opinion of the attending physician, the teacher is no longer able to work, or upon confinement.
- c. Leave shall expire normally six (6) weeks following the birth of the child or when, in the opinion of the attending physician, such teacher is able to return to work.
- d. Leaves taken pursuant to this section shall be applied to accumulated sick leave or, at the option of the teacher, be without pay.
- e. Failure to return to work after approval of the attending physician shall constitute a resignation from employment.
- f. Advancement on the salary schedule will be granted to the teacher upon return to the Academy and in accordance with the provisions of Article V, section 1, <u>supra</u>, provided the teacher was employed for not less than one (1) semester during the school year in which the maternity leave occurred.
- g. Upon expiration of maternity leave, the teacher shall be reinstated in the former or equivalent position, unless the former position has been eliminated or there is no equivalent position.

#### Section 13. Sabbatical Leave

Sabbatical leave for two (2) teachers will be available with the approval of the Academy and the recommendation of the Head of School/Superintendent. To be eligible for sabbatical leave, the teacher

must have taught at the Academy for seven (7) years and must agree to return to the Academy for an additional two (2) years. Teachers who are granted sabbatical leave will receive fifty percent (50%) of their salary and all benefits which full-time teachers receive. The sabbatical year will be considered a teaching year for the purposes of step placement on the salary schedule. If the teacher receives other grants or fellowships during the period of the sabbatical year, that fact must be reported to the Head of School/Superintendent. In no case may the combined income of such grants and amount received from the Academy exceed the teacher's base salary for the corresponding year.

Sabbatical leave for a shorter duration may be approved by the Academy if, in the judgment of the Head of School/Superintendent, such leave is in the best interests of the Academy.

#### Section 14. Extra Pay for Extra Services

- a. Extra services for which extra compensation shall be paid will be in the amount as set forth in this Agreement in Appendix B. Teachers <u>shall not</u> receive extra compensation for assisting with graduation ceremonies or for CAPT testing. The EANFA shall be allowed input into the establishment of non-volunteer schedules for Graduation Assignment and input into the selection of staff for CAPT testing supervision and monitors.
- b. All extra services for which compensation is provided will be on separate contract forms and will be set up on an annual basis.
- c. All such appointments are subject to review and approval by the Academy on an annual basis.
- d. Teachers may be assigned to extra service activities, including those for which no compensation is given, in absence of volunteers to assume extra service involvement.
  Involuntary assignment to extra service activities will be on a rotating basis for all employees in the bargaining unit.

- e. The Academy agrees to negotiate the summer work schedule for guidance counselors with the Association by the end of the January preceding that summer. Should additional work be required beyond the agreed-upon schedule, payment will be made according to the schedule as defined in Article V, section 14, subparagraph f of this Agreement.
- f. Guidance counselors will be scheduled for nine (9) days during the summer recess. Such additional days will be scheduled immediately following or preceding the regular school year, provided however that the Academy may schedule each guidance counselor for a maximum of two (2) of these days during other dates during the summer recess. For the two (2) days not scheduled immediately following or preceding the regular school year, a sign up sheet with dates will be posted in the guidance office prior to February 15<sup>th</sup> of each academic year. Each guidance counselor shall then sign up for two (2) days. Counselors will be paid at their per diem rates based on a seven (7) hour workday.

At the discretion of the Head of Schools or his/her designee, special education teachers and school social workers may work one (1) additional day during summer recess. At the discretion of the Head of Schools or his/her designee, school psychologists may work two (2) additional days during summer recess. These days, beyond the normal work year of one hundred eighty-five (185) days, shall be scheduled by mutual agreement between the Head of Schools or his/her designee and the impacted teacher. Special education teachers, school social workers and school psychologists shall be paid their applicable per diem, rate for the additional day(s) of work.

g. Employees, with the approval of the Head of School/Superintendent, may job share. Job Sharing will be decided on a case-by-case basis by the Head of School/Superintendent and shall not be subject to the arbitration process set forth herein.

