

State of Connecticut
Department of Education

November 10, 2017

)	
In the Matter of)	Interest Arbitration Award
New Milford Board of Education)	Pursuant to the authority
&)	granted in Connecticut
New Milford Education Association)	General Statute Section
)	10-153f

Arbitration Award

Arbitration Panel:

Michael R. Ricci, Chair: Representing the Interests of the Public

John M. Romanow, Esq.: Representing the Interest of the New Milford Board of Education

Gail McKinley-Anderson: Representing the Interests of the New Milford Education Association

Appearances:

For the New Milford Board of Education:

William R. Connon, Esq.

Pullman & Connolly

90 State House Square

Hartford, CT 06103-36702

For the New Milford Education Association:

Thomas Kennedy

Connecticut Education Association

228 Meadow Street, Suite 301

Waterbury, CT 06702

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Proceedings

The New Milford Board of Education and the New Milford Education Association are parties to a Collective Bargaining Agreement (CBA). In accordance with applicable sections of CGS 10-153a, the above parties commenced in negotiations for a successor CBA; However, they were not able to reach an agreement and therefore, the parties submitted the matter for this Panel to arbitrate.

On September 29, 2017, in accordance with the time lines dictated by the above mentioned CGS, the Panel held their first hearing in the Central Office of the New Milford Board of Education. At this initial hearing, the Parties informed the Panel that they have bon fide issues that would necessitate three hearings. The Panel thus set the following schedule: October 20, 2017 (Day); October 20, 2017 (Night) and October 23, 2017 (Day).

At the start of the first evidentiary hearing on October 20, 2017, the Parties informed the Panel that they had reached an agreement on all outstanding issues. The subsequent hearings were cancelled and the hearing phrase of the proceedings remained open until October 24, 2017.

In accordance with the authority granted under CGS Section 10-153(c)(4) (*At any time prior to the issuance of a decision by the arbitrators...., the parties may jointly file with the arbitrators..., any stipulations setting forth contract provisions which both parties agree to accept.*) the Panel accepts the Parties jointly filed stipulations and thus issues this Stipulated Award.

STIPULATED AGREEMENT
SUBMITTED IN ARBITRATION

BETWEEN
NEW MILFORD
BOARD OF EDUCATION
AND
NEW MILFORD
EDUCATION ASSOCIATION

JULY 1, 2018 through JUNE 30, 2021
With reopener re: salary and distribution for years 2019-21


New Milford Board of Education


New Milford Education
Association

10/20/2017
Date

10/20/2017
Date

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PREAMBLE

This Agreement is made and entered into, by and between the New Milford Board of Education (hereinafter referred to as the "Board") and the New Milford Education Association (hereinafter referred to as the "Association").

The Board and the Association accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill, subject to the ability of the respective parties, financial and otherwise, to perform under governing law. It is understood by the Board and the Association that this is a legally binding contract.

This Agreement contains the full and complete agreement between the Board and the Association on all negotiable issues unless changed by mutual consent of both parties. Such changes will be in writing and attached hereto.

ARTICLE I RECOGNITION

1.01 Recognition

- A. For purposes of negotiations concerning salaries and all other conditions of employment under Section 10-153 of the Connecticut General Statutes, the Board hereby recognizes the Association as the exclusive representative for the following certified professional employees:

The group of certified professional employees who are employed by a local board of education in positions requiring a teaching or other certificate or durational shortage area permit and are not included in the administrators unit or excluded from the purview of Sections 10-153a to 10-153n, inclusive.

1.02 Non-Representation by the Association

- A. The Superintendent of Schools hereinafter referred to as the "Superintendent", Associate Superintendents, Assistant Superintendents, certified professional employees of the Board employed in positions requiring an intermediate administrator or supervisor certificate, certified professional employees who act for the Board in negotiations with certified professional personnel or who are directly responsible to the Board for personnel relations or budget preparation, temporary substitutes, defined as substitutes who work less than 41 days in same position, and all non-certified employees of the Board, will not be represented by the Association and will not be covered by the terms of this Agreement.

- B. Individuals who are hired to replace teachers on leave for at least one-half of the school year will be entitled to benefits; exceptions for shortage areas as delineated by the State Department of Education may be made by the Superintendent.

ARTICLE II
BOARD'S RIGHTS

- 2.01 Except as expressly provided otherwise by the specific terms of this Agreement, the Board, acting through itself or through the Superintendent or his designees, has and will continue to retain, whether exercised or not, the right, responsibility and prerogative to direct the public school system of the Town of New Milford in all its respects, including but not limited to the operation of the schools, the direction of the professional staff and the power and authority conferred upon the Board by law. No action taken by the Board pursuant to this Article, other than in direct contravention of an explicit provision of this Agreement, will be subject to the grievance and arbitration procedure hereof.

ARTICLE III
SALARIES

- 3.01 Salaries, Division of Salaries, Pay Day

- A. Salaries payable to teachers during the terms of this Agreement are set forth in Appendix A-1 attached hereto.
- B. Prior to July 1st of each year, teachers shall select one of the following methods of payment on a form provided by the school administration:
 - 1. Twenty-one (21) equal paychecks.
 - 2. Twenty-one (21) paychecks, the first twenty paychecks equal to one twenty-fifth of the salary and the twenty-first equal to five twenty-fifths.
- C. When a regularly scheduled pay day falls on a holiday or during a vacation, the Board will make a reasonable effort to pay teachers on the last normal work day prior to the said pay day.
- D. Salary payment shall be made by direct deposit method.

- 3.02 Salary Levels

- A. Teachers employed by and working for the Board shall be paid in accordance with the salary schedules listed in Appendices A-1 through A-3 of this Agreement and applied and interpreted in concert with the following definitions:

1. Level - BA = Bachelor. A baccalaureate degree earned in an accredited college or university.
2. Level - BA + 12; Level - BA + 24; Level - BA + 30 = Bachelor's degree plus 12, 24 or 30 additional graduate credits in a planned program from an accredited college or university which studies are applicable toward a standard Connecticut teaching certificate, or a program approved by the teacher and Superintendent as per Section 10-145b(c) of the Connecticut General Statutes.
3. Level - MA = Master's degree from an accredited college or university. A Master's degree requiring 60 credits or more is paid at Level - MA + 30.
4. Level - MA + 12; Level - MA + 24; Level - MA + 30 = Master's degree plus 12, 24 or 30 additional graduate study credits earned at an accredited college or university in an area of the teacher's assignment in New Milford or with the prior approval of the Superintendent.
5. Level - 6th Year = A Certificate of Advanced Study from an accredited college or university in the area of the teacher's assignment in New Milford or with the prior approval of the Superintendent. Two Master's degrees from accredited colleges or universities both of which are in the area of the teacher's assignment in New Milford.
6. Level Ph.D. = An earned doctorate from an accredited college or university in the area of the teacher's assignment in New Milford or with the prior approval of the Superintendent.

3.03 Credit for Past Service

- A. The Superintendent will have the sole and exclusive authority with respect to crediting or not crediting past services for purposes of initial placement on a level of the appropriate salary column.

3.04 Attainment of Sixth Year or Doctorate

- A. The attainment of a sixth year certificate or a doctorate will not be considered sufficient to qualify a teacher for advancement to the 6th year or doctorate columns of the salary schedule unless it is earned in the area of the teacher's assignment in New Milford or unless the program has the prior approval of the Superintendent.

3.05 Placement or Advancement to Any Column above BA

- A. As a condition precedent to placement on or advancement to any column above the BA, the teacher must submit to the Superintendent for his approval his or her transcript, signed by the Dean or equivalent administrative officer at the college where the credits were earned. Teachers will submit a written evaluative statement concerning the relative merits of the planned program or credits to the teacher's assignment in New Milford.

3.06 Department Chairpersons

- A. Department Chairpersons, Team Leaders, Head Teachers, and Coordinators shall be compensated pursuant to Appendix D.
- B. All compensation paid under this Section will be included within the teachers' regular salary payments. The Appendix D compensation will not be included in any per diem calculations.

3.07 Longevity Pay

- A. The Board will compensate teachers with extended teaching service in New Milford, over and above the existing salary schedule, as follows:

Years of Service:

1.	After 15, 16, 17 and 18 years	\$ 805
2.	After 19, 20, 21, 22 and 23 years	1,288
3.	After 24, 25, 26, 27 and 28 years	1,449
4.	After 29 years	1,610

- B. These amounts are not cumulative.

3.08 Guidance Counselors

- A. Compensation for Work Year Extension. Bargaining unit members not paid on an established fee schedule who are required to extend their work year shall be paid at a per diem rate calculated as follows: teacher annual salary multiplied by a factor of 1 divided by the number of work days in the school year. The hourly per diem rate is the per diem rate divided by 7.25. Summer school assignments are not considered to be an extension of the work year.

3.09 Assignment to More Than One School

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

Such teachers shall be notified of any changes in their schedules as soon as practicable.

- B. Mileage allowance for itinerant teachers. Special teachers, on an itinerant basis, shall be paid mileage at the IRS rate when the teacher must report to more than one school on a given day. Mileage shall be measured from the first school to the next school. A schedule of actual mileage between the various schools will be posted in the Superintendent's office and the teachers' room in each school

3.10 Withholding of Increments

- A. When a determination is made on the basis of performance evaluation that a teacher is not being recommended for an increment and/or salary increase, said teacher shall be notified by the Superintendent in writing on or before April 30th. The reasons for the determination shall be stated in the notice. The April 30 date may be extended for thirty (30) days provided that, prior to April 30, the teacher receives written notification of the extension with reasons why the withholding of increment and/or salary increase is under consideration.
- B. Those teachers below maximum not being recommended for incremental increase shall hold step on the salary schedule. Upon receiving a satisfactory evaluation, said teacher shall receive a one step increment on the salary schedule in the following year.
- C. Those teachers at maximum who do not receive a satisfactory evaluation shall not receive an increase in salary until a satisfactory evaluation is received. In the school year following a satisfactory evaluation, said teacher shall receive the appropriate salary as stated on the salary schedule.

