

PROFESSIONAL AGREEMENT

BETWEEN THE

**NEW FAIRFIELD BOARD OF
EDUCATION**

AND THE

**NEW FAIRFIELD EDUCATION
ASSOCIATION**

2013-2016

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PROFESSIONAL AGREEMENT
Between the
NEW FAIRFIELD BOARD OF EDUCATION
And the
NEW FAIRFIELD EDUCATION ASSOCIATION

THIS AGREEMENT MADE AND ENTERED INTO THIS ____ day of December, 2012, by and between the NEW FAIRFIELD BOARD OF EDUCATION (hereinafter referred to as the "Board") and the NEW FAIRFIELD EDUCATION ASSOCIATION (hereinafter referred to as the "Association") affiliated with the Connecticut Education Association and the National Education Association.

ARTICLE 1.
PREAMBLE

1.1. This Agreement is negotiated under Section 10-153d of the General Statutes of the State of Connecticut, as amended, in order (a) to fix for its term the salaries and all other conditions of employment provided herein; and (b) to encourage and abet effective and harmonious working relationships between the Board and the professional staff.

1.2. The Board and the Association recognize the importance of responsible participation by the entire professional staff in the education 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.

1.3. It is recognized that it is the prerogative of the Board to withhold salary increments and to grant salary increases.

ARTICLE 2.
RECOGNITION

2.1. The Board hereby recognizes the Association as the exclusive representative for the entire group of certified professional employees of the Board in positions requiring a teaching or special services certificate as defined in the Teacher Negotiation Act (TNA), sections 10-153a through 10-153n, as amended, of the Connecticut General Statutes, and not included in the administrators' unit or otherwise excluded by the TNA. A substitute teacher shall become a member of said unit upon the performance of forty (40) days' service in the same assignment, provided he or she is properly certified. The association recognizes the Board of Education as having the full and exclusive powers of management and operation of the school systems. The exclusive rights of the Board include, but are not restricted to, the right to: direct the operations of the public schools in the system in all aspects; select and employ new personnel, manage the school system and the direction of its workforce; determine methods and levels of financing and budget allocation; provide, when necessary, for the transportation of students; designate the schools to be attended by the children in the system; establish the number of schools to be utilized by the system; maintain good public elementary and secondary schools and provide such other educational activities as in its judgment will best serve the interests of the system to give the children of the system as nearly equal advantages as may be practicable; maintain and operate buildings, lands, apparatus and other property used for school purposes; decide the textbooks to be used; make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore; prepare and submit budgets and, in its sole discretion, expend monies appropriated to the Board for the maintenance and operation of the schools, and to

make such transfers of funds within the appropriated budget as it shall deem desirable; determine and from time to time re-determine the number of Board personnel and the methods and materials to be employed; select and determine the qualifications of teachers and other Board employees required to promote the efficient operations of the school system; distribute work to Board employees in accordance with the job content and job requirements determined by the Board; establish assignments for teachers and other Board personnel; transfer teachers and other Board personnel; determine the procedures for promotion of teachers and other Board personnel; create, enforce, and from time to time change rules and regulations concerning discipline and safety of teachers and other Board personnel; discipline, suspend or discharge teachers and other Board personnel; and, otherwise take such measures as the Board may determine to be necessary to promote the orderly, efficient and safe operation of the school system. This management rights clause shall not be construed so as to conflict with any express provision of this agreement.

2.2. Unless otherwise indicated, the term “teacher” when used hereinafter in this Agreement shall refer to all employees in the above unit, provided, however, that substitute teachers (defined as an individual in an encumbered position) shall not be entitled to bumping or recall rights under Article 40.

ARTICLE 3. PROFESSIONAL NEGOTIATIONS

3.1. The Board and the Association agree to negotiate in good faith, in accordance with the procedure set forth herein and under the provisions of Section 10-153d of the General Statutes, as amended, to secure a successor agreement with respect to salaries and other conditions of employment. The Agreement so negotiated shall bind and inure to the benefit of the Board, the Association and all members of the unit and shall be reduced to writing and signed by the Board and the Association.

ARTICLE 4. GRIEVANCE PROCEDURE

4.1. Purpose

4.1.1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree the proceedings shall be kept as confidential as is appropriate.

4.2. Definitions

4.2.1. “Grievance” shall mean a complaint by a teacher or group of teachers based upon an alleged violation, misinterpretation or misapplication of the provisions of this agreement; or based upon an alleged violation, misinterpretation or misapplication of rules, regulations, administrative directives or policies of the Board of Education that affect the benefits and working conditions of teachers.

4.2.2. “Teacher” shall mean any certified professional employee below the rank of administrator, and may include a group of teachers similarly affected by the grievance.

4.2.3. “Party in interest” shall mean the person or persons making the claim, including their designated representatives as provided for herein.

4.2.4. “Days” shall mean days when school is in session.

4.3. Time Limits

4.3.1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.

4.3.2. If a teacher does not file a grievance in writing within thirty (30) days after he or she knew, or should have known, of the act or conditions on which the grievance is based, the grievance shall be considered to have been waived. Waiver of a grievance shall not prevent another teacher from making a timely claim based on the same or similar condition or event; provided, however, that no member of the bargaining unit shall have the right to raise a grievance which seeks to reopen or which is in conflict with any settlement or agreement previously reached by the Association and the Board or the Administration.

4.3.3. Failure by the aggrieved teacher at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

4.4. Informal Procedures

4.4.1. If a teacher feels that he or she may have a grievance, he or she shall first discuss the matter with his or her principal or other appropriate administrator in an effort to resolve the problem informally.

4.4.2. If a teacher is not satisfied with such disposition of the matter, he or she shall have the right to have the Association assist him or her in further efforts to resolve the problem informally with the principal or other appropriate administrator.

4.5. Formal Procedure

4.5.1. Level One – School Principal

(a) If an aggrieved teacher is not satisfied with the outcome of informal procedures, he or she may present the claim as a written grievance with the Chairperson of the Committee on Professional Rights and Responsibilities (hereinafter the “PR&R Committee”) who will then file it with the principal or other appropriate administrator.

(b) The principal shall, within five (5) days after receipt of the written grievance, render his or her decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association.

4.5.2. Level Two-Superintendent of Schools

(a) If the aggrieved teacher is not satisfied with the disposition of his or her grievance at Level One or in the event that no decision has been rendered within five (5) days after presentation of the grievance, he or she shall file the grievance in writing with the Chairperson of the PR&R Committee within five (5) days after the decision at Level One or ten (10) days after the complaint was presented, whichever is sooner. A copy of the filing shall be simultaneously submitted to the Superintendent of Schools. Within five (5) days after reviewing the written grievance, the Chairperson shall refer it in writing to the Superintendent.

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

4.5.3. Level Three – Board of Education

(a) In the event that the aggrieved teacher 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) days after he or she has first met with the Superintendent, he or she shall file the grievance in writing with the Chairperson of the PR&R Committee within ten (10) days after a decision by the Superintendent, or twenty (20) day after he or she had first met with the Superintendent, whichever is sooner. The teacher shall also simultaneously so file the grievance with the Superintendent of Schools.

(b) Within five (5) days after receiving the written grievance, the chairperson of the PR&R Committee may refer it to the Board. The Board shall meet with the aggrieved teacher and Association representatives within thirty (30) calendar days of receiving the grievance from the PR & R Committee for the purpose of resolving the grievance. A full and accurate record of such hearing shall be kept upon the prior written request of the Association.

4.5.4. Level Four - Arbitration

(a) In the event that the aggrieved teacher is not satisfied with the disposition of his or her grievance at Level Three, or in the event no decision has been rendered with five (5) days after he or she has met with the Board, he or she may, within five (5) days after a decision by the Board or ten (10) days after he or she has met with the Board, whichever is sooner, request in writing that the PR&R Committee submit his or her grievance to arbitration, provided, however, that the grievance must be based upon an alleged breach of this Agreement. If the PR&R Committee determines that the grievance is meritorious, it may by written notice to the Board, submit the grievance to arbitration within fifteen (15) days after receipt of a request by the aggrieved teacher. The decision to submit the grievance to arbitration must be the responsibility of the PR&R Committee.

(b) Within ten (10) 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 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 shall hear only one grievance at a time unless the parties agree otherwise. 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 derive his or her authority from the Agreement and shall be without power or authority to alter, amend, delete or disregard provisions of the Agreement. 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 the Agreement. The decision of the Arbitrator shall be submitted to the Board and to the Association and, subject to law, shall be final and binding.

(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.

4.6. Rights of Teachers to Representation

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

4.6.2. Any party in interest may be represented at Levels Two and Three of the formal grievance procedure by a person of his or her own choosing, except that he or she may not be represented by a representative or by an officer of any teacher organization other than the New Fairfield Education Association and affiliates. When a teacher is not represented by the Association, the Association shall have the right to present and to state its views at all stages of the procedure.

4.6.3. The Association may, if it so desires, call upon the professional services of the Connecticut Education Association for consultation and assistance at any state of the procedure.

4.7. Miscellaneous

4.7.1. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. It is understood that documents, communications and records dealing with the processing of a grievance do not include normal teacher evaluations.

4.7.2. If, in the judgment of the PR&R Committee a grievance affects a group or class of teachers, the PR&R Committee may submit such a grievance in writing at Level Two.

4.7.3. Decisions rendered at Level One, Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be properly transmitted to all parties in interest and to the Chairperson of the PR&R Committee. Decisions rendered at Level Four shall be in accordance with the procedures hereinbefore set out therefore.

4.7.4. Forms for filing and processing grievances and other necessary documents, shall be prepared by the Superintendent, with the approval of the Association, and made available through the Association so as to facilitate operation of the grievance procedure.

ARTICLE 5. CLASS SIZE

5.1. Whenever practicable, the Board shall maintain:

5.1.1. A teacher/pupil ratio of 1:25 in K-6 classrooms, including health classes; and

5.1.2. A teaching responsibility of not more than 135 students per day in grades 7-12.

5.2. Teachers of art, music, library, and physical education at Consolidated and Meeting House Hill Schools shall have a pupil-teacher ratio which does not exceed an average of 160 students per day in a regular school week.

ARTICLE 6.
SCHOOL YEAR

6.1. The School Calendar for 2013-14 shall be as set forth in the Appendix A for informational purposes only. The Association may form a three-member calendar committee to discuss with the Superintendent the proposed calendar for the following school years.

ARTICLE 7.
EMPLOYMENT YEAR

7.1. The scheduled employment year of teachers covered by the Classroom Teachers' Salary Schedule (other than new personnel and others who may be required to attend pre-school orientation sessions) shall be 186 workdays. In the event in-service and/or orientation days are scheduled before the first day of school, they shall be held immediately prior to the first day of school. Should the Board decide to schedule a school year of longer than 180 days, or add in-service days, each day in excess of the 186 day employment year shall be compensated at the rate of fifty-three and one hundredths percent (.53%) of the appropriate step on the salary schedule; provided, however, that the Board agrees that it shall publish a school year/employment year calendar, including all school days and in-service training days no later than the end of the preceding school year. It is understood that the Board retains the right to adjust said calendar. The employment year shall terminate one day after the close of school.

7.2. Teachers' 10 Month Contract – Teachers on a ten (10) month contract shall have all holidays and school vacations as provided for in the school calendar (See Appendix A) and in addition, Labor Day.

