

AGREEMENT

Between

THE BOARD OF EDUCATION

of the

TOWN OF NEWINGTON

and the

NEWINGTON TEACHERS' ASSOCIATION

July 1 2024 - June 30, 2027

**THE NEWINGTON BOARD OF EDUCATION AFFIRMS A
CONTINUING POLICY OF EQUAL EMPLOYMENT AND
PROMOTIONAL OPPORTUNITIES WITHOUT DISCRIMINATION**

NEWINGTON PUBLIC SCHOOLS

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Beth Manke Hutvagner, Vice-Chairperson

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ASSISTANT SUPERINTENDENT OF SCHOOLS

Mr. Stephen Foresi

CHIEF FINANCE & OPERATIONS OFFICER

Mr. Lucian G. Jachimowicz

NEWINGTON TEACHERS' ASSOCIATION

2023-2024

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Christa Cote
Craig Guyette
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CEA Uniserv Representative

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AGREEMENT
between the
NEWINGTON BOARD OF EDUCATION
and the
NEWINGTON TEACHERS' ASSOCIATION

This Agreement is made and entered into on this 1st day of July, 2024 by and between the Newington Board of Education (hereinafter referred to as the "Board" and the Newington Teachers' Association (hereinafter referred to as the "Association").

ARTICLE I
RECOGNITION

1 - 1 The Board recognizes the Association for the purpose of professional negotiation as the exclusive representative, pursuant to Section 10-153a through 10-153g of the Connecticut General Statutes, as amended, of all those certificated professional employees of the Board in positions requiring teaching or special certificates, durational shortage area permits, other than temporary substitutes.

1 - 2 The Association accepts such recognition and agrees to represent equally all teachers included in the unit defined above without regard to membership or participation in, or association with the activities of the Association or any other employee organization.

1 - 3 The Association recognizes the statutory rights, powers, obligations and responsibilities of the Board.

1 - 4 Despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by committee, individual member or designated representative, professional or lay, whether or not a member.

1 - 5 All provisions of the Collective Bargaining Agreement apply to persons employed pursuant to a durational shortage area permit, except for Article 14, Section 14-4.4.

ARTICLE II
RIGHTS OF THE BOARD OF EDUCATION

2 - 1 This Agreement shall not affect the discretion and responsibilities reposed in the Board by law. Unless expressly limited by a specific section of this Agreement which is subject to the above reservation, the rights, powers and authority held by the Board under any Town Charter, general or special act of the Legislature, town ordinance, regulation or other type of lawful provision, over matters involving the Newington School System including, but not limited to, full control over the policies, practices, procedures and regulations with respect to employees of the Board at all its schools, shall remain vested solely, and exclusively in the Board.

2 - 2 The policies, practices, procedures and regulations of the Board may be changed by amendment, addition, subtraction, or modification, but no such amendment, addition, subtraction, or modification shall contradict or supersede any provision of this Agreement.

ARTICLE III
PROFESSIONAL NEGOTIATION

3 – 1 **Negotiation of Successor Agreement**

3 – 1.1 Subject to the provisions set forth in Article XVII and not later than the date mandated by State statute, the Board and the Association agree to negotiate in good faith, in accordance with and subject to the provisions of Section 10-153d of the Connecticut General Statutes to secure a successor agreement and such agreement as shall be reached shall be reduced to writing and signed by the Board and the Association.

3 – 1.2 During such negotiations, the Board and the Association shall exchange relevant data, points of view and proposals. Counterproposals may be exchanged as each party sees fit. Either party may at its own expense, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.

3 – 2 **Agreement Continuation**

3 – 2.1 This Agreement shall be and remain in full force and effect until a successor Agreement is either agreed upon by the Board and the Association, or becomes operative pursuant to statute.

ARTICLE IV
GRIEVANCE PROCEDURE

4 – 1 **Purposes and Definition**

4 – 1.1 For the purposes of this Agreement, a grievance shall be defined to mean a dispute between a member of the unit or the Association and the Board over the interpretation or application of a specific section of this Agreement. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

4 – 1.2 Nothing herein contained shall be construed as limiting the right of any member of the unit having a grievance or dispute to discuss the matter with an authorized representative of the administration.

4 – 2 **Procedure**

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 to process the grievance to the next level within the time limit specified shall terminate the grievance.