ARTICLE IV **LEAVES OF ABSENCE**

4.01 Personal Illness

- A. Each teacher shall be allowed fifteen (15) days absence without loss of pay during each normal work year, provided such absence is due to the illness of the teacher. To the extent not used, this sick leave shall be allowed to accumulate from normal year to normal year to the number of days equal to the number of days in the teachers' work year. Teachers who were employed as of June 30, 1995 and who have accumulated sick days in excess of the above limitation will continue to have use. (This provision is not retroactive from its inception.) If and when the accumulation goes below the above limit the stated limit shall apply.

- B. Teachers unable to attend to their school duties for the above stated reason, or otherwise, shall notify their immediate supervisor as promptly as possible, stating the probable duration of their absence, so that arrangements may be made to obtain a substitute.
- C. An absence must be entered into the computer system and recorded as directed by the administration. A doctor's statement shall be required, if deemed necessary by the Superintendent or the designated supervisory administrator.
- D. Each teacher shall be allowed to utilize five (5) days of sick leave without loss of pay during each normal work year for illness in the teacher's immediate family, as such term is defined in Section 5.02 C. 1. of this Article provided the teacher is the primary care giver for the immediate family member.
- E. Sick Leave Loyalty Program. Teachers who have accumulated fifty (50) days of sick leave shall earn credit for each additional unused sick day accumulated. Teachers who have been employed with New Milford Public Schools for twenty (20) or more years of service shall be paid a sum of \$50 for each day accumulated beyond fifty (50), up to a total of 136 days, upon retirement from teaching. Teachers must notify the Board of their intention to retire prior to October 31 and must apply for retirement through TRB prior to March 1. A teacher who wishes to rescind his/her intention to retire must notify the Board prior to March 1. The Superintendent shall have the authority to waive the above timelines in the event of unusual circumstances. Payment shall be made on or about June 30.

4.02 Personal Days

- A. Leave for Personal Reasons.
 - 1. Teachers may take one personal day per year with twenty-four (24) hours or more advance notice, whenever possible, to the building principal. This day shall be scheduled with the approval of the building principal and shall not extend vacation periods, holidays or other school closing periods.
 - 2. Up to two days per year may be taken for compelling personal/business reasons and/or compelling immediate family responsibilities and must be arranged twenty-four (24) hours or more in advance, whenever possible, with the building principal. Requests for such leave days must be submitted to the building principal or designee in writing and must state the reasons for the leave. Prior permission must be granted in order for a teacher to be absent without loss of pay. Each request for a leave day must be evaluated by the Superintendent. Leave days may only be used for matters which are necessary and unavoidable and which cannot be scheduled outside of the school day. When possible these days shall be scheduled so as not to extend

vacation periods, holidays or other school closing periods or occur on or after May 15.

NOTE: The following reasons are suggested as a guide in determining what constitutes a reasonable request for absence without loss of pay: the teacher's marriage, necessary court appearance, closing title to a house, moving, emergency accidents, death and funeral obligations (other than covered by sub-section 5.02 C. below), and graduation of teacher or teacher's child from high school or college.

B. Religious. Personal leave for religious reasons shall not exceed three (3) days per school year. No teacher shall be required to pay for his or her substitute when absent from school in the observance of a religious holiday, which observance is required by the tenets of the teacher's religion and which cannot be accommodated outside of school hours.

C. Bereavement

1. Personal leave for death in the immediate family may not exceed five (5) days per year, per incident. Immediate family shall include the following: parent, grandparent, siblings, spouse, children, step children who were raised by the employee, grandchildren, mother and father of spouse.
2. In the event of the death of a relative other than those specified in section C.1. above, domiciled in the teacher's home at the time of the death, the teacher is entitled to one (1) day of leave.

4.03 Pregnancy

- A. Attached is a copy of C.G.S. §46a-60, for informational purposes only.
- B. The teacher shall notify the Superintendent in writing at least two (2) months before the anticipated commencement of disability due to pregnancy unless emergency medical conditions exist.

4.04 General Leave

- A. Extended leaves, with or without salary, may be granted at the discretion of the Board of Education or designee. All leaves under this Section shall be applied for as far in advance as possible.
- B. Teachers returning from a leave of absence shall return to a position for which they are certified unless the teacher is laid off pursuant to Article XII of this Agreement. Insurance coverage shall be continued during the period of leave at the teacher's expense. Extended leaves under this Section shall not count toward accrued time.

- C. Failure to return to employment upon expiration of the leave of absence shall be deemed to be a resignation and the teacher shall forfeit all rights under this Agreement.

4.05 Sabbatical Leave

- A. After seven (7) years of continuous service in the New Milford Public School System, a teacher with a standard certificate may apply for a sabbatical leave of one year at three-quarters (3/4) annual salary prevailing at the time of sabbatical leave. As a condition to the granting of a sabbatical leave, a teacher shall agree in writing to return to employment in the New Milford School System for a period of three (3) school years upon the conclusion of the sabbatical leave, or, in the alternative, to reimburse the Board of Education for all payments made by the Board during the sabbatical leave. Further, the teacher shall execute a promissory note payable to the New Milford Board of Education in an amount equal to the total payments the teacher will receive while on such leave. The terms of the note will state that if a teacher chooses not to return to employment for three (3) school years upon expiration of the leave, the teacher shall be financially responsible to reimburse the Board all monies received while on sabbatical leave on a pro-rata basis, that is, one-third for each year of the three-year commitment.
- B. One-half (1/2) of such sabbatical leave salary shall be paid on the regular pay days during the period of leave, the balance shall be paid in installments on the first four (4) regular pay days after return to duty.
- C. A teacher whose employment is terminated by the Board prior to complete payment of the sabbatical leave pay shall be entitled to receive only those installments of such pay as become payable prior to the date of such termination. The teacher's contract may, in the discretion of the Board, be terminated if the terms of the sabbatical are not fulfilled.
- D. Such leave shall be for study or travel sponsored by the college or university for which it gives course credit and will directly benefit the teacher in the performance of his or her assignment in New Milford. If travel be proposed, an itinerary must be presented with specific learning experiences cited to be acquired from the travel, and subsequent presentation to the school system in the form of lectures, films and/or discussions by which the system will benefit.
- E. Applicants will be screened by a committee of three (3) teachers from the Superintendent's Advisory Council, chosen by that committee, and two (2) administrators chosen by the Superintendent. The Board will take the committee's recommendation into consideration. Granting of applications for sabbatical leave shall be at the discretion of the Board. Generally (but not necessarily), preference shall be given to applications of those teachers with the longest service in the New

Milford School System. In no event shall leave be granted to more than two (2) teachers during any one year.

- F. In no event shall leave be granted if a qualified substitute is not available.
- G. Applications for sabbatical leave (Appendix F attached hereto) shall be submitted in writing, on forms provided by the Superintendent, not later than October 15th of the school year prior to the school year in which the sabbatical leave is to be taken.
- H. The returning teacher will submit a report in writing to the Superintendent no later than November 1 of the year he or she returns. The report shall include an explanation of studies or course travels and their relation to the teacher's assignment in New Milford.
- I. The returning teacher shall be placed on the proper step of the salary schedule as if he or she had taught continuously during the period of the leave.

4.06 Childrearing Leave

- A. Childrearing leave for teachers, without pay, may be granted by the Board of Education for the purpose of childrearing after the birth or adoption of a child.
- B. Childrearing leaves associated with the birth of a child shall be applied for, in writing, to the Superintendent's office, no later than three (3) months prior to the anticipated date of birth of the child, unless emergency conditions exist. Such leave shall commence within three (3) months of the birth of the child or, in the event the teacher is on disability leave due to pregnancy, at the termination of the disability leave.
- C. Childrearing leaves associated with the adoption of a child shall be applied for, in writing, to the Superintendent's office, as far in advance as possible. Such leave shall commence within three (3) months of placement.
- D. Childrearing leaves shall be scheduled and provide for a return at a breakpoint convenient to the district, i.e., the end of the school year, semester, marking period, or other agreed upon natural division. For childrearing leaves which begin in the second half of the school year, the teacher may, prior to May 1, request that the leave be extended for the following school year.
- E. Insurance coverage shall be continued during the period of the leave at the teacher's expense. Leaves under this Section shall not count toward accrued time.

ARTICLE V
GROUP INSURANCE AND RETIREMENT BENEFITS

5.01 Health Insurance

A. The Board shall provide the following group insurance coverage:

Single, couple and family group hospital and medical coverage for employees shall be provided under a HDHP/HSA plan design as outlined in Appendix H.

B. Individual Comprehensive Dental Plan providing coverage for preventive services at 100%, general services at 80%, and major services at 50%, subject to an annual deductible for general and major services of \$50 per individual and a maximum benefit of \$1,000 per calendar year. The annual family deductible for general and major services is \$150. Members shall elect family coverage pursuant to this subparagraph by the first week of any school year.

C. Vision Care Plan as outlined in Appendix I.

D. Premium Sharing. Teachers will participate in premium sharing for health, vision and dental insurance coverages, as follows:

<u>2018-2019</u> 22% of the premium equivalent/ allocation rate for individual, two-person & family coverage	<u>2019-2020</u> 22.5% of the premium equivalent/ allocation rate for individual, two-person & family coverage	<u>2020-2021</u> 23% of the premium equivalent/ allocation rate for individual, two-person & family coverage
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E. The Board shall maintain a "Section 125" Salary Reduction Agreement for the purpose of enabling eligible Teachers to divert a portion of their gross salaries, prior to reduction for federal income or social security taxes, by a minimum of \$250 to a maximum of \$1,000 per Plan Year for Health Reimbursement, and by a minimum of \$250 to a maximum of \$5,000 per Plan Year for Dependent Care, into an account from which, during the course of the Plan Year, they can be reimbursed for Health Care costs and Dependent Care costs they or their covered dependents incur that are not covered by the Health Insurance Plans described in the Agreement between the Board and the Association, including, but not limited to, their share of the premium costs for such Plans. The Board makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Association nor any Teacher covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom. This waiver on the part of the

Association shall not extend to acts which may be committed by the Board or its agent(s) other than acts in furtherance of the I.R.C. Section 125 plan.