7.3. Teachers' 11 Month Contract – Teachers on an eleven (11) month contract shall have all holidays and school vacations as provided for in the school calendar and in addition, July 4 and Labor Day.

7.4. The parties mutually agree that the provisions of Article 7 shall not be construed as restricting the Board's right to establish a 12-month school year. If the Board decides to establish a twelve (12) month school year, the parties shall negotiate regarding those provisions of the existing agreement that are directly affected by the change to a twelve (12) month schedule.

ARTICLE 8.
WORKDAY

8.1. The teachers' workday shall be six (6) hours and fifty (50) minutes as scheduled by the Board. Teachers will be free to leave upon completion of their responsibilities at the end of the teachers' workday. Such responsibilities include professional activities such as assisting students in need of special help, and meeting with parents.

8.2. If the Board, at its discretion, votes to lengthen the school day beyond six (6) hours and fifty (50) minutes, it shall negotiate the impact of that change with the Association. Such negotiation shall be subject to the provisions of Connecticut General Statutes §§ 10-153a through 10-153f.

ARTICLE 9.
DUTY-FREE LUNCH

9.1. All teachers shall have an uninterrupted duty-free lunch period daily of at least thirty (30) minutes or for the same duration as that of the students. Such lunch period shall fall between 10:30 a.m. and 2:00 p.m.

ARTICLE 10.
AFTER SCHOOL MEETINGS

10.1. The duration of after school staff meetings which teachers are required to attend shall be no longer than one (1) hour from the time of commencement of the meeting. Such meetings shall begin within fifteen (15) minutes after dismissal and shall be held on a building by building basis.

10.2. Up to three (3) after school staff meetings may be held during the first four (4) weeks of each month according to the following schedule:

Tuesdays	-	Consolidated School and Meeting House Hill School
Thursdays	-	New Fairfield Middle School and New Fairfield High School.

A schedule of after school staff meetings will be posted at the start of the school year. Meetings may be rescheduled due to inclement weather or emergencies. With two (2) weeks advance notice, the Superintendent may call a joint meeting of either Consolidated School and Meeting House School or the Middle School and the High School on the day normally scheduled for such schools, provided that there shall be no more than three such joint meetings annually of the Middle School and the High School.

10.3. If an after school staff meeting is cancelled for any building's teachers due to school holidays or inclement weather during any calendar month, the meeting may be rescheduled to take place during the fourth or fifth week of that month for the affected school(s) on the weekday set forth in Section 10.2, above.

10.4. Emergency or special meetings may be called by the Administration as deemed essential for the proper operation of the school(s).

10.5. Teachers may be required to attend up to two (2) evening parent-teacher conferences each work year. Such conferences shall be scheduled on a school wide basis. Teachers may not leave work early on days when there are parent-teacher conferences.

10.6. Teachers may be required to attend one (1) open house as scheduled by the Board each work year. Such open house shall be scheduled on a school-wide basis.

10.7. During the fourth week of each month, the Director of Pupil Personnel Services and/or Curriculum Supervisors may require such teachers as they designate to attend an after school meeting. Such meeting shall not last longer than one and one-half (1-1/2) hours. Section 10.1 shall not apply to meeting called under Section 10.7. In the event such a meeting is called, all teachers required to attend shall be compensated at the rate of \$24.72 per hour.

10.8. The Board and the Association agree that guidance counselors may be required to attend up to four (4) additional evening meetings with parents/students per year, as determined by the

building principal. Guidance counselors attending such meetings shall be provided equivalent release time as scheduled with the approval of the principal.

ARTICLE 11.
TEACHING ASSIGNMENTS WITHIN THE SCHOOL

11.1. Teachers initially employed by the Board shall receive their building grade and/or subject assignments from the Superintendent or his designee.

11.2. Under normal circumstances, teachers already in the system shall receive notification of their programs for the ensuing school year by June 1.

11.3. The Superintendent shall have the right to make assignments within individual schools. In making such decisions, the Superintendent may consider teacher preferences submitted in accordance with Section 11.5 below. No change in assignment shall be arbitrary.

11.4. Teachers shall be notified in writing of any changes in their programs and schedules for the ensuing school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach and any special or unusual classes or assignments that they will have. In the event of a change in circumstances or conditions from the end of the school year through August (resignations, death, promotions, leave of absence, a reduction in the Board's requested budget of such magnitude as to require a reassignment of pupils and staff similar to what would be required by a change in enrollment) such assignments may be changed only as required thereby, with prompt notice in writing to both the teacher and a representative of the Association as designated in writing to the Superintendent.

11.5. Teachers who desire a change in grade and/or subject assignment shall file a written statement of such desire with the Superintendent not later than March 1st. Such statements shall include the grade and/or subject to which the teacher desires to be assigned (in order of preference if the teacher has a preference).

11.6. Because of the trust, mutual responsibility, and non-threatening relationship that must be present between client and counseling personnel for effective counseling to take place, the school counselor, school psychologist, school psychotherapist, and school social worker should not be assigned lunch duty, supervision of study halls, or other school duties that require them to administer discipline to students. However, the school counselor, psychologist, psychotherapist and social worker should be actively involved with discipline cases at a counseling level.

11.7. In arranging schedules for teachers who are assigned to more than one school, reasonable effort shall be made to limit the amount of inter-school travel.

11.8. Every effort will be made to provide teachers already in the system of schedules of classes and study halls by August 15.

ARTICLE 12.
TEACHER TRANSFERS BETWEEN SCHOOLS

12.1. Transfers shall be subject to the following rules:

12.1.1. When a reduction in the number of teachers in a school is necessary, volunteers shall be transferred first. Seniority in the New Fairfield system shall be considered in selecting the volunteer.

12.1.2. When involuntary transfers are necessary, regardless of the reason, the Superintendent shall review all teachers who are under consideration for transfer. The Superintendent shall consider the teacher's total qualifications, including length of service in the New Fairfield system, past performance, and experience in the position as factors in determining which teacher is to be transferred. All considerations being equal, the teacher with the least amount of service in the New Fairfield system shall be transferred first. "Schools" are defined as Consolidated School, Meeting House Hill School, the Middle School and the Senior High School.

12.1.3. An involuntary transfer shall be made only after a meeting between the teacher and the Superintendent or his designee, 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 or his designee will meet with the Association's representatives to discuss the transfer. If grievance is sought, it shall be initiated at Level Two.

12.1.4. 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 system.

12.1.5. Teachers who desire to transfer to another building shall file a written statement of such desire with the Superintendent not later than March 1st. 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 preference) to which he desires to be transferred.

12.1.6. Notice of transfer shall be given to the teacher as soon as practicable and under normal circumstances no later than June 1.

ARTICLE 13.
PROMOTIONS AND VACANCIES

13.1. Promotions

13.1.1. Promotional positions as used herein shall mean the following bargaining unit positions: Department Heads, Team Leaders, Head Psychologist, Guidance Director and Career Education Coordinator.

13.1.2. Promotions shall be filled pursuant to the following procedures:

(a) The existence of promotional opportunities shall be adequately publicized within, and may be publicized outside, the system, including a notice in every school as far in advance of the date of filling such promotional position as possible (at least thirty (30) days in advance and in no event less than two (2) weeks in advance) except in cases of promotions not anticipated which may be filled within ten (10) days. An unanticipated promotion shall be defined as one in which the Superintendent has two (2) weeks or less notice of the promotional opportunity.

Promotional positions that become vacant during the summer months shall be publicized on the district website at least ten (10) days in advance of the date of filling such position.

(b) Said notice of promotional opportunity shall clearly set forth the qualifications for the position.

(c) Teachers who desire to apply for such promotional positions shall file their applications in writing with the Superintendent within the time limit specified in the notice, which shall be not less than ten (10) days for anticipated promotions and not less than five (5) days for unanticipated promotions.

13.1.3. Promotional positions shall be filled on the basis of the teacher's area of certification, competence, major or minor field of study, quality of teaching performance, attendance record, length of service within the system, and prior teaching experience. If two (2) or more applicants are deemed equal, the most senior shall be promoted. The Superintendent shall have the right to publicize the position in order to find additional applicants, the selection from among all of which shall be based on the above criteria.

13.2. Vacancies

13.2.1. Vacancies as used in this section shall mean non-promotional positions which are open as a result of death, retirement, discharge, resignation, by the creation of a new position, or as a result of leaves of absence of at least a full school calendar year.

13.2.2. Vacancies shall be filled pursuant to the following procedures:

(a) During the school year, the existence of vacancies of positions shall be adequately publicized within, and may be publicized outside the system, including a notice in every school as far in advance of the date of filling such vacancy as practicable, but in no event less than ten (10) school days. Positions that become vacant during the summer months shall be publicized on the district website at least ten (10) days in advance of the date of filling such position.

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

(c) Teachers who desire to apply for such vacancies of position shall file their application in writing with the Superintendent within the time limit specified in the notice, which shall be not less than ten (10) days for anticipated vacancies and not less than five (5) days for unanticipated vacancies.

13.2.3. Vacancies shall be filled at the Board's discretion on the basis of qualifications, certification and experience.

13.3. For the purposes of this Article, if a teacher applies for and is granted a position left vacant by another teacher who is on leave of absence status for at least a full school calendar year, the position so vacated by the former teacher shall not be considered a vacancy and may be filled at the discretion of the Board. Further, all appointments to a vacancy which occurred as a result of a leave of absence of at least a full school calendar year shall be one (1) year appointments which shall automatically expire at the end of the school year with the teacher who filled that vacancy returning to his or her former assignment.

ARTICLE 14.
TEACHER FACILITIES

14.1. The Board and the Association agree that each school shall have the following facilities:

14.1.1. Space in each classroom in which teachers may safely store instructional materials and supplies, under lock and key.

14.1.2. A teacher work area containing adequate equipment and supplies including a computer, printer, and copy machine to aid in the preparation of instructional materials.

14.1.3. An appropriate furnished room, which shall include a telephone, to be used as a faculty lounge. It is understood that teachers shall be responsible for the payment of any long distance calls made from this telephone, excluding school related calls.

14.1.4. Well-lighted and clean teacher rest rooms, with separate facilities for men and women.

14.1.5. Parking space of adequate portion and convenient location at each school.

ARTICLE 15.
USE OF SCHOOL FACILITIES

15.1. The Association will have the right to use school buildings 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. The principal of the building in question will be notified in advance of the time and place of such meetings.

ARTICLE 16.
CONTRACTS

16.1. The Board agrees to use as the form for the written contract of employment of each individual certificated professional employee the Teachers' Annual Salary Agreement attached hereto as Appendix B.

16.2. Individual supplementary contracts shall be issued for special, extra assignments such as coaching and student activities.

ARTICLE 17.
NON-DISCRIMINATION

17.1. The parties pledge that all provisions of this Agreement shall be applied equally to all teachers, without discrimination in regard to age, race, creed, color, religion, nationality, sex, marital status, handicap, membership or non membership in the Association.

ARTICLE 18.
PROTECTION OF TEACHERS

18.1. Teachers shall report immediately in writing to their principal and to the central office all cases of assault suffered by them in connection with their employment.

18.2. Such report shall be forwarded through the Superintendent to the Board which shall comply with any reasonable request from the teacher for information in its possession not privileged under law which relates to the incident or the person/s involved.