4 – 2.1 **Level One – Principal or Immediate Supervisor**

(a) A member of the unit with a grievance or dispute shall file it in written form as provided in Appendix F with the immediate supervisor or principal within fifteen (15) school days after the member knew or should have known of the act or condition on which the

grievance is based. If the member fails to file the grievance within the time limit set forth in this section, then the grievance of the member shall be waived.

(b) Within five (5) school days after receipt of the written grievance, the principal or immediate supervisor shall meet with the aggrieved person in an effort to resolve it.

(c) The teacher shall have the right to have the Association assist him/her in the effort to resolve the grievance.

(d) In the event that the aggrieved member of the unit is not satisfied with the disposition of the grievance at Level One, or in the event that no decision has been rendered within five (5) school days after a presentation of the grievance, or no decision has been rendered within five (5) school days after the expiration of any extension of time, the written grievance may be filed with the Negotiations and Grievances (NAG) Committee of the Association within five (5) school days thereafter.

(e) The NAG Committee shall meet to consider the merits of the grievance, and if deemed meritorious by the NAG Committee, it shall, within ten (10) school days after receiving such written grievance, refer the grievance to the Superintendent of Schools.

(f) If the member of the unit does not file the written grievance with the NAG Committee as provided under 4-2.1(d), then such grievance shall not be further processed.

4-2.2 **Level Two – Superintendent of Schools**

(a) The Superintendent shall represent the administration at this level of the grievance procedure. Within five (5) school days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved person together with an authorized representative of the Association in an effort to resolve it.

(b) In the event that the aggrieved member of the unit and the NAG Committee are not satisfied with the disposition of the grievance at Level Two, or in the event no decision has been rendered within ten (10) school days after the conclusion of the meeting with the Superintendent, such grievance may be presented by the NAG Committee to the Board within ten (10) school days thereafter.

4-2.3 **Level Three – Board of Education**

(a) A committee of the Board shall meet with the aggrieved member of the unit together with an authorized representative of the Association within fifteen (15) school days after receipt of the written grievance for the purpose of resolving the grievance.

(b) The decision thereon shall be rendered by the Board within ten (10) school days after the meeting.

4-2.4 **Level Four – Binding Arbitration**

(a) If the NAG Committee determines that the matter should be submitted to arbitration, and so notifies the Board in writing ten (10) school days after the Board decision, a single arbitrator shall be jointly selected within ten (10) school days who is an experienced, impartial and disinterested person of recognized competence. The cost of such arbitration shall be borne equally by the parties.

(b) If the parties are unable to agree upon an arbitrator, a request shall be made to the American Arbitration Association by either party for a determination of the issues. The parties shall be bound by the rules and procedures of the American Arbitration Association.

(c) The responsibility of the arbitrator shall be to determine whether the term(s) of the Agreement have been misapplied or misinterpreted. The arbitrator shall make no decision which violates, modifies, or amends any of the terms of the Agreement.

(d) The decision of the arbitrator shall be binding upon both parties and all employees during the life of the Agreement unless the same is contrary to law.

4 – 3 Rights of Teachers to Representation

4 – 3.1 No reprisals of any kind shall be taken by the Board or by any member of the administration against anyone by reason of participation in the grievance procedure or support of any participant thereto.

4 – 3.2 Any member of the unit or the Board may be represented at any stage of this grievance procedure by any person of the member's choice, provided, however, that exclusive organizational representation shall be provided by the Association. When a member of the unit is not represented by the Association, the Association shall be given an opportunity to present and state its views at any stage of this grievance procedure.

4 – 4 Miscellaneous

4 – 4.1 If the grievance cannot be resolved by the Building Principal or the grievant's immediate supervisor, and if, in the judgment of the President of the Association or the Chairman of the NAG Committee, a grievance affects a group or class of members of the unit, the President of the Association or such authorized Association representative may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

4 – 4.2 Decisions rendered at Levels One, Two, Three, and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore.

4 – 4.3 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

4 – 4.4 The Board and the Association hereby adopt the grievance form in Appendix F for standardized use under the provisions of Article IV.