5.02 Life Insurance

- A. Life insurance for teachers in the amount of two hundred (200%) percent of salary.

5.03 Long-Term Disability

- A. Long Term Disability Coverage for teachers with one or more years of service in New Milford who become totally and permanently disabled in accordance with the following:

1. Monthly benefit payments equal to sixty (60%) percent of the teacher's monthly salary (i.e., annual salary divided by twelve), up to a maximum benefit payment of \$6,000 per month, provided the maximum monthly benefit from all sources will not exceed seventy (70%) percent of the teacher's monthly salary.
2. Benefit payments hereunder will be reduced by the amount of any benefits paid to or on the behalf of the teacher which are funded by the Board or the Town of New Milford, by benefits paid under the Federal Social Security Act and the State Workers' Compensation Act, and as otherwise provided by the insurance policy.
3. Benefit payments to eligible teachers will begin with the first full calendar month commencing after the expiration of ninety (90) calendar days following the teacher's last day worked or with the first full calendar month commencing after the teacher has exhausted his or her sick leave benefits, whichever is later.
4. Benefit payments will cease when the disability abates or when the teacher first becomes eligible to receive retirement benefits funded solely by the teacher), whichever is sooner, but in no event will benefits be paid hereunder beyond the month in which the teacher reaches age 65.

5.04 Claim Procedure/Change of Carrier

- A. Disputes concerning payment or non-payment of benefits described in this Article will be taken up by the teacher directly with the insurance carrier and will not be subject to the grievance and arbitration procedure set forth in Article XIII hereof. Notwithstanding the above language, a class action grievance pursuant to subsection 13.03 C. may be filed in the event the Association claims that the Board is failing to provide the benefits that are expressly provided for in this Article. The Board will have the option to change carriers, or to self insure in whole or in part, provided it does not reduce the level of benefits and services set forth in this

Article. Thirty (30) days notice of an intended change of carrier shall be given to the Association.

ARTICLE VI
EXTRA-CURRICULAR ACTIVITIES

6.01 Definition

- A. Extra-curricular activities are those activities which are sponsored, directed and maintained by the several schools in the Town of New Milford for the benefit and welfare of pupils registered in them.

6.02 Guidelines/Supervision

- A. The Board, teachers and the Association believe that the extra-curricular activity program is an important part of the overall education of each child.
1. Written guidelines shall be developed by the Board for all extra-curricular activities.
 2. All extra-curricular activities shall be supervised and evaluated by department heads and administrators.

6.03 Advisors

- A. Advisors shall be selected in the following manner:
1. In the event of an opening in the field of extra-curricular positions, such opening will be posted in each school.
 2. Teachers who volunteer or request specific activities shall be given first consideration if their training and/or background equip them to handle an activity well, but first consideration will not be construed to guarantee appointment to the position.
 3. If there should be no voluntary teacher request for an activity, the administration may select an advisor to assume responsibility for the activity for a one (1) year period.
 4. If there should be no voluntary teacher request for a non-compensated activity, the administration may select an advisor to assume responsibility for the activity for a one (1) year period. In such an event, it should not be required that the activity meet outside of the school day, for more than ten (10) hours in the school year.

6.04 Classification Guidelines

- A. All activities which can function successfully during the school day are more available to the youngsters and put less strain on the teacher's time, therefore, as many as possible should be scheduled.
- B. By their very nature, some activities must take place outside of the school day. The advisors of these shall be compensated according to the amount of time, the size of the group, elements of safety, location, time of activity, and responsibility involved, provided that the activity meets for more than forty (40) hours in the school year.
- C. Activities will be classified (see classification schedule attached hereto as Appendix B) and may be subject to re-classification up or down as the activity or the needs of the school change.
- D. Requests for new activities shall be submitted to the Board. Board approval must be obtained prior to the commencement of the new activity and in order for the new activity to qualify for pay.

6.05 Evaluation of Coaches of Interscholastic Sports

Coaches shall be evaluated pursuant to Connecticut General Statutes, §10-222e.

6.06 Extra-Curricular Salary Schedule

- A. Salaries payable to teachers assigned to paid extra-curricular positions are set forth in Appendix B attached hereto. Salaries payable to coaches assigned to paid coaching positions are set forth in Appendix C attached hereto.
- B. Chaperoning (Grades 6 - 12). For purposes of this Section of the Contract, chaperoning is defined as monitoring responsibilities. Extra compensation is provided for chaperoning duties at the following activities: all dances, concerts, talent shows and similar student productions of three (3) hours or more including class socials and the freshman reception. The Junior Prom and Senior Banquet are not included in the above paid activities. Advisors of clubs or classes sponsoring a dance and directors of band and choral groups at concert performances will not be compensated if they receive compensation in their status as advisor. The building principal will continue to assign dance chaperones with at least two (2) weeks notice under ordinary circumstances. Assignments may be transferred to another teacher with prior office approval.

ARTICLE VII
NORMAL WORK YEAR

7.01 Normal Work Year

- A. The work year for teachers shall be set forth in administrative regulations. The Board may alter the work year at any time. An extension of the work year beyond 186 work days shall be compensated at the per diem rate of $1/186$ x the teacher's annual salary for each day the work year is extended for teachers.
- B. Should any of the extended day(s) in the work year be three (3) hours or less in duration, teachers shall receive one-half ($1/2$) of the per diem rate for such days.

7.02 Normal Work Day

- A. The starting and dismissal times of all schools shall be set forth in administrative regulations and published for any succeeding year by no later than four (4) weeks prior to the opening of school. The work day shall be seven (7) hours and fifteen (15) minutes. The time that has been added to the teacher work day as of July 1, 2003 may be student instructional time.
- B. Provided that a teacher has no professional commitment (such as assisting students after school, meeting the professional requirements of his or her position, participating in the activities deemed necessary to the maintenance and development of a good school) after notifying the office, he or she may leave the building ten (10) minutes before the end of the normal work day as defined in the administrative regulations of his or her particular school (the normal work day extends approximately thirty (30) minutes after student dismissal).
- C. In the event the Board of Education should alter the work day for teachers, the Board shall provide the Association with thirty (30) days advance notification and shall meet with the Association to negotiate the impact of such alteration. Such negotiations shall be subject to the provisions of Connecticut General Statutes Sections 10-153a through 10-153f. This paragraph shall not be applicable to alterations in the work day which are otherwise covered by a specific provision of this Agreement.

7.03 Staff Meetings

- A. The Board and the Association agree that the primary function of before and/or after school meetings is to inform, to discuss, to advise or to decide. In addition to any voluntary meetings, the following is to be used as guidelines for required before and/or after school meetings:

1. One (1) day each month - Superintendent's general staff meeting or other meeting called or approved by the Superintendent.
2. Two (2) days each month - Building meetings called by the principal.
3. Two (2) days each month - Subject field groups, grade level groups or special groups as authorized by the Superintendent or his designee.
4. Meetings will not exceed a reasonable amount of time. Meetings shall be scheduled consistently on the same day of each week to the greatest extent possible and the day chosen for meetings shall be published at each building by the end of the school year for meetings to be held the following school year.
5. An agenda will be provided at least one school day in advance for all meetings unless such meetings are of an emergency nature. (i.e. less than twenty-four (24) hours notice.)
6. A minimum of 48 hours notification will be provided in the event a scheduled meeting needs to be rescheduled for a later date.

7.04 Open House

- A. It is agreed that the purpose of an Open House and similar programs (e.g., curriculum presentations, parent-teacher conferences) is to provide parents with the opportunity to acquaint themselves with the schools' programs and to meet their children's teachers. The building principal shall use his or her judgment in deciding which programs will best suit the needs of the school and community.
- B. Each school unit will have an advisory committee of teachers for the purpose of planning and implementing these activities.
- C. Six evening meetings each school year may be scheduled for Open House or similar programs with teacher attendance required.

7.05 Class Plans

- A. The teacher is expected to be able to provide the principal at any time with plans of at least one (1) week in advance. All plans should include seating charts and class lists, not only as part of the teacher's general organization, but as an assist to substitutes.

7.06 Planning/Preparation/Substitute/Additional Instruction Periods

- A. Planning Period. Considering the fact that a certain amount of time during the normal teaching day should be spent away from the children to facilitate planning

and preparation and procurement of selected materials, Elementary and Intermediate school teachers will continue to receive a minimum of 225 minutes of duty free planning time per week, and a minimum of one (1) period a day of at least 25 minutes.

- B. Preparation Period. All Middle and High School teachers will have at least as many preparation periods per week as a normal academic class (excluding labs and unusual schedules) meets in a week.
- C. Substitute Services. When a teacher is requested and agrees to perform substitute services, or when in the event of any emergency a teacher is required to perform substitute services, which services result in the loss of the teacher's planning period, the teacher shall be compensated for the loss of the planning period at the rate of \$30 per period.
- D. Additional Instruction Period.
 - 1. The Superintendent of Schools may, upon written application, permit teachers certified in areas where there is a recognized shortage of certified teachers such as mathematics, science, and industrial arts - Middle and High Schools, to teach an additional period each day in their area of certification in lieu of a planning period. The Superintendent's decision in these matters is discretionary and shall not be subject to the grievance procedure.
 - 2. Teachers who are permitted to teach an additional period each day shall be compensated for the additional period of instruction, in an amount equal to 1/7th of the teacher's annual salary, prorated on a per diem basis. The additional compensation shall be included in the teacher's regular paychecks.
 - 3. Teachers at the high school and middle school, who after consultation with the Superintendent or his designee, are assigned to teach an additional period other than as provided in paragraph (1) of this Section, which assignment results in the loss of a teacher's planning period, shall be compensated for the additional period of instruction in an amount equal to 1/7th of the teacher's annual salary, prorated on a per diem basis.

7.07 Duty-Free Lunch

- A. All teachers will have a duty-free lunch period of reasonable duration and in any event not less than the approximate length of the pupil's lunch period.