#### Section 15. Teacher Evaluations

- a. Evaluation of certified personnel shall be implemented with the guidelines established by the Academy after consultation with the Association. Said consultation shall occur on a yearly basis. Teacher evaluation shall be used to improve teaching performance, instruction by teachers and the assessment of a teacher's professional competence.
- b. All observation by any means for the purpose of evaluation of the professional performance of a teacher will be conducted openly with full knowledge of the teacher.
- c. A written evaluation report will be completed after each official evaluation visit and a conference will be held with the teacher, who will sign the report to indicate the fact that a review has been completed, not that the teacher necessarily agrees with the report.
- d. A copy of any evaluation shall be given to the teacher within five (5) working days of the conference. The teacher shall review the evaluation and, within five (5) working days of the receipt of such evaluation, inform the evaluator in writing with a copy to the Head of School/Superintendent of affirmative action which will be taken to remedy deficiencies, if any, outlined in the evaluation.
- e. The teacher will have the right to submit a written answer to such material and his/her answer will be reviewed by the Head of School/Superintendent and attached to the file copy of the evaluation.
- f. The contents of evaluation reports are not subject to the grievance and arbitration procedures.
- g. Evaluations will be carried out in a consistent manner. The normal number of evaluations will be one (1) per year for tenured teachers and two (2) per year for nontenured teachers.

#### Section 16. Protection

a. Teachers shall receive the protection of Connecticut General Statutes Sections 10-235 and

10-236.

b. Teachers shall immediately report all cases of assault suffered by them in connection with their employment to the Head of School/Superintendent in writing.

# Section 17. Discipline

No teacher shall be disciplined without just cause.

Verbal warnings and written warnings shall not be subject to arbitration under Article IV.

# ARTICLE VI NFA CULTURAL VOLUNTEERISM AND COMMUNITY SERVICE

The Norwich Free Academy has a tradition of commitment to a culture steeped in service, volunteerism and stewardship. Unquestionably, faculty and administration serve as role models in all we do, especially in these areas. Consequently, all certified staff will be involved in Academy activities additional to their basic teaching assignments. These activities may include, but are not limited to, paid positions such as "Schedule B" and Coaching, as well as unpaid contributions such as committee work, Teacher of the Year, Strategic Planning, EANFA Steering Committee, Glad & Sorry, etc. Chaperoning school activities outside of the normal day, e.g., dances, plays, field trips, and other activities as appropriate are also appropriate.

In the spirit of professionalism, all certified staff will participate in activities to help the school and its students. In those rare instances when someone may be physically incapacitated or otherwise unable to serve, provisions will be made.

In addition, effective September 1, 2001, each NFA teacher who is involved in a co-curricular activity must incorporate a community or public service component for the group, such service component to be approved by the Administration.

# ARTICLE VII LAYOFF AND RECALL

<u>Section 1</u>. Whenever a teaching position in a particular department or specialized area is eliminated, the determination of the teacher to be separated will be based on:

a. seniority, except as nontenured;

b. teaching performance;

c. area of certification; and

d. professional training and education.

Section 2. Teachers laid off shall remain on a recall list until September 1 in the calendar year following their layoff. Teachers shall be removed from the recall list if offered reappointment to any position for which they are certified involving .5 time or more.

Section 3. Any teacher on the reappointment list shall be sent, through certified mail, a written offer of employment at least fifteen (15) days prior to the date of reappointment. Said teacher shall accept or reject the appointment in writing within ten (10) days of receipt of the offer.

#### ARTICLE VIII CLASS SIZE

<u>Section 1</u>. The parties recognize the size of classes is an important fact in the quality of education afforded students and the Academy will keep class size within reasonable limits.

<u>Section 2</u>. The parties recognize that a reasonable pupil-teacher ratio is vital to effective instruction and that the nature of the class dictates what is reasonable. The Academy and the Association will select an ad hoc committee consisting of two (2) members appointed by the Academy and two (2) members appointed by the Association to meet once each year at the beginning of the second semester for the purpose of discussing issues relating to class size.

# <u>ARTICLE IX</u> <u>PERSONAL INJURY BENEFITS</u>

Whenever a teacher is absent from school as a result of personal injury caused by an accident arising out of and in the course of his/her employment, he/she shall be paid workers' compensation for the period of such absence, and no part of such absence shall be charged to his/her annual or accumulated sick leave.

# ARTICLE X USE OF SCHOOL FACILITIES

Section 1. The Association will have the right to use for local business purposes the library conference room, Slater Auditorium and Ensemble Room, without cost, at reasonable times for meetings; provided, however, that the Association will be required to pay for any additional custodial costs involved by reason of said meetings and the school buildings have not previously been engaged through the Head of School/Superintendent for school or community use. The Head of School/Superintendent shall be notified in advance of the time and place of all such meetings.

Section 2. There will be bulletin board space in each faculty lounge and the faculty cafeteria for the purposes of displaying appropriate notices, circulars and other Association material.