18.3. The Board agrees to protect and save harmless any teacher from financial loss and expense, including legal fees and costs, in any action arising out of an assault on a teacher or out of any disciplinary action taken against a student by a teacher, and 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 incident giving rise to any such action, was acting in the discharge of his duties within the scope of his employment or under the direction of the Board, and provided further, that the teacher's actions were not wanton, reckless, malicious or criminal pursuant to Connecticut General Statutes, Section 10-235(a).

ARTICLE 19. PERSONAL INJURY BENEFITS

19.1. Whenever a teacher is absent from school as a result of a personal injury caused by an accident arising out of and in the course of his employment, he shall be paid his full salary (less the amount of workmen's compensation award made for temporary disability due to said injury) for the period of such absence, not to exceed one (1) year and no part of such absence shall be charged to his annual sick leave.

ARTICLE 20. SICK LEAVE

20.1. Teachers shall be entitled to sick leave with full pay up to fifteen (15) days per year accumulative to 175 days. Up to five (5) of these days per year may be used for the illness of family members in the immediate household of the teacher.

20.1.1. No later than October 1 of each year, every teacher employed by the Board shall receive an individual statement containing the number of his/her unused, accumulated sick leave days.

20.1.2. On the first day of school, each teacher who had a perfect attendance record during the preceding school year (excluding absence due to death in the immediate family and mandatory religious holidays) shall receive a United States Savings Bond in the amount of one hundred (\$100) dollars.

20.2. Teachers absent for sickness beyond granted leave will be considered on an individual basis by the Board.

20.3. After more than three (3) consecutive school days of absence, a teacher may be required to submit to the office of the Superintendent of Schools a physician's certificate verifying the existence of an illness, the employee's ability to return to work and that the employee poses no health hazard to students, other employees or to himself. Where the teacher has not been under a physician's care, the Board shall pay the cost of illness verification. In the case of repeated short-term absences, where abuse of sick leave is suspected, the teacher may be required to undergo a health examination as prescribed by the Superintendent subject to the following provisions.

20.3.1. Prior to such a request as stated herein, the Superintendent shall notify the teacher in writing that abuse of sick leave is suspected. Such notification shall not become a part of the teacher's personnel file unless and until abuse of sick leave is shown.

20.3.2. Cost of the examination shall be at the Board's expense.

20.3.3. There shall be no loss of pay or personal day, nor any extension of the work day for any teacher required to have such an examination by the Superintendent unless and until abuse of sick leave is shown as a result of such examination.

20.3.4. The teacher shall select the physician who will perform the examination from a list of four (4) qualified physicians provided by the Superintendent. This list shall include two (2) male and two (2) female physicians.

20.3.5. Under normal circumstances, the following words shall be construed as indicated for purpose of interpreting Section 20.3.

Repeated – use of sick leave with a frequency that far exceeds the norm or that reveals a suspicious pattern.

Short-term – less than three (3) days.

Abuse – use of sick leave for purposes other than intended.

20.4. Short-Term Disabilities

20.4.1. A teacher who becomes disabled (including disabilities due to or connected to pregnancy) and is unable to perform normally assigned duties shall submit a written statement from the treating physician. This written statement shall include the following:

- (a) The teacher's present physical condition;
- (b) The nature of the disability (diagnosis);
- (c) The expected duration of hospitalization and/or date of surgery or childbirth (if any);
- (d) The limitations which the disability imposes upon the teacher's ability to continue with his or normally assigned duties; and
- (e) The probable duration of the disability.

20.4.2. Whenever applicable, teachers (such as teachers who must undergo surgery which cannot be scheduled outside the school year or who become pregnant) shall notify the Superintendent of the impending absence as soon as possible.

20.4.3. In all cases, leaves shall begin when, in the opinion of the treating physician, the teacher is no longer physically able to perform normally assigned duties and said leaves shall expire when, in the opinion of the physician, the teacher is physically able to return to work. Upon return to work, a teacher who has suffered a short-term disability shall be assigned to his or her former position. However, if the teacher's former position has been eliminated or if the teacher can no longer meet the

certification requirements for the position, he or she will be assigned to a substantially equivalent position.

20.4.4. When there is reason to believe that any teacher may have been unable to perform his or normally assigned duties, the Superintendent may request, and the teacher shall provide, a physician's certificate indicating the teacher's continued fitness for work. Nothing contained herein, however, shall diminish the Board's rights under Section 10-207 of the Connecticut General Statutes.

20.4.5. A short-term disability is defined as disability whose duration is ninety (90) days or less.

20.5. Any teacher may request an unpaid leave of absence not to exceed two (2) years for prolonged illness (accompanied by a doctor's certificate). Such leaves may only be granted if approved by the Board. A teacher returning from such a leave shall be placed in a position for which he or she is certified.

ARTICLE 21. PERSONAL DAYS

21.1. Personal days are granted to the staff in order that they may be excused from teaching duties when an emergency arises and time does not permit other arrangements (such as required attendance in court, religious holidays, birth of a child, illness within the family, etc.) without loss of pay.

21.2. Personal days shall not be taken for any reasons related to the health of the teacher, including, but not limited to, health care visits, tests, examinations, therapy, counseling and the like, or any expense for which an employee submits a claim for reimbursement under the health insurance plan. A teacher shall not take such leave to engage in private business enterprise (as proprietor, partner, outside contractor, agent or employee), except if such leave is consistent with the provisions of section 21.1.

21.3. Four (4) personal days will be available each year for each staff member. Teachers are required to file the Application for Leave form (See Appendix H) specifying the date(s) and reason for taking such personal day(s). So long as personal days are requested consistent with the provisions of the first paragraph of this Article, teachers may take personal days without special approval from the Superintendent of Schools. Teachers may not take personal days for other reasons without first obtaining the written permission of the Superintendent of Schools.

21.4. In cases of emergencies where the allotted personal days are used for religious observance not provided for in the school calendar, up to two (2) additional personal days may be granted, at the discretion of the Superintendent.

21.5. In order to prevent disorganization of classes and undue hardship, teachers are requested, when possible, to avoid taking personal days on the last day before a holiday or recess, or on the first day of school after a holiday or recess. The Superintendent of Schools may ask a teacher to postpone or reschedule a personal day if an excess number of personal days are requested in any one department or school on the same day.

21.6. Personal days that are granted beyond the four (4) available days may require a deduction of 1/186 of the year's basic salary.

21.7. Absence of a teacher due to the death of a spouse, parent, parent-in-law, child, brother, sister, stepchild, grandchild, grandparent, aunt, uncle, or stepparent shall be permitted without loss of pay, or deduction from sick leave or personal days. Such absence shall not exceed three (3) days for each such death. Additional days may be granted at the Superintendent's discretion for extenuating circumstances. The Superintendent's decision shall be final and not subject to review under the grievance and arbitration provisions of this Agreement.

21.8. After fifteen (15) years of service to the New Fairfield school system teachers who have given said service have the right to ask for one (1) week of unspecified personal time, if possible using unused personal days which shall be discussed with the administrator on an individual basis with ultimate Superintendent approval. Unspecified leave shall be subject to the following conditions.

1. Only teachers who have received tenure as of July 1, 1989 are eligible.
2. Teachers who have once been granted a leave under this paragraph, including leaves granted before 1984-85 school year, may not apply for a second such leave for a period of five (5) years after the leave.
3. Such leaves shall be limited to one (1) person per week.
 - a. Where two (2) or more applicants apply for the same week, preference shall be given to the teacher applying for unspecified leave for the first time.
 - b. Should first time applicants be competing for the same week, preference will be given to the application submitted first. If under these conditions the submission of applications is simultaneous, seniority in the system will be the determining factor.
 - c. If all applicants competing for the same week have received unspecified leave at least once before, the procedures in 3.b shall prevail.
4. No applications may be submitted prior to July 1 of the academic year for which leave is requested.
5. Any applicant denied under section three (3) may reapply for a different week in the same year.
6. The Board shall have the discretion to deny a request for such a leave and instead pay the teacher a lump sum which shall represent two and sixty-five one hundredths of one percent (2.65%) of the appropriate step on the salary schedule, provided the teacher is otherwise eligible for such a leave.

ARTICLE 22. JURY DUTY

22.1. Any teacher who is called for jury duty shall notify the Superintendent immediately upon receipt of notice and receive the necessary leave to fulfill his legal obligation if he is not released

from such duty. This leave shall not be deducted from sick leave or from personal days. The teacher will be paid his or her regular salary for the first five (5) days of service, with no deduction for the cost of a substitute, in accordance with state law. Following the five (5) days, the teacher shall receive the difference between his or her per diem rate and any jury fee received for service.

ARTICLE 23. SABBATICAL LEAVE

23.1. The Superintendent shall review and recommend to the Board programs or independent work which are beneficial to the school system and the teacher subject to the following conditions:

23.1.1. No more than one (1) member of the bargaining unit shall be absent on sabbatical leave at one time.

23.1.2. Request for sabbatical leave must be received by the Superintendent in writing in such form as may be required no later than January 15 of the year preceding the school year in which the sabbatical is requested. It is understood that the deadline of January 15 shall be waived at the discretion of the Superintendent when fellowships, grants or scholarships awarded later in the year make such a deadline unreasonable.

23.1.3. The teacher shall be eligible for an initial sabbatical leave after at least seven (7) consecutive full school years of active service in the system. A second sabbatical may be granted after another seven (7) year period.

23.1.4. Any teacher whose contract of employment is terminated pursuant to Article 40, Reduction in Force, and who is rehired from a reappointment list established pursuant to that Article, shall not be deemed to have a break in consecutive years of service for purposes of determining eligibility for sabbatical leave; provided, however, that the time between the termination and the rehire of that teacher shall not be counted toward fulfillment of the teaching requirements of this Article.

23.1.5. A sabbatical leave shall be for a full academic year and the professional staff member shall be paid at two-thirds (2/3) of his annual salary rate, provided that the total compensation of any program grant, scholarship, assistantship or other compensation and the sabbatical pay does not exceed the teacher's full annual salary rate. In this instance, "full annual salary rate" shall be defined as that salary from which retirement would have been deducted. Normal health and life insurance shall be provided by the Board while a teacher is on sabbatical leave.

23.1.6. The teacher, as a condition to the acceptance of the sabbatical leave, shall agree in writing to return to employment in the system for a three (3) year period. In the event the teacher shall not so return, the teacher shall reimburse the Board fully for all sabbatical payments. A teacher who does not so reimburse the Board shall be responsible to the Board for all costs involved in collecting such reimbursement, including attorney's fees.

23.1.7. The teacher returning from sabbatical leave shall be placed on the appropriate step on the salary schedule as though he had been in active service in the system for the year of the sabbatical leave. The sabbatical shall not affect continuity of service nor accrual of seniority toward longevity benefits.

23.1.8. Final approval of a sabbatical leave is at the sole discretion of the Board.

ARTICLE 24.
EXCHANGE TEACHERS LEAVE

24.1. In any year teachers may be exchanged for teachers from some other school administration district in the United States or in a foreign country. Such exchange, requested by the teacher, shall be initially recommended by the Superintendent to the Board of Education, which shall recommend final action. All rights and privileges of the exchanged teacher shall continue in full force and effect during the exchange period.

ARTICLE 25.
CHILD REARING LEAVE

25.1. Teachers after the birth or adoption of a child, may apply for extended leave of absence, without pay, for purposes of child rearing in accordance with the following provisions:

25.1.1. Such application must be submitted to the Superintendent, in writing, at least one (1) month prior to commencement of “child rearing leave.”