7.08 Teaching Responsibilities

A. Teachers have certain basic responsibilities. Individual teaching responsibilities differ somewhat, depending on the teaching level or grade to which one is assigned. These responsibilities can be shown in four (4) groups, as follows:

1. Primary Responsibilities
 - a) Preparation of subject matter
 - b) Classroom teaching
 - c) Correction and evaluation of work
 - d) Individual student instructional assistance
 - e) Communication with parents/guardians
2. Secondary Responsibilities
 - a) Home Room supervision, attendance and guidance
 - b) Study Hall supervision (Grades 6-12)
 - c) Faculty meetings
 - d) Clerical duties (student scholastic records,
 - e) Proctoring and administering examinations
3. Professional Responsibilities
 - a) Subject area meetings
 - b) Curriculum planning
 - c) Building Advisory Committee
 - d) Self-improvement in subject area
4. Miscellaneous Supervision - Teachers shall be assigned in an equitable manner.
 - a) Cafeteria supervision
 - b) Bus duty
 - c) Monitoring duties
 - d) Playground supervision

7.09 Change in the Work Day

The Board of Education, subject to a teacher's approval, may change the start and/or the end of said teacher's work day so as to afford opportunities to students not otherwise available during the school day. The change in the start or the end of the work day pursuant to this Section shall not increase or decrease the number of hours within a work day. Teachers will be notified of any change in the work day, pursuant to this Section, at least two (2) weeks prior to the effective date of such change.

ARTICLE VIII
TEACHER TRANSFER

8.01 Assignment/Transfer

- A. The assignment and transfer of teachers within the school system is the responsibility of the Superintendent. Assignment shall be made only after an effort has been made to meet the reasonable requests and desires of any teacher concerned.
- B. Teachers shall be notified of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, by June 1st of the current school year or as soon thereafter as feasible.
- C. To the extent possible, changes in grade assignment in the elementary schools, and in subject assignment in the secondary schools, shall be voluntary and in any case shall not be effected or announced without prior personal conference with the individual involved. A change in assignment within a building unit may be handled directly by the supervising principal, subject to the Superintendent's approval, following a conference with the teacher involved.
- D. Involuntary Transfer
 - 1. When making involuntary transfers from one school to another, the Superintendent and/or Board will make every effort to consider the teacher's applicable seniority in addition to the teacher's ability to perform the assignment to which the transfer will be made. The effort will also be made to transfer the teacher to a comparable position if available.
 - 2. Seniority is defined as the total number of years of uninterrupted service within the New Milford School system in a position requiring state certification.
- E. The Board reserves the right to make transfers in a manner which best serves the interests of the New Milford School System.

ARTICLE IX
CLASS SIZE

9.01 Class Size Guidelines

- A. In establishing a standard for a normal teacher assignment, the following are hereby set forth as guidelines:

1. Elementary and Intermediate

Average of twenty-five (25) students per class.

2. Middle School and High School

Five (5) classes, one (1) duty, one (1) planning period, and responsible for a minor extracurricular activity. A pupil teacher ratio of one hundred (100) to one hundred and twenty-five (125) pupils shall be established as a desirable range, and with regard to non-academic subjects, if availability of teaching stations permits.

3. Special Teachers

The Board of Education agrees to continue to make reasonable efforts to follow state guidelines concerning organization patterns for special needs classes.

ARTICLE X
PROMOTIONS

10.01 Definition of Promotion

- A. Promotion is hereby defined as a move of a teacher by the Board from a position in the bargaining unit to a position paying an annual salary which is higher than or in addition to the teacher's salary schedule but does not require an administrator's certificate. Extra-curricular positions and positions where extra pay is earned principally as a result of an expenditure of additional time, such as work done either prior to the opening or after the closing of the school year are not included.

10.02 Notification of Vacancies

- A. Permanent vacancies in positions described in 11.01 A. (above) which the Board desires to fill will be publicized in every school as far in advance as possible and ordinarily at least two (2) weeks in advance of filling the vacancy on a permanent basis. Such notice will be dated and will include position title, salary range, a brief description of position duties and the minimum qualifications for filing an application for such vacancy. Nothing herein will prevent the Board from filling the vacancy on a temporary basis from any source. Teachers interested in receiving notification of promotional positions which open during the summer months shall so notify the Superintendent's office and provide the office his/her summer address.

10.03 Application for Vacancies

- A. Teachers desiring to be considered for promotion to the vacancy must submit a written application to the Superintendent or designee within two (2) weeks following the date of the notice referred to in 11.02 Notification hereof. Nothing herein will prevent the Board from considering applicants from outside the bargaining unit.

10.04 Qualification for Vacancies

- A. Where an applicant from the bargaining unit is qualified, in the judgment of the Board, to fill the vacancy and is at least equally qualified with the most qualified applicant for the vacancy from outside the bargaining unit, said applicant from within the bargaining unit will be given preference. The Board will not exercise its judgment arbitrarily or capriciously.

ARTICLE XI
SEPARATION AND RECALL

11.01 Reduction in Number

- A. In the event the Board determines that a reduction in the number of teachers within a department, school or specialty field is necessary, teachers therein will be laid off in the following order provided those remaining are qualified to do the work available:

First:	Voluntary terminations and retirements
Second:	Non-tenured teachers
Third:	Tenured teachers

11.02 Criteria for Determining Qualifications

- A. In the event that the Board decides to lay off a teacher, pursuant to this Article, the Board will take into account the following criteria when determining the qualifications of those employees under consideration for termination:
1. Areas of certification;
 2. Length of service as a teacher in New Milford;
 3. Job performance;
 4. Special skills and training;
 5. Needs of the system

After the above criteria have been taken into account the Board may consider additional criteria, based upon the needs of the school system as such needs are determined by the Board.

11.03 Board's Right to Dismiss or Not Re-employ Teachers

- A. Nothing in this section is intended to abrogate the Board's right to dismiss or not re-employ teachers under Section 10-151 of the General Statutes. This section is limited to situations that require reduction in staff. The Board will provide the Association with an updated seniority list by January 1 of each school year. Said list will include all teachers, the date the initial contract was signed, including all leaves of absences, and areas of certification.

11.04 Termination of Tenured Teacher

- A. If a contract of a tenured teacher is terminated because of the elimination of a position, the name of that teacher shall be placed on the reappointment list and shall remain on such list for a period of three (3) years. If a teaching position becomes available, the Board shall determine the qualifications for that position. The Superintendent shall notify all persons on the re-hire list who, at the time of termination, held a position comparable in hours (e.g., part-time/full-time) and certification with the available position, by mailing notice thereof to the most recent address furnished by such persons to the Superintendent.
- B. The persons so notified who wish to be considered for the available position shall, within ten (10) days of delivery of such notice, submit an application for the position. Failure or refusal by a person to apply for such position shall result in that person's name being removed from the reappointment list.
- C. The Board will offer an available position to qualified applicants for the position in the reverse order of termination of such qualified applicants. The teachers shall accept or reject the offer of appointment 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 reappointment list.

11.05 Recall

- A. When a period of recall, as specified above, extends beyond the date of this Agreement, the recall date shall prevail.

ARTICLE XII
GRIEVANCE PROCEDURE

12.01 Rights to Redress

- A. Any teacher who thinks he or she has a claim arising from the implementation of this Agreement has the right to seek redress through proper channels. No one may act to deter a teacher from using the grievance procedure, and no teacher's professional status will in any way be affected by his or her use of the grievance procedure.
- B. "Days" shall mean days when school is in session.

12.02 Right to Representation

- A. The teacher's right to representation at any and every stage of the grievance procedure is guaranteed. A teacher may select any Association representative to represent him or her.

12.03 Formal Procedure

A. Level One – Principal or Immediate Supervisor

- 1. A teacher with a grievance, which grievance results from a decision by such teacher's principal or supervisor shall file the grievance in written form, using Grievance Form A, with the principal or immediate supervisor within thirty (30) days after the grievant knew or should have known of the act or conditions on which the grievance is based. If the teacher fails to file the grievance within the time limit set forth in this section, then the grievance shall be considered to have been waived. The written appeal shall contain a statement setting forth the provisions of the agreement claimed to have been misinterpreted.
- 2. Within ten (10) days after receipt of the written grievance, the principal or supervisor shall meet with the aggrieved teacher in an effort to resolve the grievance. The principal or supervisor will, within ten (10) days of the meeting, give an answer to the teacher involved.

B. Level Two - Superintendent of Schools

- 1. If a grievance filed at Level One is not satisfactorily settled at that level or in the event that no decision has been rendered within ten (10) days after the presentation of the grievance, the teacher may make a written appeal to the Superintendent within fourteen (14) days thereafter.

If the grievance results from a decision by the Superintendent of Schools, the grievance will be filed initially at this level. The teacher shall use Grievance Form A and the written appeal to the Superintendent must be filed within thirty (30) days after the grievant knew or should have known of the act or conditions on which the grievance is based. Otherwise the grievance shall be considered to have been waived. The written appeal shall contain a statement setting forth the provisions of the agreement claimed to have been misinterpreted.

2. The Superintendent will review the appeal or initial grievance and, at his discretion, schedule a hearing or meeting, at a mutually agreed upon date and time, to consider the grievance. Within fifteen (15) days of the Superintendent's receipt of the request or of the hearing or meeting to consider the grievance, whichever is later, the Superintendent will render a decision. A copy of the decision will be sent to the teacher.

C. Class Grievance

1. If, in the judgment of the Executive Committee of the Association, a grievance affects a group or class of the unit, the President of the Association may submit such grievance in writing to the Superintendent using Grievance Form B. The procedures set forth in sub-paragraph A. of this Section shall be followed in processing class grievances.
2. The administration may request, in writing, that the Executive Committee of the Association process as a class grievance two (2) or more individual grievances which, in the opinion of the administration, are related.

D. Level Three – Board of Education

1. Within fifteen (15) days of the Superintendent's decision, the teacher may appeal the decision of the Superintendent to the Board, using Grievance Form C. The Board, in consultation with the Superintendent and the Association, will schedule a meeting for the presentation of the grievance by the Association within thirty (30) calendar days of the Board's receipt of the teacher's appeal. The Board will render a decision and notify the grievant of its decision.
2. The forms to be used (Appendix G) for filing grievances according to this section (Formal Procedure) will be available in each school.