# ARTICLE XI TEACHER FACILITIES

Section 1. The Academy agrees to supply a locking file cabinet in every classroom for teachers to store instructional materials and supplies.

Section 2. Teachers shall have the use of appropriate equipment and supplies to aid in the preparation of instructional materials.

Section 3. The Academy will work with the Association in improving the facilities in the current faculty lounges.

Section 4. Telephones shall be available for teachers' confidential use for calls to parents, other teachers and school-related activities.

# ARTICLE XII DUES DEDUCTION AND SERVICE FEE DEDUCTION

#### Section 1. Conditions of Continued Employment

All teachers employed by The Norwich Free Academy 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.

#### Section 2. Deductions

The Norwich Free Academy agrees to deduct from each teacher an amount equal to the Association membership dues or service fee by means of payroll deduction. The amount of the deduction for each paycheck of Association members shall be equal to the total Association membership dues divided by the number of paychecks from and including the first paycheck in September and including the last paycheck in June. The amount of deduction for each payment for service fee payers shall be equal to the total service fee divided by the number of paychecks from and including the first paycheck in June. The amount of deduction for each payment for service fee payers shall be equal to the total service fee divided by the number of paychecks from and including the first paycheck in January and including the last paycheck in June. The amount of Association membership dues and service fee shall be certified by the Association to the Academy prior to September 1st. The only exception to these deductions would be those electing before September 1st to pay the Association in cash. A list of these employees will be submitted to the Academy by September 1st.

#### Section 3. Subsequent Employment

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

# Section 4. Forwarding of Monies

The Academy agrees to forward to the Association each month a check for the amount of money deducted during the month. The Academy shall include with such check a list of teachers for whom such deductions were made.

# Section 5. Lists

No later than the first paycheck in October of each school year, the Academy shall provide the Association with a list of all employees of the Academy and the positions held by said employees. The Academy shall notify the Association quarterly of any changes in said list.

# Section 6. Reference to Association

The singular reference to the "Association" herein shall be interpreted as referring to the Education Association, Norwich Free Academy, the Connecticut Education Association and the National Education Association.

# ARTICLE XIII WAIVER OF RIGHT TO NEGOTIATE

Section 1. The Association, in consideration of this Agreement and its terms and conditions, expressly waives the right to negotiate with the Academy with respect to any subject not specifically referred to or covered in this Agreement.

Section 2. If agreed to by the Academy and the Association, a negotiated contract article or any part of this Agreement may be reopened for negotiations prior to the end of this Agreement.

#### ARTICLE XIV SEVERABILITY

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

#### ARTICLE XV HOLDOVER

In the event that the Academy and the Association shall fail to secure a successor agreement prior to the termination of this Agreement, this Agreement shall remain in full force and effect.

# ARTICLE XVI THE CONTRACT

The Academy agrees, at its expense, to print and distribute the contract to all teachers by the date of the Association's annual meeting. In addition, the Academy shall furnish the Association with fifteen (15) copies for use at its discretion.

# ARTICLE XVII DURATION

The provisions of this Agreement shall be effective as of the 1<sup>st</sup> day of July, 2014 and shall continue and remain in force and effect until and including the 30<sup>th</sup> day of June, 2017.

NORWICH FREE ACADEMY

Theodore N. Phillips II, Chairman NFA Board of Trustees

# EDUCATION ASSOCIATION, NORWICH FREE ACADEMY

By

Margaret A. Weaver, President EANFA Association

#### DEFINITIONS

In the construction of the following individual articles of this Agreement, words and phrases shall be construed according to the commonly approved usage of the language.

As used in this Agreement, the following terms shall have the respective meaning as set forth below:

- 1. "Academy" The Board of Trustees of The Norwich Free Academy.
- "Head of School/Superintendent" The Head of School/Superintendent of The Norwich Free Academy.
- 3. "Association" Norwich Free Academy The Education Association.
- 4. "Preparation period" Preparation periods are those periods in which the teacher is involved in the preparation of classroom materials and plans.
- 5. "Bachelor" A bachelor's degree earned at an accredited college or university.
- 6. "Master" A master's degree earned at an accredited college or university. Also recognized is thirty (30) hours beyond the bachelor's degree in the specific field of education in an approved program leading to teacher's certification if currently being compensated at that level as a past practice.
- "Sixth-Year" A sixth-year certificate earned at an accredited college or university. Also recognized is thirty (30) hours beyond the master's degree in an approved program in the specific field of education earned at an accredited college or university.
- "Doctorate" A Ph.D. earned at an accredited college or university in the specific field of education.