25.1.2. Teachers who are granted child rearing leave shall have the opportunity to continue their insurance coverage as per this Agreement at their own expense.

25.1.3. The duration of child rearing leave shall be mutually determined by the Superintendent and the teacher, taking into consideration the duties of the teacher and the educational interests of the school system.

25.1.4. Upon reinstatement, the teacher shall be placed in the same position or substantially equivalent position. If the teacher served ninety-one (91) or more workdays in the year leave commenced, the teacher shall be placed upon reinstatement at the next higher step. If the teacher served ninety (90) days or less in the year leave was granted, the teacher shall be placed upon reinstatement at the same step he or she had attained during the year leave was taken.

ARTICLE 26.
VISTA, TEACHER CORPS, PEACE CORPS LEAVE

26.1. Leaves of absence may be granted by the Board of Education up to two (2) years to teachers with tenure status who join the Peace Corps, Vista, or the Teacher Corps, as full-time participants in such programs.

26.2. No compensation shall be paid that attendance at a convention or conference, or observation for such service.

ARTICLE 27.
CONFERENCE OR PROFESSIONAL LEAVE

27.1. When it is evident that attendance at a convention or conference, or observation of an activity in another school building or school system, will contribute to the effectiveness of the instructional program, the Superintendent may grant conference or professional leave, without loss of pay, to teachers for the purpose of such attendance or observation, under the following conditions:

27.1.1. Professional Leave – where the teacher applies for such leave, in writing, to the Superintendent, in which event the Superintendent may condition the granting of leave upon non-reimbursement of all or a portion of the expenses incurred by the teacher.

27.1.2. Conference Leave - where the teacher applies for such leave, in writing, to the Superintendent, or the Superintendent requests the teacher to take such leave, in which event the Board shall reimburse the teacher for all reasonably incurred expenses.

27.2. The teacher shall agree to prepare a written critique of the event attended and submit same to the Superintendent and Staff Development Committee within fourteen (14) calendar days after the event. If the Staff Development Committee so requests, the teacher shall also meet with the Committee to discuss the event.

27.3. If the Superintendent denies a teacher’s request for a conference leave, the teacher may apply for a professional leave.

ARTICLE 28.
MILITARY LEAVE

28.1. Reinstatement upon return from military service shall be in accordance with the provisions of Connecticut General Statutes, Section 10-156c and 156d.

28.2. Upon the teacher’s return to the system, the Board shall pay to the State Teachers’ Retirement Association the full amount of assessments and interest due to provide full retirement credit to the teacher for a maximum period of two (2) years.

28.3. A teacher who is called to temporary active duty of two (2) weeks by either the Reserves or National Guard shall be paid the difference between his or her teacher’s salary and military pay by the Board, provided that:

28.3.1. The teacher gives to the Board thirty (30) days advance notice, when feasible;

28.3.2. The temporary active duty cannot be postponed until the months when school is not in session.

28.3.3. Upon request by the Superintendent of Schools, the teacher supplies the Board with written verification that such duty cannot be postponed until the months when school is not in session;

28.3.4. The teacher is performing such duty pursuant to his or her initial six years of obligated military service.

ARTICLE 29.
GENERAL LEAVE

29.1. 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 with the recommendation of Superintendent and approval of the Board of Education on an individual basis.

29.2. A teacher may be granted a general leave of one (1) full contract year without pay or other benefits, for study, travel, reasons related to personal or family health, or similar purposes, or to be gainfully employed in a non-teaching field during said leave. No more than two (2) teachers may be granted such leave to be gainfully employed during any contract year. No teacher shall be granted such leave to be gainfully employed more than once. If more than two (2) teachers apply for leave to be gainfully employed, in any contract year, seniority shall be the determining factor. A teacher applying for general leave may be granted such leave only for a full contract year and only upon the recommendation of the Superintendent and the approval of the Board of Education, which recommendation and approval shall be discretionary. Teachers must apply on or before February 1 for a general leave commencing the following school year.

Upon the expiration of a general leave, the teacher shall return to his or her previous position or a comparable position for which he or she is certified, providing there has not been any program change or reduction in the number of teaching positions within his or her certification or school during the period of such leave. Nothing contained in this Article shall diminish a teacher's right under Article 40 of this Agreement.

Any teacher on a general leave for any reason during the school year must notify the Superintendent in writing by April 1 of his or her intent to return. Failure of the teacher to so notify the Superintendent of an intent to return shall be regarded as a resignation.

The medical insurance coverage normally provided to teachers under this Agreement shall be available to teachers on general leave of absence at their own expenses, provided that the teacher elects to continue said insurance at least sixty (60) days prior to the commencement of the leave and, provided further, that the teacher pays to the Board's Business office all necessary premiums at least ten (10) days in advance of the date upon which the Board is required to submit payment to the carrier.

ARTICLE 30. ASSOCIATION LEAVE

30.1. If negotiation meetings, up to but not including interest arbitration, between the Board and the Association are scheduled during normal working hours of a school day, not more than two (2) representatives of the Association shall be relieved from regular duties without loss of pay, as necessary, in order to permit his/her attendance at such meetings. During interest arbitration, as necessitated by the hearing schedule, the Association negotiations committee (not to exceed four (4) members) shall be relieved from all regular duties without loss of pay in order to permit their attendance at such hearings.

30.2. When it is necessary, pursuant to the grievance procedure of this Agreement, for an Association representative to attend a grievance hearing during the school day other than arbitration hearing, he shall upon notice to his supervisor and/or principal, be released without loss of pay, for a period of time necessary to attend such hearing. This shall be limited to one (1) representative of the Association and one (1) officer of the Association designated by the President.

30.3. If a grievance comes before an arbitrator and the hearing is scheduled during the school day, the aggrieved, one (1) Association representative, and the Association president, or an officer designated by the President, shall, upon notice to their supervisor and/or principal, be released without loss of pay for a period of time necessary to attend such hearing. Any teacher whose appearance in such hearing, as a witness, is necessary shall be accorded the same right, however, upon completion of a witness' testimony, the witness shall be excused from the hearing subject to recall, if necessary, and shall return to his/her normal duties.

30.4. Any teacher covered by this Agreement and who is elected as a full time officer of the Connecticut Educational Association shall, upon written request to the Superintendent, be granted a leave of absence, without pay or other benefits up to four (4) years. The opportunity to continue medical insurance coverage at the teacher's expense shall be in accordance with the provisions of Article 29 of the Agreement. A teacher returning from such leave shall be reinstated to a teaching position for which for the teacher is certified and qualified, provided that, within fifteen (15) days of the Connecticut Education Association elections but no later than June 1 of the prior school year, the teacher notifies the Board of his or her intent to return.

ARTICLE 31. GENERAL PROVISIONS

31.1. There shall be no reprisals of any kind taken against any teacher by either party to this Agreement for reasons of membership or non-membership in a professional education organization or participation or non-participation in its activities.

ARTICLE 32. STAFF SALARIES

32.1. The salaries for all teachers covered by this Agreement are set forth in Appendix C, which is attached hereto and made a part of this Agreement.

2013-2014 - No step movement, 2.5% GWI
2014-2015 - Step Movement 1.25% to the top steps
2015-2016 - Step Movement 1.36% to the top steps

ARTICLE 33. PLACEMENT ON THE SALARY SCHEDULE

33.1. Placement on the salary schedule shall be determined as of October 1, and continue in effect without change for the remainder of the school year. The Superintendent shall have the discretion for initial placement of individual teachers on the appropriate salary schedule only in shortage areas as defined by the Connecticut Department of Education annually. Notification of such placements shall be given to the President of the New Fairfield Education Association prior to each placement. All teachers shall be placed on the appropriate step in the salary schedule, taking into consideration the following:

33.1.1 Degree status as defined under "Degree Definitions" article (Article 50), including higher placement on the teachers' salary schedule as a result of teacher having obtained 15 or 30 credits beyond Bachelors or Masters degree.

33.1.2 A maximum of two (2) years of credit will be given for active service in the Armed Forces of the United States. Such service may be credited in one (1) or two (2) year increments provided that, the teacher has performed at least nine (9) months of continuous active service for one (1) year's credit and eighteen (18) months of continuous active service for two (2) years' credit, as the case may be.

33.1.3 A maximum of two (2) years of credit will be given for duty with the Peace Corps, Vista or Teachers Corps. Such service may be credited in one (1) or two (2) year increments,

provided that, the teacher has performed at least nine (9) months of continuous active service for one (1) years' credit and eighteen (18) months of continuous active service for two (2) full years' credit, as the case may be.

33.1.4. Evaluation of previous work or professional experience or private school experience will be made by the Superintendent.

33.2. Prior to his/her first date of employment, a teacher shall select one of the following methods of payments:

(1) Twenty-one (21) equal pay checks.

(2) Twenty-two (22) pay checks – the first twenty-one (21) pay checks equal to one twenty-sixth (1/26) of the salary and the twenty-second (22nd) equal to five twenty-sixths (5/26). The last check will be available on the last day of school.

Teachers who wish to change their method of payment shall inform the district business office in writing prior to the first day of the work year.

33.3. Prior to June 1 of the preceding school year, teachers shall select one of the following methods for longevity payment:

(a) Equally distributed in their paychecks throughout the year,

or

(b) In two (2) equal payments to be received on December 15 and June 1.

ARTICLE 34. TUITION REIMBURSEMENT

34.1. Teachers will be reimbursed for one-half (1/2) the tuition cost for graduate credit courses which have been completed successfully and have been approved by the Superintendent of Schools prior to taking the courses, not to exceed one thousand dollars (\$1,000) per teacher. The Board's obligation to reimburse for the cost of tuition under the provisions of this Article shall not exceed twenty thousand dollars (\$20,000) per fiscal year.

ARTICLE 35. EMPLOYMENT BEYOND THE SCHOOL YEAR

35.1. The Board may require selected staff members to work beyond the employment year specified in Article 7 but, in such event, shall compensate those staff members on a pro-rated basis of two and sixty-five one hundredths of one percent (2.65%) per week or fifty-three one hundredths of one percent (.53%) per day of the appropriate step on the salary schedule.

ARTICLE 36. EXTRA PAY FOR EXTRA DUTIES

36.1. Extra duty shall be paid and the amounts of such compensation are set forth in Appendix D, which is hereto attached and made a part of this Agreement.

36.2. Participation in extra duty for which compensation is paid shall be voluntary.

36.3. The Board shall have the right to use person(s) other than teachers to perform any Athletics or Intramural or other extra-curricular activities set forth in Appendix D. This right includes the Board's right to hire the most qualified applicant for any opening.

ARTICLE 37.
BOARD POLICIES

37.1. The Board shall provide each teacher with a copy of this Agreement or any successor agreement. The Board shall provide access to an electronic copy of its written policies.

ARTICLE 38.
EVALUATION REPORTS

38.1. Teachers shall be given a copy of any evaluation report prepared by their supervisors within fourteen (14) calendar days of the observation and they shall have the right to discuss such reports with their superiors.

38.2. No such evaluation report or other written statement may be placed in the teacher's personnel file unless he is given a copy. The teacher, upon being presented with the copy, shall be required to sign the original, such signature signifying only that he has read and received a copy of the document and not that the teacher agrees with the report or written statement. The teacher shall have the right to attach a reply to the report or statement within fourteen (14) calendar days.