12.04 Arbitration

- A. Within a thirty (30) calendar day time limit after receipt of the Board's decision, the Association may appeal the decision of the Board to arbitration under the Voluntary

Labor Arbitration Rules of the American Arbitration Association. The Board and the Association will share the cost of the arbitrator equally. The decision of the arbitrator shall be binding unless the same is contrary to the law.

- B. No grievance will be submitted to arbitration and no grievance will be arbitrable, unless it actually involves the interpretation or application of an express and specific provision of this Agreement. Further, the arbitrator will only have authority to determine whether the Board violated an express and specific provision of this Agreement and will not have authority to add to, detract from or modify any such provision of this Agreement.

12.05 Time Limits

- A. Since it is important that grievances or disputes be processed as rapidly as possible, the number of days indicated at each level should be considered as the maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by written mutual agreement. Failure on the part of the grievant or the Association to process the grievance to the next level within the time limit specified shall terminate the grievance.

ARTICLE XIII **CURRICULUM COMMITTEES**

13.01 Playing an Active Role

- A. It is agreed that teachers shall play an active role in the preparation and evaluation of programs.

13.02 Advice From Teachers/Faculty Groups

- A. The Superintendent and other administrators and supervisors will carefully weigh the advice received from teachers and faculty groups interested in instructional projects. Tentative outlines for proposed curriculum studies will be considered by the Superintendent.

13.03 Setting Up Curriculum Committee/Project

- A. Curriculum Committee. Each curriculum committee shall be instructed as to the following:
 1. length of time each member is asked to serve,
 2. the service it is to render,
 3. the resources the Central Office intends to provide,
 4. the date on which the report is to be completed, and

5. the approximate date the committee will be dissolved.
- B. Curriculum Projects. From time to time, the administration may wish to invite individual teachers or groups of teachers to produce a curriculum guide or other document related to the instructional program. In such instances, the Superintendent or his/her designee will provide written notification of the availability of such work, including:
1. a description of the document to be produced,
 2. the date by which the project is to be completed, and
 3. the aggregate compensation per project to be provided to the teacher(s) upon successful completion of the project.
- C. In the case of curriculum guides, compensation shall be not less than the following:
- | | <u>Aggregate Per Project</u> | |
|---|------------------------------|----------------|
| | <u>2015-17</u> | <u>2017-18</u> |
| 1. For the development of a curriculum guide for a full-year course (or its equivalent) for which no guide currently exists | \$1,210 | \$1,240 |
| 2. For the development of a curriculum guide for a half-year course (or its equivalent) for which no guide currently exists | \$ 727 | \$ 745 |
| 3. For the revision of an existing curriculum guide for a full-year course (or its equivalent) | \$ 636 | \$ 652 |
| 4. For the revision of an existing curriculum guide for a half-year course (or its equivalent) | \$ 393 | \$ 403 |
- D. In the case of other curriculum documents, the compensation will be determined by the Superintendent or his/her designee in light of the extent of the task.
- E. Participation in curriculum projects shall be voluntary. Teachers who agree to participate in such projects shall enter into a letter of agreement with the Superintendent or his/her designee which describes the nature of the project, the date on which the project is to be completed, the compensation to be provided upon successful completion. By mutual agreement, the letter of agreement may be modified if circumstances require a change in the project after it has been begun.

13.04 Dissolution of Committee

- A. The Superintendent or his designee has the sole power to dissolve any curriculum or study committee. This authority may be exercised at any time during the existence of a committee.

13.05 Communication with Superintendent

- A. Communication between the Superintendent or other administrator/supervisor shall ordinarily be conducted by the project leader.

13.06 Clerical Assistance

- A. Upon request, the Superintendent shall provide clerical assistance to a committee when budgetary considerations permit.

13.07 In-Service Training for New Curriculum

- A. The Board will encourage and support in-service training programs to prepare teachers for the new curriculum and will consider the use of released time when, in the judgment of the administration, it is required for an effective in-service workshop.

ARTICLE XIV
MISCELLANEOUS

14.01 Summer School, Home Teaching, and Adult Education

- A. Teachers in the school system shall be given preference to summer school and home teaching assignments, and, in return, will make every effort to fill each available summer school and driver education position. Teachers will fill each available home teaching assignment provided that:
 - 1. volunteers within the subject area or grade level to be instructed will be sought first;
 - 2. In exigent circumstances the teacher may appeal the assignment to the Principal;
 - 3. teachers will not be required to accept more than one (1) home teaching assignment at a time.

The schedule for home teaching will be established by the Principal who will make reasonable adjustments on request.

Notwithstanding the above language, nothing herein prohibits the Board of Education from assigning home instruction to non-bargaining unit individuals when there are no volunteers for the assignment. In such an assignment the compensation will be set by the Board of Education in its discretion.

- B. The remuneration for home teaching, summer school, driver education, and adult education assignments is set forth in Appendix E.

14.02 Association Activity

- A. Normally, it is agreed that all Association activities concerning matters of negotiation shall be held before or after school hours, not during the day.
- B. The President of the New Milford Education Association shall not be assigned any miscellaneous supervision duties or study halls.
- C. The Association shall be provided with a list of new hires and their contact information prior to the start of the school year. The Board shall inform the Association within a reasonable time of any teacher hired after the start of the school year. Additionally, the Association shall be notified any time a long-term substitute has been in an assignment for forty (40) consecutive days.
- D. The Board shall provide the Association with at least 30 minutes of time to address newly hired teachers during a new teacher orientation event prior to the start of the student school year, without the presence of school or district administrators.
- E. The Association shall have access to teacher mailboxes and email accounts to conduct Association business.

14.03 Conference Allotment

- A. All requests for reimbursement for conference expenses will be itemized and must receive the approval of the building principal and the Superintendent. Teachers are to obtain the prior approval of the Superintendent or designee in order to attend a conference or a meeting on a school day and/or to receive reimbursement for expenditures for same as indicated above.

14.04 Jury Duty

- A. Any teacher who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from personal emergency days, sick leave or personal days. The staff member shall receive a rate of pay for each day of jury service equal to the difference between his/her daily salary and regular per diem jury remuneration (when the latter is lesser).

14.05 Use of Facilities

- A. There shall be no use of teacher mailboxes for other than school purposes by teacher or teacher groups without prior notification of the appropriate building administrator.
- B. The use of rooms in a building by a teacher or teacher groups for other than school approved activities shall have the approval of the appropriate building administrator.

14.06 Provisions by the Board

- A. The Board will make a reasonable effort to provide the following in each school building where practicable:
 - 1. space in each classroom in which teachers may safely store instructional materials and supplies,
 - 2. a teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials,
 - 3. an appropriately furnished room to be used as a faculty lounge, said room to be in addition to the aforementioned teacher work area, and
 - 4. a teacher dining area.

14.07 Personnel Files

- A. Each teacher shall have the right, upon request, to review the contents of his or her own personnel files maintained at the teacher's school or at the Central Office. A representative of the Association may, at the request of the teacher, accompany the teacher in this review.
- B. Privileged information, such as confidential credentials and related references normally sought at the time of employment are especially exempted from review. The administration shall remove these credentials and confidential reports from the file prior to a review of the file by the teacher. Any complaints by a parent of a student or any person, directed toward a teacher and deemed serious enough to become a matter of formal record shall be promptly called to the teacher's attention. A teacher is entitled to know the identity or source of all complaints included in the teacher's personnel file. When material derogatory to a teacher's conduct, service, character, or personality is placed in the teacher's personnel file, the teacher will be so notified. A teacher may photocopy material from his or her personnel file at his or her own expense (charged at the then current rate per page). The teacher shall

have the right to submit a written answer to such material and said answer shall be reviewed by the Superintendent and attached to the file copy.

14.08 Just Cause

- A. No teacher shall be disciplined, reprimanded reduced in pay or denied any professional advantage without just cause. All action shall be taken with due regard for the privacy of the teacher. This just cause provision is not applicable to proceedings initiated pursuant to Connecticut General Statutes §10-151.

14.09 Joint Health and Safety Committee

- A. Both parties agree to form a Joint Health and Safety Committee to study health and safety issues.

14.10 Teachers' appearance shall befit their professional responsibilities, which include providing a positive role model to students. Clothing should be appropriate to the assignment of the employee.

Examples of unacceptable dress include but are not limited to:

- Miniskirts;
- Underwear as outerwear;
- Inappropriately revealing attire, such as bare midriffs;
- Unsafe or inappropriate footwear;
- Shorts; and
- T-shirts.

Reasonable exceptions for particular field trips, school climate events, fundraising or field days will be considered by the superintendent or designee.

Inappropriate dress may subject a teacher to counseling and/or discipline by administrators.

ARTICLE XV
DUES DEDUCTION AND SERVICE FEE DEDUCTION

15.01 Conditions of Continued Employment

- A. All teachers employed by the New Milford Board of Education shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.

15.02 Members

- A. All teachers who elect to join the Association shall sign and deliver to the Association, if they have not already done so, an authorization for the payroll deduction of membership dues of the Education Association. Said authorization shall continue in effect from year to year unless such teacher shall notify the Board of Education and the Association in the month of August of any year. If said notice is timely delivered, it shall mean that in the coming school year said teacher shall pay the service fee as described in section I. above and paid in accordance with section 16.03 below.

15.03 Non-Members

- A. For those teachers who have not joined the Association and delivered said authorization card by October 1st of the first year of this Contract, the Board of Education agrees to deduct the annual service fee from their salaries through payroll deduction. 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 prior to the opening of school each year. The amount of the service fee shall be certified by the Association to the Board prior to January 1st of each school year.

15.04 Subsequent Employment

- A. Those teachers commencing employment after the date of execution of this Contract shall, within thirty (30) days of such commencement, sign and deliver to the Board of Education an authorization card as described in section 16.02 of this Article or fall under the provisions of section 16.03 of this Article after such thirty (30) days.

15.05 Resignations, Retirements, Leaves

- A. If during the school year, a teacher resigns, retires, receives a leave, or has his/her employment terminated, the balance of the annual dues or service fee shall be deducted from his/her final paycheck.