NO	NORWICH FREE ACADEMY SALARY SCHEDULES							
			<u>201</u>	4-2015				
STEP	BA	MA	MA+15	SIXTH	MA+45	PHD		
1	46,744	50,104	50,560	52,460	52,912	55,983		
2	48,336	51,692	52,142	54,376	54,830	58,056		
3	50,014	53,702	54,155	56,391	56,844	60,229		
4	51,692	55,716	56,170	58,405	58,855	62,404		
5	53,702	57,862	58,426	60,753	61,204	64,943		
6	55,384	59,744	60,196	62,764	63,217	67,109		
7	57,058	62,278	62,547	64,779	65,237	69,290		
8	58,741	64,106	64,559	66,791	67,245	71,459		
9	61,087	66,459	66,910	69,142	69,594	74,001		
10	64,443	69,808	70,261	72,496	72,950	77,625		
11	68,589	74,294	74,759	77,311	77,764	82,625		
12	76,125	81,893	82,353	84,949	85,404	90,816		

Faculty hired after 7/1/95 are not eligible for MA + 15

In year one of the contract (2014-2015), there shall be no step movement.

# 2015-2016

STEP	BA	MA	MA+15	SIXTH	MA+45	PHD
1	46,744	50,104	50,560	52,460	52,912	55,983
2	48,336	51,692	52,142	54,376	54,830	58,056
3	50,014	53,702	54,155	56,391	56,844	60,229
4	51,692	55,716	56,170	58,405	58,855	62,404
5	53,702	57,862	58,426	60,753	61,204	64,943
6	55,384	59,744	60,196	62,764	63,217	67,109
7	57,058	62,278	62,547	64,779	65,237	69,290
8	58,741	64,106	64,559	66,791	67,245	71,459
9	61,087	66,459	66,910	69,142	69,594	74,001
10	64,443	69,808	70,261	72,496	72,950	77,625
11	68,589	74,294	74,759	77,311	77,764	82,625
12	76,886	82,712	83,176	85,798	86,258	91,724

Faculty hired after 7/1/95 are not eligible for MA + 15

In year two of the contract (2015-2016), employees eligible for step movement shall move up one (1) step from their 2014-2015 step placement.

2016-2017							
ТЕР	BA	MA	MA+15	SIXTH	MA+45	PHD	
1	47,211	50,605	51,066	52,985	53,441	56,543	
2	48,819	52,209	52,663	54,920	55,379	58,636	
2 3	50,514	54,239	54,697	56,955	57,413	60,831	
4	52,209	56,273	56,732	58,989	59,444	63,028	
5	54,239	58,440	59,010	61,361	61,816	65,593	
6	55,938	60,341	60,798	63,391	63,849	67,780	
7	57,629	62,901	63,172	65,427	65,889	69,983	
8	59,329	64,747	65,204	67,458	67,917	72,173	
9	61,698	67,123	67,579	69,833	70,290	74,741	
10	65,087	70,506	70,964	73,221	73,680	78,401	
11	69,275	75,037	75,506	78,084	78,542	83,452	
12	77,655	83,539	84,008	86,656	87,121	92,641	

Faculty hired after 7/1/95 are not eligible for MA + 15

In year three of the contract (2016-2017), employees eligible for step movement shall move up one (1) step from their 2015-2016 step placement.

	POSITION	<u>2014/2015</u>	2015-2016	2016/2017
Α	AMNESTY INTERNATIONAL	431	435	439
Α	ANIMEE CLUB	431	435	439
Α	ARABIC CLUB	431	435	439
Α	ASIAN CULTURES CLUB	431	435	439
Α	BEATLES CLUB	431	435	439
Α	BOOK CLUB	431	435	439
Α	BOWLING CLUB	431	435	439
Α	BUSINESS CLUB	431	435	439
Α	CAPE VERDEAN STUDENT GROUP	431	435	439
Α	CLASSIC MOVIE CLUB	431	435	439
Α	COMPUTER CLUB	431	435	439
Α	CREW CLUB	431	435	439
Α	DEBATE TEAM	431	435	439
Α	DESI CLUB	431	435	439
Α	EQUESTRIAN	431	435	439
Α	ETIQUETTE CLUB	431	435	439
Α	FAMILY, CAREER AND COMMUNITY LEADERS	431	435	439
Α	FASHION CLUB	431	435	439
Α	F.E.M.A.L.E.S.	431	435	439
Α	FISHING CLUB	431	435	439
Α	FRIENDS OF RACHAEL	431	435	439
Α	GAMING CLUB	431	435	439
Α	GEOGRAPHY	431	435	439
Α	GOSPEL SINGERS	431	435	439
Α	GSA	431	435	439
Α	HAITIAN SUPPORT GROUP	431	435	439
Α	HAM RADIO CLUB	431	435	439