ARTICLE 39.
TEACHER AIDES

39.1. The Board and the Association agree that a teacher's primary responsibility is to teach and that his energy should be utilized to this end. The Board and the Association recognize that teacher aides and part-time clerical employee are useful and necessary in order to implement this principle. Therefore, the Board shall, when feasible, employ teacher aides and part-time clerical employees sufficient in number to relieve teachers of some non-instructional duties.

ARTICLE 40.
REDUCTION IN FORCE

40.1. Reasons for Elimination of Certified Staff Positions.

It is recognized that the Board of Education has the sole and exclusive prerogative to eliminate certified staff positions consistent with the provisions of the statutes, providing such elimination does not result in a failure in its duty as a state agency to implement the educational interests of the state and to provide good public elementary and secondary schools. Elimination of certified staff positions may result from decreases in student enrollment, changes in curriculum, severe financial conditions or other circumstances as determined by the Board of Education.

40.2. Definitions

40.2.1. As used herein the term days shall mean calendar days.

40.2.2. As used herein the term teacher shall apply to any employee of the Board of Education, including an employee on a general leave under Article 29, who holds a certificate issued by the Connecticut State Board of Education and is employed in a teaching position.

40.3. Procedure

40.3.1. Prior to commencing action to terminate teacher contracts under this procedure, the Board of Education will give due consideration to its ability to effectuate position elimination and/or reduction in staff by:

- (a) Voluntary retirements
- (b) Voluntary resignation
- (c) Transfer of existing staff members
- (d) Voluntary leaves of absence

40.3.2. If a teacher has attained tenure status, his or her contract of employment may be terminated if his or her position is eliminated, but only if there is no other position for which that teacher is certified and qualified available in the school system. This shall include first preference with regard to positions that are held by non-tenured teachers, in addition to positions that are open and available. Determination of those to be released shall be in the following order.

- (a) Teachers holding durational shortage permits
- (b) Non-tenured teachers holding provisional certification.
- (c) Non-tenured teachers holding standard certification.
- (d) Tenured teachers holding provisional certification.
- (e) Tenured teachers holding standard certification.

40.3.3. The following criteria will be used to select those employees who are to be considered for termination within the broad tenure and certification categories established under 40.3.2.

- (a) Areas of certification.
- (b) Teaching experience in other positions which may be available.
- (c) Degree status.
- (d) Total years of teaching experience.
- (e) Total years of teaching experience in the school system.
- (f) Qualifications and ability as determined by an objective evaluation of the teacher's performance.

(g) Needs of the system.

40.3.4. If the Board of Education considers termination of the contract of a teacher, it shall authorize the Superintendent to notify the teacher in writing that termination of his or her contract is under consideration. Such initial notice shall be in the following form: "This is to notify you that termination of your contract of employment is under consideration." This notification, and any subsequent proceedings with regard to contract termination, will be in accordance with the provisions set forth in Section 10-151 of the Connecticut General Statutes.

40.4. Policy Provisions Not Applicable to Promotions.

Nothing herein shall require the promotion of a teacher to a position of higher rank, authority, or compensation, although the teacher whose contract is to be terminated because of elimination of position is qualified and/or certified for the promotional position.

40.5. Recall Procedure

40.5.1. If a contract is terminated because of elimination of position, the name of that teacher shall be placed on a reappointment list for a period of two (2) years. If a position 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 to the personnel office, at least thirty (30) days (calendar) prior to the anticipated date of reemployment, when possible. The individual shall accept or reject the offer of employment 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 the elimination of position should he or she take a comparable position in any other public school system during the two (2) year period immediately following termination.

40.5.2. Accrued sick leave benefits, seniority rights and placement on the salary schedule to which a teacher was entitled at the time of layoff will be restored to the teacher upon his or her return.

ARTICLE 41.
ACADEMIC FREEDOM

41.1. The private and personal life of a teacher is not within the appropriate concern or attention of the Board of Education except as it may interfere with the teacher's responsibilities to and relationship with students and/or the school system.

41.2. Teachers will be entitled to full rights of citizenship and no religious or political activities of any teacher (provided such activities do not take place during his working hours) or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

ARTICLE 42.
SEVERABILITY

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

ARTICLE 43.
TEACHING PERIODS

43.1. Teachers in a departmentalized program will not be assigned to more than five (5) teaching periods and one (1) study hall, or more than six (6) teacher periods and no study hall under a seven (7) period daily schedule. Departmentalized teachers will not be required to teach in more than two (2) subject areas nor have any more than three (3) teaching preparations; provided that when there are three (3) person teams in grades 7 and 8, members of those three (3) person teams may be required to teach three (3) subject areas.

ARTICLE 44.
SPECIAL SCHOOL PROGRAMS

44.1. These provisions apply to such programs as summer school and homebound.

44.1.1. Positions in these programs shall be filled first by teachers regularly employed in the school system.

44.1.2. In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the system, and prior experience in these programs, if any.

44.1.3. All openings for these positions shall be listed as early as possible so interested teachers may apply.

44.1.4. Summer School – Compensation shall be at the rate of \$27.01 per hour for the term of this contract; compensation for Special Education Summer School shall be \$32.64 per hour for the term of this contract.

44.1.5. Homebound Instruction – Homebound instruction compensation shall be at the rate of \$27.01 per hour for the term of this contract.

44.2. A teacher shall not tutor, for pay, a student who is under his immediate instruction in school.

44.2.1. School counselors, school psychologists, school psychotherapists, and school social workers shall not counsel, provide speech or language therapy, or any other professional service to students for remuneration.

44.3 Teachers who present approved professional development workshops during their regular school day shall be compensated at the rate of one hundred dollars (\$100) for each workshop plus fifty dollars (\$50) for each additional presentations of the same workshop given on another day.

ARTICLE 45.
CONSULTATION PROCEDURE

45.1. To achieve rapport between the Board and the Association, periodic informal meetings shall be held between the parties within thirty (30) days of a request for such a meeting by either party. The purpose of such meeting shall be to discuss issues of interest to either side.

45.2. Should, as a result of any meeting or meetings provided for in Section 46.1 above, the parties decide to amend this Agreement, such addendum or amendment shall be contingent upon the approval of both the Board and the Association and shall be signed by the Board and the Association. However, such meetings are not intended and shall not be construed to be negotiating meetings. The parties explicitly acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject not removed by law from collective bargaining, and that the understandings and agreement arrived at by the parties are set forth in this Agreement and letters of understanding, attached hereto, which are the sole, exclusive and entire agreement between the parties. As a result, neither party shall during the life of this Agreement be required to negotiate upon any subject or proposal which is a matter already governed by this Agreement or which has been a matter within the scope of bargaining which brought about this current agreement.

ARTICLE 46.
CURRICULUM REVISION

46.1. Teachers involved in curriculum study will be selected from those teaching within that subject area and will be representative of the grade level or levels for which the curriculum is designed. Teachers will be chosen from those who volunteer and selection will be based upon experience and demonstrated competence in the area of the study. This does not preclude the involvement of consultants from outside the system in a curriculum revision.

46.2 The compensation for curriculum work shall be as follows:

For committee participant: \$27.01 per hour for the term of this contract.

For committee chairperson: \$28.14 per hour for the term of this contract.

46.3. Teachers who serve on the Teacher Evaluation Development Plan Panel or on the Career Incentive Development Plan shall be paid at the rate provided for in Section 47.2 of this Agreement.

ARTICLE 47.
PREPARATION PERIOD

47.1. All classroom teachers shall have, in addition to their lunch period, at least five (5) preparation periods per week.

47.2. Teachers shall remain in their building or department areas during a preparation period unless permission to leave is granted by the Principal to perform work related tasks.

47.3. Preparation periods are primarily self directed periods which may be devoted to: activities affecting teaching readiness; the improvement of pupil adjustment, achievement and evaluation; and pre-scheduled conferences and planning meetings regarding pupil placement, progress

or discipline. When an administrator deems it essential for a teacher to attend a meeting, the teacher shall attend; provided that no more than fifteen (15) meetings may be called per teacher per year.

ARTICLE 48.
RETIREMENT SETTLEMENT

48.1. A retirement settlement of \$7,500 may be granted for extended service (25 years) in New Fairfield.

ARTICLE 49.
DEGREE DEFINITIONS

49.1. The Salary Schedule listed in the Appendices of this Agreement shall be interpreted and applied in accordance with the following definitions:

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

Master – A master’s degree earned at an accredited college or university.

Six-Year – A second master’s degree in a discipline other than the discipline in which the initial master’s degree was attained; or the completion of thirty (30) credits beyond the master’s degree in a program approved by an accredited college or university; or a “Sixth-Year Certificate” from an accredited college or university.

ARTICLE 50.
INSURANCE

The following insurance program will be provided for members of the NFEA. This shall be the exclusive plan, no other options are available.

50.1 The Board will provide a high deductible - health savings account program for all eligible employees, with such a plan to have the following design:

Plan Deductibles:	\$2,000 Individual, \$4,000 Family
After the deductible, the plan pays:	90% of medical and drug expenses, In Network 70% of medical and drug expenses, Out of Network
Out-of-pocket limit	\$2,750 Individual, \$5,500 Family, In Network \$4,000 Individual, \$8,000 Family, Out of Network
Annual HSA Cash payment	\$1,250 Individual, \$2,500 Family
Timing of Employer HSA Payment	100% upon first year plan effective date; 50%/50% in year two; quarterly in subsequent years
Plan for those ineligible for HSA	Mirror HRA program
Other plan changes relative to current plan	Plan changes necessitated by Insurance Carrier HSA platform. See Anthem plan deviation exhibit for details

New Vision Plan

Board will implement stand-alone vision reimbursement plan of equal or greater value to current plan as quoted by Anthem "Blue View Vision 20/130". See Anthem Blue View Vision Attachment

50.1.1. In 2013-2014 teachers shall pay 17% of the premiums for the insurance plan and the Board shall pay the remaining premiums. In 2014-2015 teachers shall pay 17.5% and the Board shall pay the remaining premiums, and in 2015-2016 teachers shall pay 18% and the Board shall pay the remaining premiums.

50.1.2. The Board shall provide life insurance in an amount equal to two (2) times the salary to the nearest thousand for each full-time staff member.

50.1.3. All Medicare-eligible retirees must exit the plan (TRB plan available) if permitted by law.

50.2. Group long-term disability will be provided. Benefits will begin after ninety (90) days of disability. Teachers who qualify for long-term disability benefits shall not be paid sick pay by the Board during the period of such eligibility.

50.3. All insurance will be provided in accordance with the terms of the insurance carriers.

50.4. Notwithstanding anything to the contrary above in this Article, the Board specifically reserves the right to change insurance carriers or to partially self insure so long as such change results in teachers retaining coverage and benefits substantially equal to those provided for in Sections 50.1 and 50.2 of this Article. Benefits and coverage include length of time the involved carriers take to process claims and the acceptability of the involved carriers to health care providers. Once the Association has been notified and provided with the certification, the Association has thirty (30) days to examine the new insurance carrier's policy and, if necessary, object to the change in writing. If the parties are unable to resolve informally the matter within the following twenty (20) days, the contractual grievance procedure shall be utilized by the Association. Network equivalence shall not be a factor in considering substantial equivalence in coverage and benefit if the disruption in doctor utilization (by visit) is fifteen percent or less.

50.5 Teachers shall be eligible for coverage in a full service dental plan (100% preventive; 80% basic services; 50% major services). Annual deductible under said dental plan shall be \$50.00, with annual family deductible of \$150.00. Teachers may elect family coverage at their own cost, said election to be made annually at a time designated by the carrier and/or insurance agent. Said plan shall have a benefits maximum of \$1000.00 per person per year.