15.06 Forwarding of Monies

- A. The Board agrees to forward to the New Milford Education Association each month all monies deducted during that month for dues and service fee deduction.

15.07 List of Bargaining Unit Members

- A. No later than the first paycheck in October of each school year, the Board shall provide the Association with a list of bargaining unit 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.

15.08 Authorization of Deductions

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

15.09 Save Harmless

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

15.10 Dues Deduction

- A. Dues for the Association will be deducted from the first twenty (20) paychecks distributed to each teacher.

15.11 Other Deductions

- A. The payroll deduction process is available to teachers, if desired, for payments to the Waterbury Teachers Federal Credit Union, and Tax Sheltered Annuity Programs for Teachers.

ARTICLE XVI
DURATION

16.01 Effective Dates of Agreement:

The provisions of this Agreement shall be effective as of July 1, 2018, and shall continue and remain in full force and effect to and including June 30, 2021, except that the parties agree to reopen negotiations in 2018, pursuant to the statutory timeframe set forth in Connecticut General Statutes Sections 10-153d and 10-153f, for the sole purpose of negotiations re: salary and distribution for the second and third years of this Article.

16.02 Successor Agreement:

The Board and the Association will commence bargaining for a successor to this Agreement in accordance with the requirements of Connecticut General Statutes Sections 10-153d and 10-153f.

16.03 Holdover

In the event that the Board and the Association fail to secure a successor to this Agreement prior to its expiration as set forth in section 16.01 hereof, each provision of this Agreement shall be continued in full force and effect thereafter until such a successor is entered into.

APPENDIX A-1

SALARY SCHEDULE 2018-2019

	BA	BA+12	BA+24	BA+30	MA	MA+12	MA+24	MA+30	6TH YR	PHD
Step										
1	50,766	51,174	51,581	51,785	53,294	53,703	54,111	54,315	55,827	58,846
2	52,047	52,464	52,882	53,091	54,638	55,056	55,471	55,680	57,227	60,320
3	53,344	53,774	54,203	54,415	56,007	56,434	56,863	57,079	58,664	61,843
4	54,656	55,097	55,540	55,760	57,399	57,840	58,283	58,503	60,140	63,413
5	55,981	56,436	56,895	57,125	58,817	59,274	59,733	59,961	61,654	65,043
6	57,322	57,795	58,268	58,505	60,264	60,741	61,304	61,451	63,209	66,725
7	58,826	59,321	59,815	60,061	61,896	62,386	62,881	63,129	64,960	68,623
8	61,071	61,589	62,107	62,364	64,279	64,796	65,310	65,569	67,485	71,314
9	63,606	64,149	64,691	64,960	66,968	67,511	68,053	68,324	70,332	74,347
10	66,460	67,032	67,602	67,887	70,000	70,570	71,140	71,427	73,538	77,762
11	69,672	70,274	70,877	71,178	73,407	74,010	74,613	74,913	77,145	81,608
12	73,448	74,088	74,725	75,043	77,407	78,045	78,685	79,004	81,368	86,093
13	77,052	77,729	78,408	78,747	81,199	81,867	82,349	82,689	85,203	90,228
14	79,738	80,417	81,094	81,436	83,918	84,590	85,171	85,513	88,023	93,050
15	86,212	86,920	87,629	87,985	90,615	91,324	92,031	92,387	95,015	100,276

Members shall remain on their current step for 2017-18.

Appendix B

Extra-Curricular Stipends

<u>CATEGORY ACTIVITY</u>	<u>2018-21</u>
A. Elementary Schools Gr. 4-6	
Grade 4 intramurals (Spring) #1 position	1,985
Grade 4 intramurals (Spring) #2 position	1,985
Grade 5 & 6 intramurals (Fall/Winter) #1 position	1,985
Grade 5 & 6 intramurals (Fall/Winter) #2 position	1,985
Grade 5 & 6 intramurals (Fall/Winter) #3 position	1,985
B. <u>Student Council</u> Advisor (2 stipends)	
	1,985
C. <u>Instrumental Music</u>	
Beginner Band &	1,985
Intermediate Band & Strings	1,985
Advanced Band	1,985
Advanced Orchestra	1,985
D. <u>Choral Music</u>	
Grade 4 Chorus	1,985
Grade 5 Chorus	1,985
Grade 6 Chorus	1,985
<u>Schaghticoke M.S.</u>	

<u>Type A:</u>	
Chess Club	992
Art Club	992
International Festival (World Language Night-second position)	992
Intramurals (8 positions) 3 fall, 2 winter, 3 spring	992
Literary Magazine (2 positions – one for Artwork, one for writing)	992
<u>Type B:</u>	
Student Council Grade Level Advisors (1 for 7 th /1 for 8 th)	1,486
Leo Club Advisor	1,486
Academic Fitness Club	1,486
<u>Type C:</u>	
Yearbook	1,985
Computers for Children	1,985
Interscholastic Coaches	1,985
Voices	1,985
Jazz Band	1,985
Writing Lab/Eng.	1,985
Math Lab	1,985
<u>Type D:</u>	
Orchestra Director	2,483
Drama Club	2,483

7 th Grade Chorus	2,483
8 th Grade Chorus	2,483
<u>Type E:</u>	
Band	4,468
Interscholastic Sports Coordinator	4,468
Student Council Coordinator	4,468
<u>New Milford H.S.</u>	
<u>Type A:</u>	
Gay-Straight Alliance	992
United Countries	992
German Honor Society	992
Emerging Artists Club	992
Intramurals	992
Music/Visual Tech	992
Music/Visual Tech	992
Music/Visual Tech	992
<u>Type B:</u>	
Freshman Class Advisors (2)*	1,486
Sophomore Class Advisors (2)*	1,486
Junior Class Advisors (2)*	1,486
Student Council Advisor	1,486
Spanish Honor Society	1,486

French Honor Society	1,486
Drama Club	1,486
Piper	1,486
Dance Ensemble	1,486
DECA	1,486
FBLA	1,486
VICA	1,486
HOSA	1,486
SADD	1,486
Guard Tech	1,486
Visual Tech	1,486
Drumline Captain Head	1,486
Drumline Assistant	1,486
Pit Instructor/Arranger	
<u>Type C:</u>	
Debate	1,985
National Honor Society (2 positions)*	1,985
Key Club	1,985
Senior Class Advisor (3 positions)*	1,985
Math Team	1,985
Senior Art Show	1,985
Choreographer-School Musical	1,985
Jazz Band	1,985
Orchestra Director	1,985

Musical Pit-Orchestra	1,985
Guard Assistant	1,985
Visual Capt. Head	1,985
<u>Type D:</u>	
Student Council	2,483
Video Productions	2,483
School Musical Producer	2,483
Team Waramaug	2,483
Chorus	2,483
Newspaper "Chanticleer"	2,483
<u>Type E:</u>	
Auditorium	3,928
Yearbook	3,928
Guard Director	3,928
<u>Type F:</u>	
Director – All-School Musical	5,460
<u>Type G:</u>	
Band	5,717

**APPENDIX C
EXTRA CURRICULAR COACH STIPENDS**

New Milford High School

<u>Activity</u>	<u>Level</u>	<u>2018-21</u>
Baseball	Varsity	\$4,943
	Jr. Varsity	\$3,214
	Freshman	\$2,473
Basketball-Men	Varsity	\$5,894
	Jr. Varsity	\$3,830
	Freshman	\$2,946
Basketball-Women	Varsity	\$5,894
	Jr. Varsity	\$3,830
	Freshman	\$2,946
Cheerleading	Varsity	\$3,603
	Jr. Varsity	\$2,342
Cross Country Men	Varsity	\$3,562
	Assistant	\$2,315
Cross Country Women	Varsity	\$3,562
	Assistant	\$2,315
Field Hockey	Varsity	\$4,846
	Assistant	\$3,149
Football	Varsity	\$6,099
	Assistant	\$3,965
Golf	Varsity	\$3,142
	Assistant	\$2,042
Gymnastics	Varsity	\$4,042
	Assistant	\$2,628
Ice Hockey	Varsity	\$3,916
	Assistant	\$2,544
Indoor Track	Varsity	\$2,909
	Assistant	\$1,890

APPENDIX C
COACH STIPENDS (continued)

<u>Activity</u>	<u>Level</u>	<u>2018-21</u>
Lacrosse Men	Varsity	\$4,846
	Assistant	\$3,151
Lacrosse Women	Varsity	\$4,846
	Assistant	\$3,151
Skiing (co ed)		\$2,909
Soccer – Men		\$4,846
		\$3,149
		\$2,424
Soccer – Women		\$4,846
		\$3,149
		\$2,424
Softball	Varsity	\$4,942
	Assistant	\$3,214
Swimming - Men	Varsity	\$4,520
	Assistant	\$2,938
Swimming - Women	Varsity	\$4,520
		\$2,938
Tennis – Men		\$3,158
Tennis – Women		\$3,158
Track – Men	Varsity	\$4,882
		\$3,172
Track-Women	Varsity	\$4,882
		\$3,172
Volleyball	Varsity	\$4,846
	Assistant	\$3,149
Wrestling	Varsity	\$4,846
	Assistant	\$3,149

APPENDIX D

CURRICULAR TYPE ACTIVITY ANNUAL STIPEND SCHEDULE

<u>Position</u>	<u>Stipend</u> <u>2018-21</u>
Department Chairperson	
3-5 members, including Chair	\$3,374
6-8 members, including Chair	\$3,652
9 or more members, including Chair	\$4,299
Head Teacher	
High School Special Subject	\$2,342
Middle School Academic Subject	\$2,931
Coordinator	
Activity Coordinator-Middle School	\$4,491
A/V Equipment Coordinator	\$1,119
Driver Education Coordinator	\$1,953
Psychological Services Coordinator	\$4,774
Speech Services Coordinator	\$4,774
Team Leaders	\$2,931

APPENDIX E

CURRICULAR TYPE ACTIVITY HOURLY AND PER EVENT STIPEND SCHEDULE

<u>Position</u>	<u>Stipend</u> <u>2018-21</u>
**Home Teaching	\$48.16
***Summer School	\$36.41
<u>Driver Education</u>	
Behind the Wheel	\$24.26
Classroom	\$36.41
Adult Education	\$36.41
	<u>Per Event Rates</u>
<u>Chaperones</u>	
Chaperone Duties	\$42
Chaperone in Charge	\$48

** Time is computed on a portal to portal basis by calculating the time it takes the teacher to travel from the school to the location where the teaching is to occur and then to the teacher's home, with the time it normally takes the teacher to travel from school to his or her home subtracted therefrom. In addition, travel will be reimbursed at the IRS rate, and mileage will be calculated on the same basis applicable to measuring portal to portal time.