# <u>SCHEDULE B</u> THE NORWICH FREE ACADEMY

Α	ICE SKATING CLUB	431	435	439
Α	KNITTING CLUB	431	435	439
Α	LANGUAGE CLUB ADVISORS:FRENCH	431	435	439
Α	LANGUAGE CLUB ADVISORS:ITALIAN	431	435	439
Α	LANGUAGE CLUB ADVISORS:LATIN	431	435	439
Α	LANGUAGE CLUB ADVISORS:SPANISH	431	435	439
Α	LAW ENFORCEMENT CLUB	431	435	439
Α	MARTIAL ARTS CLUB	431	435	439
Α	MOSIAC CLUB	431	435	439
Α	"N" CLUB	431	435	439
Α	NATIONAL HONOR SOCIETY SELECTION COMMITTEE CHAIRPERSON	431	435	439
Α	NATIONAL SPANISH HONOR SOCIETY	431	435	439
Α	NEXUS	431	435	439
Α	NFA CARES	431	435	439
Α	OCEANOGRAPHY	431	435	439
Α	PHILOSOPHY CLUB	431	435	439
Α	SADD	431	435	439
Α	SHA	431	435	439
A	SIGN LANGUAGE CLUB	431	435	439
Α	SKATEBOARDING CLUB	431	435	439
Α	SOS CLUB	431	435	439
Α	STUDENT ART ASSOCIATIOIN	431	435	439
A	YOUNG EDUCATORS SOCIETY	431	435	439
A	YOUTHPEACE	431	435	439
В	DANCE TEAM	555	561	567
B	HIGH SCHOOL BOWL	555	561	567
B	MATHEMATICS CLUB	555	561	567
В	MUSICIAN CLUB	555	561	567
В	UNIFIED ACTIVITIES	555	561	567

B	WRITERS CLUB	555	561	567
B	YOUNG VOTERS' SOCIETY	555	561	567
С	CRANSTON HOUSE COUNCIL ADVISORS	679	686	693
C	OUTING CLUB ADVISOR	679	686	693
С	SCIENCE/ENVIRONMENTAL CLUB	679	686	693
D	SAB ASSISTANT	863	872	881
D	SAB ASSISTANT	863	872	881
D	SAB ASSISTANT	863	872	881
D	SAB DIRECTOR	1,233	1,245	1,257
E	CLASS ADVISOR LOWER CLASS	1,726	1,743	1,760
E	CLASS ADVISOR SENIOR CLASS	2,272	2,739	2,766
E	CLASS ADVISOR UPPER CLASS	2,219	2,241	2,263
F	ANNOUNCERS' CLUB	1,233	1,245	1,257
F	BAND DIRECTOR/PERCUSSION/COLORGUARD	8,060	8,141	8,222
F	INTRAMURAL DIRECTOR	616	622	628
F	THEATER (THREE SHOWS)	7,455	7,533	7,608
F	VOCAL DIRECTOR (PER SHOW)	830	838	846
F	YEARBOOK (MIRROR) ADVISOR	3,227	3,259	3,292
	BRICKVIEW INN CATERING	4,100	4,141	4,183
	CAMPUS STORE (PER TEACHER)	3,075	3,106	3,137
	CHORUS DIRECTOR	3,528	3,563	3,599
	NIGHT SCHOOL TEACHER (PER HOUR)	58.70	59.29	59.88
	SUMMER CURRICULUM (PER HOUR)	25.15	25.40	25.65
	INTRAMURAL OFFICIALS (PER HOUR)	19.92	20.12	20.32

	HEADS OF DEPARTMENTS		
	Work 190 days @10% BA-1 plus \$50.00 per teacher supervised (release two (2) channels)		
	NEW CLUBS:		
	The Advisor for a new club, approved by the Administration, which meets at least eight (8) times in its first year, shall receive: \$102.50 (year 1) \$103.53 (year 2) \$104.57 (year 3)		
	INACTIVE CLUBS:		
	If a club is inactive for two (2) years, then the club shall be removed from Schedule B.		
	If the club starts again, it will follow the NEW CLUBS guidelines.		
	ANNUAL REVIEW:		
	Annually, NFA AND EANFA will review the status of each club.		
-			