50.5.1. Teachers shall pay 10% of the premiums for the individual insurance coverage set forth in 50.5, and the Board shall pay the remaining premiums for the individual insurance coverage.

ARTICLE 51. PAYROLL DEDUCTIONS

51.1. Requests for the addition or change in any of the following deductions must be made by August 15th. Provisions for change after August 15th shall be made as the business office work load allows. In addition, a distinct second enrollment period for annuities will take place during February.

In addition to those payroll deductions required by law and authorized in writing by such individual, the following agencies are eligible for payroll deductions in addition to any mutually agreed upon the Board of Education and the individual.

Tax Sheltered Annuities, including a 403b Plan established by the Board pursuant to United States Public Law No, 87-370, Section 403(b) of the Internal Revenue Code, as amended. Should the Board create a Section 457 plan, it shall determine the vendor(s) (not to exceed 2) of the plan.

New Fairfield Teachers' Association and its affiliates

Waterbury Teachers' Credit Union

U.S. Savings Bonds

51.2 The Association shall indemnify and save the Board harmless against all claims, demands, suits, or other forms of liability, including attorneys' fees and costs, which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.

51.3.

1. CONDITIONS OF CONTINUED EMPLOYMENT

All teachers employed by the New Fairfield Board of Education shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service 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. DEDUCTIONS

The New Fairfield Board of Education agrees to deduct from each teacher an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the deduction from each paycheck for membership dues shall be equal to the total Association membership dues divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The amount of the deduction for service fee from each paycheck shall be equal to the total service fee divided by the number of paychecks from and including the first paycheck in January through and including the last paycheck in June. The amount of Association membership dues shall be certified by the Association to the Board of Education prior to the opening of school each year. The amount of service fee shall be certified by the Association to the Board of Education prior to January 1st of each school year.

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.

4. FORWARDING OF MONIES

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

5. LISTS

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

6. REFERENCE TO ASSOCIATION

The singular reference to the "Association" herein shall be interpreted as referring to the New Fairfield Education Association, the Connecticut Education Association and the National Education Association.

ARTICLE 52.
JUST CAUSE

No teacher shall be issued a disciplinary warning, be suspended without pay or have an increment withheld without just cause. Nothing herein shall supersede any provision of the tenure laws of the State of Connecticut. Termination or nonrenewal of a teacher's contract of employment shall not be subject to this paragraph or the Grievance and Arbitration Procedure set forth in this Agreement.

ARTICLE 53.
FULL AND COMPLETE AGREEMENT

53.1. This Agreement contains the full and complete agreement between the Board and the Association on all negotiable issues, and neither party shall be required during the term thereof to negotiate upon any issue, governed by this Agreement or any issue which has been a matter within the scope of bargaining which brought about the current Agreement.

53.2. This Agreement shall not be altered, amended or changed, except in writing, signed by both the Board and the Association, which amendment shall be appended hereto and become a part hereof.

ARTICLE 54.
NO SEPARATE AGREEMENTS

54.1. No individual employee in the bargaining unit or representative, agent or employee of the Board may enter into any separate agreement or understanding which will be inconsistent with the terms of this Agreement.

ARTICLE 55.
DURATION

55.1. The provisions of this Agreement shall be effective as of July 1, 2013 and shall continue in full force and effect to and including June 30, 2016.

ARTICLE 56.
PART-TIME STAFF

56.1. Salary will be pro-rated based upon a 410 minute day for 186 days. The appropriate step and level on the salary schedule will be determined in accordance with the contract.

56.2. Preparation periods will be pro-rated and flexibly placed.

Example: Employee works 177 minutes = .43 salary
Based upon 225 minutes of preparation time per week, the employee is entitled to 225 x .43 minutes of prep time per week or 97 minutes of prep time per week.

56.3. Part-time certified staff will be required to attend the full-day staff meeting prior to the first day of school and will be compensated for such to equal a full day's pay.

56.4. Part-time certified staff will not be required to attend faculty meetings. They will be responsible for obtaining the information disseminated at those meetings. Administrators will provide part-time staff with copies of any written material distributed at faculty meetings.

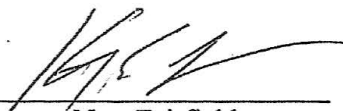
56.5. Part-time certified staff will be required to attend the portion of a staff development day equivalent to their part-time status. If they are required to attend all staff development days, they will be compensated for such to equal a full day's pay.

56.6. Sick days will be pro-rated accordingly.

56.7. Part-time staff who are .5 or more, shall be provided a lunch period according to the contract. Provision for lunch for part-time staff less than .5 shall be provided as agreed to by the Superintendent and the Association.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their proper officers, hereunto duly authorized, and their seals affixed hereto as of the date and year first above written.

NEW FAIRFIELD BOARD OF EDUCATION

Dated: 12/6/12 By 
Chairman, New Fairfield

NEW FAIRFIELD EDUCATION ASSOCIATION

Dated: 12/6/12 By 
President

Letter of Interpretation

The parties hereto adopt this Letter of interpretation as an addendum to their collective bargaining agreement which will take effect on September 1, 1984, in order to clarify its terms. The parties agree that Articles 11, 12 and 13 shall be interpreted as follows:

To the extent that the provisions of the aforementioned Articles may appear inconsistent, the parties in negotiating these Articles intended that Articles 11 and 12 shall take precedence over Article 13 insofar as they relate to involuntary assignment and transfers caused by changing enrollment patterns. For all other purposes of the provisions of Article 13 shall take precedence.

APPENDIX A

NEW FAIRFIELD PUBLIC SCHOOLS - 2013-2014 Calendar

August (2)				
M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

22-23 - New Teacher Orientation
 26 - First Day For Teachers
 27-28 - Professional Development Days
 29 - First Day For Students

September (19)				
M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

2 - Labor Day
 5 - Rosh Hashanah

October (21)				
M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

11 - Professional Development Day
 14 - Columbus Day

November (17)				
M	T	W	Th	F
				1
4	5	6	7	8
*11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

5 - Election Day
 Professional Development Day
 11 - Data Day - *Early Dismissal
 Veterans' Day
 27-29 - Thanksgiving Recess

December (15)				
M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

23-31 - Holiday Vacation

January (21)				
M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

1 - New Year's Day
 20 - Martin Luther King Day

February (18)				
M	T	W	Th	F
3	4	5	6	7
10	11	12	13	*14
17	18	19	20	21
24	25	26	27	28

14 - Data Day - *Early Dismissal
 17 - Presidents' Day
 18 - Winter Break

March (21)				
M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	*28
31				

28 - Data Day - *Early Dismissal

April (17)				
M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

14-17 - Spring Vacation
 18 - Good Friday

May (21)				
M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	*23
26	27	28	29	30

23 - Data Day - *Early Dismissal
 26 - Memorial Day

June (8)				
M	T	W	Th	F
2	3	4	5	6
9	10	11	♦12	♦13
♦16	♦17	♦18	♦*19	20
23	24	25	26	27
30				

♦12 - ♦19 - Snow/emergency days
 19 - Last Day for Students (includes 6 snow/emergency days) *Early Dismissal
 20 - Last Day for Teachers

If 5 or more snow/emergency days are used before February 14th, schools will be in session on February 18th, then February 17th as needed. Additional snow/emergency days will be taken in the following order: June 19th, then from spring vacation beginning with April 14th. The last day for students is expected to be no later than June 19th. Students will not be in school more than 180 days.

APPENDIX B

ANNUAL SALARY AGREEMENT

_____ (to whom the term "teacher" hereinafter refers), employed as a teacher in the public schools of the Town of New Fairfield, Connecticut, under a continuing contract dated _____, is hereby notified that the Board of Education of New Fairfield has voted and hereby agrees, under the terms of said contract and in accordance with the provisions of the prevailing salary schedule of the Board of Education for New Fairfield, to pay _____, an annual salary of _____, in _____ periodic installments, plus longevity of _____ in _____, and subject to required deductions for the State Teachers' Retirement Fund, United States Withholding Tax, Connecticut Withholding Tax (beginning October 1, 1991) and other agreed to deductions which the teacher may in writing authorize.

Said teacher, under the terms and conditions of the aforementioned continuing contract, hereby agrees to accept the above-stated salary in return for service during the above-stated period.

This salary agreement shall become operative when properly signed in duplicate and one copy returned by the teacher to the office of the Business Manager. If not signed and returned by the teacher on or before _____, a written statement of the reasons must be submitted to the office of the Superintendent by this date.

SIGNED: _____
Board of Education of New Fairfield

Teacher _____ By _____

Date: _____ Date _____

Your accumulated sick days as of _____ are _____.

APPENDIX C

NEW FAIRFIELD BOARD OF EDUCATION
TEACHERS' SALARY SCHEDULE
2013-14

STEP	BACHELOR	BA+15	BA+30	MASTERS	MA+15	MA+30
1	43,184	43,617	45,955	47,294	48,630	49,967
2	44,912	45,362	48,132	49,519	50,906	52,290
3	46,711	47,177	50,413	51,851	53,286	54,722
4	48,580	49,065	52,802	54,291	55,778	57,265
5	50,524	51,028	55,305	56,847	58,387	59,927
6	52,546	53,068	57,925	59,524	61,119	62,714
7	54,649	55,192	60,671	62,324	63,977	65,628
8	56,836	57,400	63,545	65,259	66,969	68,680
9	59,112	59,697	66,556	68,330	70,103	71,873
10	63,024	63,647	69,710	71,547	73,382	75,213
11			73,014	74,915	76,814	78,711
12			76,473	78,441	80,406	82,370
13			82,111	84,199	86,283	88,367

Social Workers and Psychologists shall receive a yearly stipend equal to two and one-half percent (2.5%) of the appropriate step on the salary schedule.

An annual longevity payment of one thousand dollars (\$1000) shall be paid to each teacher after fifteen (15) years of service in the New Fairfield school system. An annual longevity payment of four hundred dollars (\$400) in addition to that specified above shall be paid to each teacher after twenty (20) years of service in the New Fairfield school system. Teachers hired after July 1, 2013 are not eligible to receive this benefit.

Columns BA+15 and BA+30 are eliminated and no teachers may move into these salary step columns effective July 1, 2013. However, teachers currently on these salary step columns may remain in their current columns, and teachers currently on BA+15 may move to BA+30.

APPENDIX C

NEW FAIRFIELD BOARD OF EDUCATION
TEACHERS' SALARY SCHEDULE
2014-2015

STEP	BACHELOR	BA+15	BA+30	MASTERS	MA+15	MA+30
1	43,184	43,617	45,955	47,294	48,630	49,967
2	44,912	45,362	48,132	49,519	50,906	52,290
3	46,711	47,177	50,413	51,851	53,286	54,722
4	48,580	49,065	52,802	54,291	55,778	57,265
5	50,524	51,028	55,305	56,847	58,387	59,927
6	52,546	53,068	57,925	59,524	61,119	62,714
7	54,649	55,192	60,671	62,324	63,977	65,628
8	56,836	57,400	63,545	65,259	66,969	68,680
9	59,112	59,697	66,556	68,330	70,103	71,873
10	63,812	64,443	69,710	71,547	73,382	75,213
11			73,014	74,915	76,814	78,711
12			76,473	78,441	80,406	82,370
13			83,137	85,251	87,362	89,472

Social Workers and Psychologists shall receive a yearly stipend equal to two and one-half percent (2.5%) of the appropriate step on the salary schedule.