*** Summer school pay will be in two (2) installments.

APPENDIX F – SABBATICAL LEAVE APPLICATION

To: The New Milford Board of Education

I, _____, hereby make application for Sabbatical Leave.

1. Address _____ 2. Phone _____

3. School _____

4. Subject/ Grade _____

5. Date Service began in the New Milford Public Schools _____

6. Present Salary _____ 7. Salary Step _____

8. Dates requested for Sabbatical Leave: from _____ to _____

9. Purpose for which Sabbatical Leave is to be used.

Attach a full description of sabbatical leave plans including the objectives of the proposed study. Upon returning from such leave the teacher or administrator shall submit a written report satisfactory to the Superintendent of Schools and Board of Education including successful completion of studies, upon receipt of which the Superintendent shall certify the final installments for payment.

10. I understand that my salary during the sabbatical leave requested will be paid according to Policy #4152 including Blue Cross, and Major Medical benefits, and that regular approved deductions will be made. I also understand that gainful employment is prohibited during sabbatical leave, and will constitute breach of contract. I further agree to return to duty in the New Milford Public Schools following my leave.

Signed: _____

11. I understand and I have been informed that it is my duty, should I leave school while on said sabbatical leave of absence, to apply forthwith for a termination of said sabbatical leave and to apply for a leave of absence without pay and failure on my part to do so will constitute breach of contract.

Signed: _____

Approved: _____, Chairman
_____, Board of Education
_____, Town of New Milford

APPENDIX G

(Type or Print in Triplicate)

GRIEVANCE FORM A

FORMAL GRIEVANCE PRESENTATION

(To be completed by aggrieved person)

AGGRIEVED PERSON _____ DATE OF FORMAL PRESENTATION _____

HOME ADDRESS OF AGGRIEVED PERSON _____

SCHOOL _____ PRINCIPAL _____

YEARS IN NEW MILFORD SCHOOL SYSTEM _____ SUBJECT AREA/GRADE _____

NAME OF ASSOCIATION SCHOOL REPRESENTATIVE _____

STATEMENT OF GRIEVANCE: (To include provisions of contract allegedly violated)

ACTION REQUESTED:

Signature of Aggrieved

APPENDIX G

(Type or Print in Triplicate)

GRIEVANCE FORM B

REFERRAL BY EXECUTIVE COMMITTEE OF THE ASSOCIATION
(Class Grievance)

(To be completed by a member of the Association's Executive Committee)

AGGRIEVED PERSON _____ DATE OF FORMAL GRIEVANCE PRESENTATION _____
CHAIRMAN _____ DATE REFERRAL RECEIVED BY ASSOCIATION _____

STATEMENT OF GRIEVANCE: (To include provisions of contract allegedly violated)

The attached grievance is hereby referred to the Superintendent of Schools for a hearing.

Date of Referral _____

Signature of Member of Executive Committee _____

APPENDIX G

(Type or Print in Triplicate)

GRIEVANCE FORM C

APPEAL TO BOARD OF EDUCATION

AGGRIEVED PERSON _____ DATE OF FORMAL GRIEVANCE PRESENTATION (Superintendent filing) _____
STATEMENT OF GRIEVANCE: (Attach copy of original Grievance)

REMEDY REQUESTED:

Date of Filing Appeal to Board _____

Signature of Person Filing

(Board normally has 30 days to act)

APPENDIX H Summary of Benefits

Cigna Choice Fund Open Access Plus H.S.A. Firm Division 019 (7/17 – 6/18)

Health Savings Account	35%
	Funded in July
Employer HSA Contribution	
Employee	\$875
Family	\$1,750
<u>In-Network</u>	
Deductible Single	\$2,500
Deductible Family	\$5,000
Coinsurance	100%
OOP Max Single	\$5,000
OOP Max Family	\$10,000
Lifetime Maximum	Unlimited
Preventive Care	100%
Immunizations	100%
Mammogram, PAP and PSA Tests	100%
Office visit copay	100% after deductible
Specialist visit copay	100% after deductible
Emergency Room	100% after deductible
Urgent Care	100% after deductible
Outpatient Services	100% after deductible
Inpatient Hospital Facility	100% after deductible
Inpatient Hospital Physician	100% after deductible
Lab & X-Ray (non adv)	100% after deductible
Advanced Radiology Imaging	100% after deductible
Short-term Rehabilitation	100% after deductible
Home Health Care	100% after deductible
Skilled Nursing Facility	100% after deductible
Durable Medical Equipment	100% after deductible
External Prosthetic Appliances	100% after deductible
Hearing Aid (cov. through age 12)	100% after deductible
Hospice	100% after deductible
Mental Health Inpatient	100% after deductible
Mental Health Outpatient	100% after deductible
Substance Use Inpatient	100% after deductible
Substance Use Outpatient	100% after deductible

<u>Out-of-Network</u>	
Deductible Single	\$2,500
Deductible Family	\$5,000
Coinsurance	20%
Maximum Reimbursable Charge	300%
OOP Max Single	\$5,000
OOP Max Family	\$10,000
Lifetime Maximum	Unlimited
<u>Prescription Drugs</u>	
Pharmacy Deductible	n/a
Retail Generic	\$0 after deductible
Preferred Brand	\$0 after deductible
Non-Preferred Brand	\$0 after deductible
Retail Dose Limit	30 day
Mail Generic	\$0 after deductible
Mail Preferred Brand	\$0 after deductible
Mail Non-Listed Brand	\$0 after deductible
Mail Order Dose Limit	90 day
Specialty Rx	
CY Maximum	Unlimited
Brand - Gen Avail	Copay Only
Step Therapy	No
Prior Authorization	No

The BOE will deposit 35% of the teacher's HDHP deductible into the teacher's HSA account the first week of July each year.

APPENDIX I

Enhanced Out-of-Network

	See a participating provider	See a nonparticipating provider
Exam with dilation <i>as necessary</i>	100% after \$20 copay	\$60 allowance
Lenses		
• Single	100% after \$20 copay	\$50 allowance
• Bifocal	100% after \$20 copay	\$75 allowance
• Trifocal	100% after \$20 copay	\$100 allowance
Frames	\$45 wholesale allowance	\$80-\$135 retail allowance
Contact lenses²		
• Elective (conventional and disposable) ³	\$110 allowance	\$110 allowance
• Medically necessary (limit one pair) ⁴	100%	\$210 allowance
Frequency (based on date of service)		
• Examination	Once every 12 months	Once every 12 months
• Lenses or contact lenses	Once every 12 months	Once every 12 months
• Frame	Once every 24 months	Once every 24 months

Additional plan discounts

- Members may receive additional fixed copayments on lens options including: anti-reflective and scratch-resistant coatings.
- By using a participating provider, members may be eligible to receive up to a 20 percent retail discount on a second pair of eyeglasses, which is available for 12 months after the covered eye exam through the participating provider who sold the initial pair of eyeglasses.
- After copay, standard polycarbonate available at no charge for dependents less than 19 years old.

¹ Material copay is required for a complete pair of eyeglasses, lenses or frames.

² If a member prefers contact lenses, the plan provides an allowance for contacts in lieu of all other benefits (including frames) (Vision Core Plan only).

³ The contact lens allowance applies to professional services (evaluation and fitting fee) and materials. Members visiting a participating provider may be eligible to receive up to a 15 percent discount. The discount for professional services is available for 12 months after the covered eye exam.

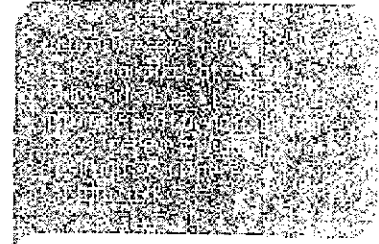
⁴ Benefit provides coverage for professional services and one pair of medically necessary contact lenses with prior plan authorization.

HumanVision Plan

HumanVision Lasik discount

We have contracted with many well-known facilities and eye doctors to offer Lasik procedures at substantially reduced fees. You can take advantage of these low fees when procedures are done by network providers. The network locations listed below offer the following prices (per eye):

	Conventional / Traditional**		Custom**	
TLC 888-358-3937 (designated locations only)	\$895		\$1,295	\$1,895*
LasikPlus 866-757-8082	\$695* LasikPlus free enhancements for 1 year	\$1,395* LasikPlus free enhancements for life	\$1,895* LasikPlus free enhancements for life	
QualSight LASIK 855-456-2020	\$895 QualSight free enhancements for 1 year	\$1,295 with QualSight Lifetime Assurance Plan	\$1,320	\$1,995* with QualSight Lifetime Assurance Plan



*with IntraLase™

**Pricing varies by section procedure offered by the provider you choose and options in your area. Not all locations offer fixed pricing. Please call the provider for details.

How does the wholesale frame allowance work?

Benefits include a wholesale frame allowance. If the wholesale cost exceeds the frame allowance, members pay twice the wholesale difference. They never pay full retail.

Retail price*	Wholesale price	Wholesale allowance	Member pays	Savings
\$125	\$50	\$50	\$0	\$125
\$187.50	\$75	\$50	\$50 (\$75-\$50=\$25x2=\$50)	\$137.50

* Retail costs may differ and are based on 2 1/2 times the wholesale cost. Actual savings may vary.