An annual longevity payment of one thousand dollars (\$1000) shall be paid to each teacher after fifteen (15) years of service in the New Fairfield school system. An annual longevity payment of four hundred dollars (\$400) in addition to that specified above shall be paid to each teacher after twenty (20) years of service in the New Fairfield school system. Teachers hired after July 1, 2013 are not eligible to receive this benefit.

Columns BA+15 and BA+30 are eliminated and no teachers may move into these salary step columns effective July 1, 2013. However, teachers currently on these salary step columns may remain in their current columns, and teachers currently on BA+15 may move to BA+30.

APPENDIX C

NEW FAIRFIELD BOARD OF EDUCATION
TEACHERS' SALARY SCHEDULE
2015-2016

STEP	BACHELOR	BA+15	BA+30	MASTERS	MA+15	MA+30
1	43,184	43,617	45,955	47,294	48,630	49,967
2	44,912	45,362	48,132	49,519	50,906	52,290
3	46,711	47,177	50,413	51,851	53,286	54,722
4	48,580	49,065	52,802	54,291	55,778	57,265
5	50,524	51,028	55,305	56,847	58,387	59,927
6	52,546	53,068	57,925	59,524	61,119	62,714
7	54,649	55,192	60,671	62,324	63,977	65,628
8	56,836	57,400	63,545	65,259	66,969	68,680
9	59,112	59,697	66,556	68,330	70,103	71,873
10	64,680	65,319	69,710	71,547	73,382	75,213
11			73,014	74,915	76,814	78,711
12			76,473	78,441	80,406	82,370
13			84,268	86,410	88,550	90,689

Social Workers and Psychologists shall receive a yearly stipend equal to two and one-half percent (2.5%) of the appropriate step on the salary schedule.

An annual longevity payment of one thousand dollars (\$1000) shall be paid to each teacher after fifteen (15) years of service in the New Fairfield school system. An annual longevity payment of four hundred dollars (\$400) in addition to that specified above shall be paid to each teacher after twenty (20) years of service in the New Fairfield school system. Teachers hired after July 1, 2013 are not eligible to receive this benefit.

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APPENDIX C

NEW FAIRFIELD BOARD OF EDUCATION
TEACHERS' SALARY SCHEDULE

STEP	BACHELOR	BA+15	BA+30	MASTERS	MA+15	MA+30
1	44,912	45,362	48,132	49,519	50,906	52,290
2	46,711	47,177	50,413	51,851	53,286	54,722
3	48,580	49,065	52,802	54,291	55,778	57,265
4	50,524	51,028	55,305	56,847	58,387	59,927
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7	56,836	57,400	63,545	65,259	66,969	68,680
8	59,112	59,697	66,556	68,330	70,103	71,873
9	61,896	62,508	69,710	71,547	73,382	75,213
10	64,680	65,319	73,014	74,915	76,814	78,711
11			76,473	78,441	80,406	82,370
12			80,370	82,425	84,478	86,529
13			84,268	86,410	88,550	90,689

The above salary schedule will go into effect on June 30, 2016

APPENDIX D

NEW FAIRFIELD PUBLIC SCHOOLS
COCURRICULAR

2013-2016

Position

1. ATHLETICS

a) High School

Athletic Director (2 teaching assignments/ 1 administrative duty)

Athletic Coordinator – Fall (2) 2,440

Athletic Coordinator – Winter (2) 2,440

Athletic Coordinator – Spring (2) 2,440

Supervisor of Wellness Center 2,385

Fall

Boys

Football

Varsity Coach 6,271

First Varsity Assistant 4,084

Second Varsity Assistant 3,206

Third Varsity Assistant 3,205

Football: Freshman

Coach 3,205

Assistant Coach 3,205

Soccer

Varsity 4,295

Jr. Varsity 2,800

Girls

Field Hockey

Varsity 4,214

Jr. Varsity 2,776

Freshman 2,776

Swimming

Varsity 4,481

Varsity Assistant 2,917

Volleyball

Varsity 4,176

Jr. Varsity 2,421

Soccer

Varsity 4,295

Jr. Varsity 2,800

Cheerleading/Pep Club

Varsity 3,725

Jr. Varsity 2,170

Co-ed

Cross Country

Varsity 3,738

Jr. Varsity 2,770

Winter

Boys

Basketball

2013-2016

Position	
Varsity	5,641
Jr. Varsity	3,661
Freshman	3,112
Ice Hockey	4,168
Swimming	
Varsity	4,481
Varsity Assistant	2,917
Wrestling	
Varsity	4,678
Varsity Assistant	3,174

Girls

Basketball	
Varsity	5,641
Assistant Jr. Varsity	3,661
Freshman	3,112

Co-ed

Indoor Track	
Coach	4,073
Assistant Coach	2,900

Spring

Boys

Baseball	
Varsity	4,550
Jr. Varsity	2,794
Freshman	2,386
Lacrosse	
Varsity	4,550
Jr. Varsity	2,794
Freshman	1,231
Tennis Varsity	3,317
Track	
Varsity	4,430
Assistant (Boys/Girls)	2,900

Girls

Softball	
Varsity	4,550
Jr. Varsity	2,794
Freshman	2,386
Lacrosse	
Varsity	4,550
Jr. Varsity	2,794
Freshman	1,231
Tennis Varsity	3,317
Track Varsity	4,430

2. INTRAMURALS

a) Middle School

Fall	
Co-Ed (2)	795

Position

Winter	
Co-Ed (2)	795
Spring	
Co-Ed (2)	795
b) <u>Meeting House Hill</u>	
Fall	
Co-Ed (2)	795
Winter	
Co-Ed (2)	795
Spring	
Co-Ed (2)	795

3. CULTURAL ACTIVITIESa) High School

Marching Band Director/Majorettes	5,092
Assistant Marching Band Director	2,122
Auditorium Manager/AV Technician	1,804
Tri-M Music Honor Society	1,804
Concert Instrumental Director	1,326
Dance Band Director	1,173
Dance Team Director	3,726
Flag Squad	638
Drum Line	625
Jazz Band (advanced)	626
Media Club Advisor	2,845
Yearbook Advisor	1,425
Concert Choir Director	1,297
DECA Advisor	2,652
Model UN	1,500
Academic Decathlon	1,500
Newspaper Advisor	1,425
Student Council Advisor	1,546
(no HR/8-day cycle-average, 1 release period)	
National Honor Society	
(8-day cycle-average, 1 release period)	
Latin Club	1,200
French Club	1,200
Spanish Club	1,200
Italian Club	1,200
Math Team/SAT Advisor	1,138
FBLA Advisor	2,652
TSA Advisor	1,799
CWE-ME teacher/coordinator	
(8-day cycle-average, 1 release period)	
Virtual High School Site Coordinator	2,251
Junior Class Trip Chaperone (2)	410
High School Sign	1,545
Fall Drama Advisor	655

Spring Musical Production Staff

Position

Director/Producer	2,731
Music Director/Conductor	1,370
Choral Director	1,370
Business Manager	456
Stage Manager	684
Set Designer/Builder	910
Class Advisors (8)	
Seniors (2)	2,652
Juniors (2)	1,981
Sophomores (2)	1,586
Freshmen (2)	1,586
Creative Writing Advisor	1,390
Peer Mentor	1,360
Civil Air Patrol	1,390
Advanced Placement Coordinator	1,800
Mentor Coordinator	5,000
Saturday Detention Supervisor	\$48/hour
Detention Supervisor	\$48/hour
ALC Math Teacher	7,532
ALC Special Education Teacher	7,532
ALC Social Studies Teacher	7,532
ALC English Teacher	7,532
ALC Science Teacher	7,532
ALC Teacher of an Elective Subject	
1 st Semester	1,883
2 nd Semester	1,883
ALC Director	9,995
b) <u>Middle School</u>	
Student Council Advisor	1,173
Science Club Advisor or Pack Advisor	789
Civil Air Patrol Advisor	1,500
Newspaper Advisor	1,424
Class Book/Yearbook Advisor (2)	673
Grades 7 and 8 Band Director	1,297
Grades 7 and 8 Choral Director	649
Grade 6 Choral Director	626
Grade 6 Band Director	626
Fall Drama Production Advisor	655
Small Ensemble Coordinator	626
Jazz Ensemble Director	626
String Ensemble Director	3,014
Peer Leadership Coordinator	1,895
Or release from Admin duty	947
Or if (2) Teachers share this position then both will be released from 2 days a week of duty	474
Math Counts Advisor	789

Position	
Broadcast Journalism Club (DERX)	\$ 48.34/hr
Breakfast Club (DERX)	\$ 48.34/hr
Middle School Success (Title 1)	\$ 48.34/hr
Homework Club Advisor	\$ 48.34/hr
After School Attention Club	\$ 48/hour
c) <u>Meeting House Hill School</u>	
Literary Magazine	674
Yearbook Advisor	674
Choral Director	1,256
Grade 5 Band Director	626
Grades 3, 4 and 5 String Ensemble Advisor	3,014
Math Counts Advisor	789
Peer Mediation	1,895
Homework Club (Thrift Shop Grant)	\$ 20/hour
d) <u>Consolidated School</u>	
Technology Coach	1,200
e) <u>Webmasters</u>	
Districtwide	3,126
High School/ Middle School	3,126
MHHS/ Consolidated School	3,126
f) <u>Enrichment Activities</u>	
The Board reserves the right to create stipends for enrichment activities as identified by the Board, in the amount of \$500 annually.	
4. <u>ADMINISTRATIVE/SUPERVISORY/INSTRUCTIONAL</u>	
a) <u>High School</u>	
Department Heads (assigned 4 classes and no duties)	
Business & Technology Education (9-12)	6,183
Foreign Language (9-12)	6,183
Math (9-12)	6,183
Science (9-12)	6,183
Social Studies (9-12)	6,183
Guidance Dept Chair (6-12)	5,408
English (9-12)	6,183
b) <u>Middle School</u>	
Team Leaders (1 release period (from administrative duty) Per day + stipend)	
Grade 6(2)	4,502
Grade 7(2)	4,502
Grade 8(2)	4,502
Unified Arts	4,502
c) <u>District Wide</u>	

Position	2013-2016
Head Nurse	1,297
Head Psychologist	1,297
School Psychologists who chair PPT meetings (in emergencies only)	\$ 48/hour

New Fairfield Public Schools
New Fairfield, CT

Request for Bereavement Leave

Date: _____

Name: _____

Position: _____ Location: _____

Date(s) Requested: _____

Reasons for Request:

Death of an immediate family member (spouse, child, sister, brother, parent, parent-in-law, stepchild or grandchild, grandparent, aunt, uncle or stepparent)

Please specify: _____

Employee's Signature: _____

For Superintendent's Use Only:

_____ Approved

_____ Approved without pay

_____ Disapproved

Comments:

Superintendent's Signature _____ Date: _____

Original to: Employee
Human Resource Office: yellow copy
Finance Office: pink copy

9/08



New Fairfield Public Schools
New Fairfield, CT 06812

REQUEST FOR PROFESSIONAL DAY

Date _____

Name _____

Position _____ School _____

Please check one: _____ Professional _____

Explain _____

_____ Conference _____

Name of conference _____

How does this request relate to your professional goal, your position, and/or the district strategic plan? _____

Date(s) Requested _____

Location _____

As per Article 27.2 of the NFEA agreement, you are required to prepare a written critique of the event attended and submit same to the superintendent and Staff Development Committee within 14 calendar days after the event.

Will you be asking the Board of Education to reimburse you/pay for expenses related to this professional/conference leave?

Yes _____ Purchase Order No. _____ No _____

For reimbursement after the professional/conference leave, please return the yellow copy of this form with receipts and your written critique through the principal's office to the superintendent's office.

Applicant's Signature _____

___ Approved ___ Disapproved

Signature of Administrator

___ Approved ___ Disapproved

Signature of Assistant Superintendent

___ Approved ___ Disapproved

Signature of Superintendent

Date

Original to: Employee
Copies to: Human Resource Office – yellow
Finance – pink

New Fairfield Public Schools
New Fairfield, CT

Application for Personal Leave

Please fill out Section A OR B. If the reason for the personal day(s) is one of the reasons listed in section A, it need not be identified. If it is different from reasons listed in section A, it must be specified in section B and obtain the written permission of the Superintendent of Schools.

Teachers
Section A

I find it necessary to be absent on _____

21.1 Personal days are granted to the staff in order that they may be excused from teaching duties when an emergency arises and time does not permit other arrangements (such as required attendance in court, religious holidays, birth of a child, illness within the family, etc.) without loss of pay.

I certify that my reason for taking such personal day(s) is in compliance with the above paragraph.

Section B

I find it necessary to be absent on _____ for the following reason: (to be evaluated by the Superintendent)

- Administrators (to be approved by Superintendent)
- Secretaries, Paraprofessionals, Clerks (to be approved by Superintendent)
- Buildings & Grounds (to be approved by Director of Buildings & Grounds and delivered to the Superintendent if less than 3 days before date requested)
- Other

I find it necessary to be absent on _____ for the following reason:

Employee's Signature: _____ Date: _____

Printed Name: _____

Location: _____

Administrator's Signature: _____ Date: _____

Superintendent's Signature: _____ Date: _____

Original to: Employee
Copies to: Human Resources (yellow)
Finance Office - Attendance File (pink)
Buildings & Grounds for Custodians (goldenrod)

WELCOME TO BLUE VIEW VISION!

Good news—your vision plan is flexible and easy to use. This benefit summary outlines the basic components of your plan, including quick answers about what's covered, your discounts, and much more!



Group Name
Effective Date

Blue View VisionSM A.20.20 130.130



Your Blue View Vision network

Blue View Vision offers you one of the largest vision care networks in the industry, with a wide selection of experienced ophthalmologists, optometrists, and opticians. Blue View Vision's network also includes convenient retail locations, many with evening and weekend hours, including LensCrafters®, Sears OpticalSM, Target Optical®, JCPenney® Optical and most Pearle Vision® locations. Best of all – when you receive care from a Blue View Vision participating provider, you can maximize your benefits and money-saving discounts. Members may call Blue View Vision toll-free at (866) 723-0515 with questions about vision benefits or provider locations.

Out-of-network services

Did we mention we're flexible? You can choose to receive care outside of the Blue View Vision network. You simply get an allowance toward services and you pay the rest. (In-network benefits and discounts will not apply.) Just pay in full at the time of service and then file a claim for reimbursement.

YOUR BLUE VIEW VISION PLAN AT-A-GLANCE

VISION CARE SERVICES

Routine eye exam - once every calendar year

Eyeglass frames

Once every calendar year you may select an eyeglass frame and receive the following allowance toward the purchase price:

Eyeglass lenses (Standard)

Factory scratch coating included

Polycarbonate lenses included for children under 19 years old.

Transitions® lenses included for children under 19 years old.

Once every calendar year you may receive any one of the following lens options:

- o Standard plastic single vision lenses (1 pair)
- o Standard plastic bifocal lenses (1 pair)
- o Standard plastic trifocal lenses (1 pair)

Eyeglass lens upgrades

When receiving services from a Blue View Vision provider, you may choose to upgrade your new eyeglass lenses at a discounted cost. Eyeglass lens copayment applies.

Lens Options

- o UV Coating
- o Tint (Solid and Gradient)
- o Standard Polycarbonate
- o Transitions® lenses
- o Progressive Lenses¹
 - o Standard
 - o Premium Tier 1
 - o Premium Tier 2
 - o Premium Tier 3
- o Standard Anti-Reflective Coating²
- o Premium Tier 1 Anti-Reflective Coating²
- o Premium Tier 2 Anti-Reflective Coating²
- o Other Add-ons and Services

¹ Please ask your provider for his/her recommendation as well as the progressive brands by tier.

² Please ask your provider for his/her recommendation as well as the coating brands by tier.

Contact lenses – once every calendar year

Prefer contact lenses over glasses? You may choose contact lenses instead of eyeglass lenses and receive an allowance toward the cost of a supply of contact lenses.

Your contact lens allowance can only be applied toward the first purchase of contacts you make during a benefit period.

Any unused amount remaining cannot be used for subsequent purchases made during the same benefit period, nor can any unused amount be carried over to the following benefit period.

Transitions and the swirl are registered trademarks of Transitions Optical, Inc. Photochromic performance is influenced by temperature, UV exposure and lens material

IN-NETWORK

\$20 copay, then covered in full

\$130 allowance then 20% off any remaining balance

\$20 copay, then covered in full

\$20 copay, then covered in full

\$20 copay, then covered in full

Member cost for upgrades

\$15

\$15

\$40

\$75

\$65

\$91

\$97

\$103

\$45

\$57

\$68

20% off retail price

\$130 allowance then 15% off any remaining balance

\$130 allowance (no additional discount)

Covered in full

OUT-OF-NETWORK

\$48 allowance

\$64 allowance

\$36 allowance

\$54 allowance

\$69 allowance

Discounts on lens upgrades are not available out-of-network

\$105 allowance

\$105 allowance

\$210 allowance

VISION CARE SERVICES

Contact lens fitting and follow-up

A contact lens fitting and two follow-up visits are available to you once a comprehensive eye exam has been completed.

Standard contact fitting*

Premium contact lens fitting**

IN-NETWORK Member Cost

Fitting and follow up visits up to \$55

10% off retail price

OUT-OF NETWORK

Discounts not available out-of-network

*A standard contact lens fitting includes spherical clear contact lenses for conventional wear and planned replacement. Examples include but are not limited to disposable and frequent replacement.

**A premium contact lens fitting includes all lens designs, materials and specialty fittings other than standard contact lenses. Examples include but are not limited to toric and multifocal.

Discounts – Savings on additional eyewear and accessories – After you use your initial frame or contact lens allowance, you can take advantage of discounts on additional prescription eyeglasses, conventional contact lenses, and eyewear accessories courtesy of Blue View Vision network providers.

<p>BLUE VIEW VISION ADDITIONAL SAVINGS</p>	<p>MEMBER SAVINGS</p>	<p>LASER VISION CORRECTION SURGERY</p>
<p>Additional Pair of Complete Eyeglasses</p>	<p>40% discount off retail*</p>	<p>Glasses or contacts may not be the answer for everyone. That's why we offer further savings with discounts on refractive surgery. Pay a discounted amount per eye for LASIK Vision correction. For more information, go to SpecialOffers at anthem.com and select vision care.</p>
<p>Contact Lenses - Conventional <i>(Discount applied to materials only)</i></p>	<p>15% off retail price</p>	<p>USING YOUR BLUE VIEW VISION PLAN</p>
<p>Eyewear Accessories Includes some non-prescription sunglasses, lens cleaning supplies, contact lens solutions and eyeglass cases, etc.</p>	<p>20% off retail price</p>	<p>The Blue View Vision network is for routine eye care only. If you need medical treatment for your eyes, visit a participating eye care physician from your medical network.</p>
<p>*Items purchased separately are discounted 20% off the retail price. Blue View Vision's Additional Savings Program is subject to change without notice.</p>		<p>OUT-OF-NETWORK</p>
		<p>If you choose an out-of-network provider, please complete the out-of-network claim form and submit it along with your itemized receipt to the below fax number, email address, or mailing address. When visiting an out-of-network provider, you are responsible for payment of services and/or eyewear materials at the time of service.</p>
		<p>To Fax: 866-293-7373 To Email: oonclaims@eyewearspecialoffers.com To Mail: Blue View Vision Attn: OON Claims P.O. Box 8504 Mason, OH 45040-7111</p>

EXCLUSIONS & LIMITATIONS

This is a primary vision care benefit and is intended to cover only eye examinations and corrective eyewear. Covered materials that are lost or broken will be replaced only at normal service intervals indicated in the plan design; however, these materials and any items not covered below may be purchased at preferred pricing from Blue View Vision provider. In addition, benefits are payable only for expenses incurred while the group and insured person's coverage is in force.

Combined Offers. Not combined with any offer, coupon, or in-store advertisement.
Experimental or Investigative. Any experimental or investigative services or materials.

Crime or Nuclear Energy. Conditions that result from: (1) insured person's commission of or attempt to commit a felony; or (2) any release of nuclear energy, whether or not the result of war, when government funds are available

Uninsured. Services received before insured person's effective date or after coverage ends.

Excess Amounts. Any amounts in excess of covered vision expense.

Routine Exams or Tests. Routine examinations required by an employer in connection with insured person's employment.

Work-Related. Work-related conditions if benefits are recovered or can be recovered, either by adjudication, settlement or otherwise, under any workers' compensation, employer's liability law or occupational disease law, even if insured person does not claim those benefits.

Government Treatment. Any services actually given to the insured person by a local, state or federal government agency, except when payment under this plan is expressly required by federal or state law. We will not cover payment for these services if insured person is not required to pay for them or they are given to the insured person for free.

Services of Relatives. Professional services or supplies received from a person who lives in insured person's home or who is related to insured person by blood or marriage.

Voluntary Payment. Services for which insured person is not legally obligated to pay. Services for which insured person is not charged. Services for which no charge is made in the absence of insurance coverage.

Not Specifically Listed. Services not specifically listed in this plan as covered services.

Private Contracts. Services or supplies provided pursuant to a private contract between the insured person and a provider, for which reimbursement under the Medicare program is prohibited, as specified in Section 1802 (42 U.S.C. 1395a) of Title XVIII of the Social Security Act.

Eye Surgery. Any medical or surgical treatment of the eyes and any diagnostic testing. Any eye surgery solely or primarily for the purpose of correcting refractive defects of the eye such as nearsightedness (myopia) and/or astigmatism. Contact lenses and eyeglasses required as a result of this surgery.

Sunglasses. Sunglasses and accompanying frames.

Safety Glasses. Safety glasses and accompanying frames.

Hospital Care. Inpatient or outpatient hospital vision care.

Orthoptics. Orthoptics or vision training and any associated supplemental testing.

Non-Prescription Lenses. Any non-prescription lenses, eyeglasses or contacts.

Plano lenses or lenses that have no refractive power.

Lost or Broken Lenses or Frames. Any lost or broken lenses or frames, unless insured person has reached a new benefit period.

Frames. Discount is not available on certain frame brands in which the manufacturer imposes a no discount policy.

Disclaimer:

This information is intended to be a brief outline of coverage. All terms and conditions of coverage, including benefits and exclusions, are contained in the member's Policy, which shall control in the event of a conflict with this overview.

This benefit overview insert is only one piece of your entire enrollment package. Exclusions and limitations are listed in the enrollment brochure.

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