Use your HumanVision benefits

HumanVision options have you covered and make eye care affordable. You have access to one of the largest vision networks in the United States, with more than 35,000 participating optometrists, ophthalmologists, and national retail locations, including LensCrafters®, Pearle Vision®, Sears® Optical, Target® Optical, and JCPenney® Optical. In addition you'll enjoy:

- The same benefits at all participating providers, no matter where they're located
- Wholesale pricing on frames, avoiding high retail markups
- Simple access to plan information, provider search, Customer Care and other automated services at HumanVisionCare.com

How it Works

1. After signing up for your vision plan, you will receive an ID card in the mail
2. Prior to scheduling your appointment, select a network provider through the Customer Care Center, automated information line, or HumanVisionCare.com
3. Schedule an appointment, providing your name, the patient's name and employer
4. Sign your provider's form after your exam, you'll pay any copayments and/or costs of any upgrades at this time



LENSCRAFTERS®

PEARLE VISION®

JCPenney Optical



OPTICAL®

Know what your plan covers

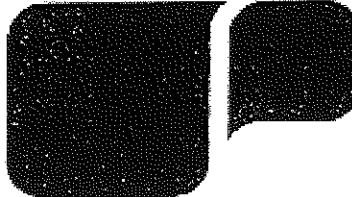
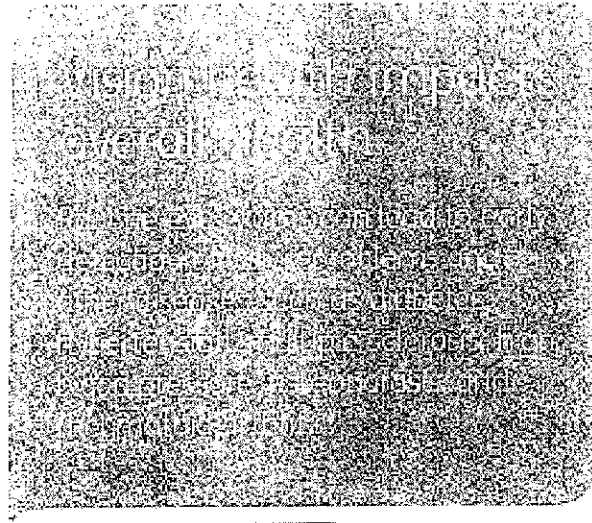
Attached is a summary of HumanaVision benefits that are described in detail in your certificate. You can find your certificate on HumanaVisionCare.com or call 1-866-537-0229. Here's what you can expect:

- Quality routine eye health care from independent eye care professionals and national retail locations.
- Services and materials provided on a prepaid basis, and the plan pays in-network providers directly, you also have the freedom to use out-of-network providers if you prefer.
- Life without claim forms! With HumanaVision, you pay your eye care professional directly for copayments and any extra cosmetic options selected at the time of service.
- Select a vision provider from our network simply by visiting HumanaVisionCare.com, if you prefer, call us at 1-866-537-0229.

Know what your plan doesn't cover

Some items and services not included in HumanaVision are:

- Orthoptics or vision training, subnormal vision aids or Plano (non-prescription) lenses
- Replacement of lost or broken lenses, except at the regularly scheduled plan intervals
- Medical or surgical treatment of eyes
- Care provided through or required by any government agency or program, including Workers' Compensation or a similar law




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This is not a complete disclosure of plan qualifications and limitations.

Check with your local Humana or HumanaDental sales office to verify product availability.

Insured by Humana Insurance Company, HumanaDental Insurance Company, Humana Insurance Company of New York, CompBenefits Insurance Company, or The Dental Concern, Inc.

 Humana Insurance Company
HumanaDental Insurance Company

humana.com



APPENDIX J

§ 46a-60. (Formerly Sec. 31-126). Discriminatory employment practices prohibited.

Effective: October 1, 2011
Currentness

(a) It shall be a discriminatory practice in violation of this section:

* * *

(7) For an employer, by the employer or the employer's agent: (A) To terminate a woman's employment because of her pregnancy; (B) to refuse to grant to that employee a reasonable leave of absence for disability resulting from her pregnancy; (C) to deny to that employee, who is disabled as a result of pregnancy, any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by the employer; (D) to fail or refuse to reinstate the employee to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other service credits upon her signifying her intent to return unless, in the case of a private employer, the employer's circumstances have so changed as to make it impossible or unreasonable to do so; (E) to fail or refuse to make a reasonable effort to transfer a pregnant employee to any suitable temporary position which may be available in any case in which an employee gives written notice of her pregnancy to her employer and the employer or pregnant employee reasonably believes that continued employment in the position held by the pregnant employee may cause injury to the employee or fetus; (F) to fail or refuse to inform the pregnant employee that a transfer pursuant to subparagraph (E) of this subdivision may be appealed under the provisions of this chapter; or (G) to fail or refuse to inform employees of the employer, by any reasonable means, that they must give written notice of their pregnancy in order to be eligible for transfer to a temporary position;

Side Letter to 2011 Contract Negotiations

In the recently completed contract negotiations between the New Milford Board of Education (hereinafter the "Board") and the New Milford Education Association (hereinafter the "Association") the parties agreed that the Association plays an important role in providing input and reviewing feedback on professional development activities provided by the Board. In order to facilitate appropriate input and feedback from the Association the parties agree to the following:

1. The Superintendent, or designee, shall consult with the Association President, or designee, prior to selecting teacher appointees to the Professional Development Committee.
2. Upon request, the Association President shall be provided with all professional development program evaluation information in a timely manner.

Side Letter to 2018 Contract Negotiations

The Board has agreed to deposit into each teacher's HSA account the Board's contribution toward the HDHP deductible during the first week of July each year. Should any teacher leave the district for any reason before the following June 30, the teacher is obligated to repay the Board for the amount related to the number of work days remaining in the school year at the time of departure. It is agreed that such amount may be deducted from the teacher's final paycheck or otherwise collected by the Board as it chooses.

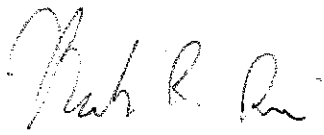
Section 3

Arbitrators' Signature Page

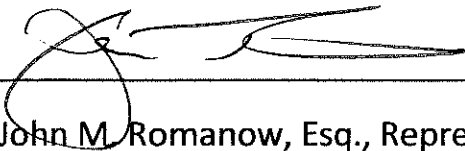
New Milford Board of Education

&

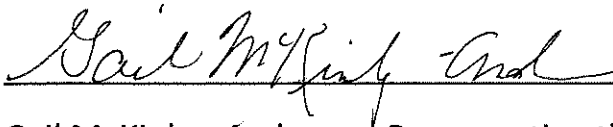
New Milford Education Association



Michael R. Ricci, Representing the Interests of the Public



John M. Romanow, Esq., Representing the Interests of the New Milford Board of Education



Gail McKinley-Anderson, Representing the Interests of the New Milford Teachers' Association.

Section 4
Arbitrators' Oaths

New Milford Board of Education

&

New Milford Education Association

(Please note: The Oaths were originally signed at the start of the first evidentiary hearing on October 20, 2017 however, they originals were inadvertently destroyed and thus, these signed oaths will replace the originals.)

In the matter of Binding Arbitration

Between:

New Milford Board of Education

&

New Milford Education Association

Oath for Impartial Arbitrator representing the Public Interest

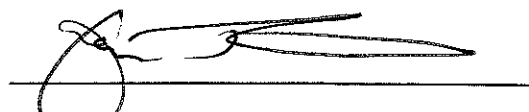
The undersigned, representing the interests of the Public, being duly sworn, hereby accepts the appointment as arbitrator representing the above noted interests will faithfully and fairly hear and examine the matters in controversy between the above noted parties in accordance with Section 10-153f of the Connecticut General Statutes and will make a just award to the best of my understanding.



Arbitrator Michael R. Ricci

Subscribed and sworn to before me this 6th of November 2017.

My commission ends on _____


Com. of Superior Court.

In the Matter of Binding Arbitration

Subject _____

between

Last Best Offer Binding Arbitration

New Milford Board of Education

and

New Milford Educ. Assn

OATH FOR
ARBITRATORS REPRESENTING THE INTERESTS OF THE
LOCAL AND REGIONAL BOARDS OF EDUCATION

STATE OF CONNECTICUT

COUNTY OF Hitchhelf

ss: New Milford

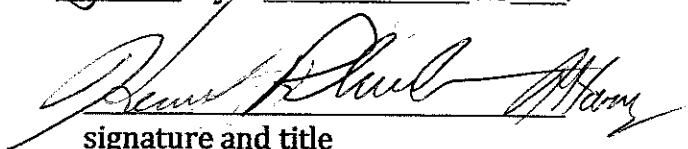
The undersigned, representing the interests of the local and regional boards of education, being duly sworn, hereby accepts the appointment as arbitrator representing the above-noted interests and will faithfully and fairly hear and examine the matters in controversy between the above-noted parties in accordance with Section 10-153f of the Connecticut General Statutes and will make a just award according to the best of my understanding.

Signed


John Romanow, Esq.

Arbitrator representing the interests of the local and regional boards of education

Subscribed and sworn to before me this 6th day of November 2017.


signature and title

In the Matter of Binding Arbitration :
 :
 Between :
 New Milford Board of Education :
 :
 -and- :
 New Milford Educative Assoc :

Subject _____
(Last Best Offer Binding Arbitration)

OATH FOR
ARBITRATORS REPRESENTING THE INTERESTS OF THE EXCLUSIVE BARGAINING
REPRESENTATIVES OF CERTIFIED EMPLOYEES

STATE OF CONNECTICUT :
 :
 COUNTY OF Litchfield :

ss: Litchfield

The undersigned, representing the interests of exclusive bargaining representatives of certified employees, being duly sworn, hereby accepts the appointment as arbitrator representing the above-noted interests and will faithfully and fairly hear and examine the matters in controversy between the above-noted parties, in accordance with Section 10-153f of the Connecticut General Statutes, and will make a just award according to the best of my understanding.

Signed: G. McNeil Ford
Arbitrator representing the interests
of exclusive bargaining representatives
of certified employees

Subscribed and sworn to before me this 29 day of Sept, 2017.

[Signature]
Signature and Title