ARTICLE V RESOLUTION OF EMPLOYEE'S CONCERN

5 – 1 When a member of the unit desires resolution of a problem arising out of the member's employment, the member may, through appropriate channels, pursue the resolution of concern. Prior to submitting the written concern, the teacher shall meet with the building principal or supervisor to discuss the concern. This procedure will terminate at the level of Superintendent of Schools. This procedure is designed to effectively resolve employee concerns at the lowest

possible administrative level. Employees using this procedure must seek resolution through their immediate superior prior to proceeding to the level of Superintendent. The decision of the Superintendent on matters initiated under this procedure shall be final. These procedures apply to matters outside the definition of a grievance. Written responses to Resolutions of Employee Concern at Level One and Level Two shall be submitted by the respondent within fifteen (15) school days.

ARTICLE VI SALARIES

6 – 1 Salary Schedule

The salaries of all persons covered by this Agreement are set forth in appendix A which is attached hereto and made a part of this Agreement.

6 – 2 Miscellaneous and Coaching Differentials

Salary differentials applicable to persons covered by this Agreement are set forth in the following appendices:

Appendix B - Miscellaneous Differentials
Appendix C – Coaching Differentials

Forms for notification of assignment and compensation are attached hereto in the appendices.

6 – 3 Long-Term Substitutes

(a) When long-term substitutes are employed they shall be paid at the daily rate of \$175.00. The Board may, however, grant payment at a higher daily rate based on years of teaching and/or other relevant experience. In addition they shall be credited with sick leave and temporary leave days at the rate of 1 1/2 sick days and 1/2 temporary leave day for each twenty (20) working days of their assignment.

If a long-term substitute is employed for a full school year and commences his/her teaching responsibilities within the first fifteen (15) school days the long-term substitute will be entitled to the insurance benefits available to members of the unit.

If a long-term substitute who has been employed in Newington in a full year assignment is placed under contract for the following year, credit for the long-term substitute year or consecutive years of long-term substituting will be given in determining placement on the salary schedule.

(b) If a long term substitute is hired as a permanent staff member in the Town of Newington within the first three weeks of the next school year (15 school days) following such employment in a full year assignment, the year(s) served as a long-term substitute shall count towards seniority and longevity.

Any sick time earned as a long-term substitute in a full year assignment will be accrued towards the accumulated limits for all teachers.

The provisions of this Section (b) are effective July 1, 2005 and shall not be applied retroactively.

6 – 4 **Initial and Long-term Contracts**

The Board and Association hereby adopt the Teacher's Initial Contract and Teacher's Long-Term Contract as appendices to this Agreement. An individual printed notification of salary will be given to each teacher each year.

6 – 5 **Military Service Credit**

(a) Any teacher whose initial employment by the Board begins on or after July 1, 1968 shall receive credit on the salary schedule at the rate of one (1) year for each two (2) years of active military service not to exceed two (2) years credit on the salary schedule.

(b) Any teacher whose initial employment by the Board begins on or after September, 1, 1984, shall receive credit on the salary schedule at the rate of one (1) year for each two (2) years of active military service not to exceed two (2) years credit on the salary schedule, provided the teacher has received an honorable discharge from the military service.

6 – 6 **Payment Schedule**

Members of the unit may elect to be paid on a 22 or 26 payment basis. Persons who elect the 26 payment schedule may further choose to have their final four (4) payments issued on a date prior to the last day of school, which such payment date shall be determined by the Board of Education. Once such election has been made for any school year, it may not be changed.

6 – 7 **Change in Salary Schedule**

Changes in salary scale placement must follow the procedures described below:

(a) Teachers, in order to qualify for a change in salary scale, must provide the administration with official transcripts of all applicable course work by September 15. When transcripts for summer course work are not provided by the college or university to meet the September deadline, grade reports may be temporarily accepted pending the receipt of the official transcript. This is the only condition under which grade reports will be accepted in lieu of an official transcript.

(b) A revised salary notice will then be prepared and the new salary will be implemented retroactive to the beginning of the school year.

(c) Course work to be applied toward changes in salary scale must be approved in advance by the Superintendent or his designee and be from an accredited college or university and either relate to the current professional responsibility of the staff member or be part of a planned program leading to additional certification or an additional degree. This course work will generally be on the graduate course level, but undergraduate courses may be applied to changes in salary scale placement with the prior approval of the Superintendent of Schools or his designee. A Request for Prior Approval of Salary Scale Change Form, will be required to obtain and document prior approval for course work to be applied toward changes in salary scale.

(d) In addition to the course work described in (c) above, salary scale placement may also be affected by the following professional growth equivalent experiences with the prior approval of the Superintendent of Schools or his designee:

1. staff development programs sponsored by the Newington School System, which are conducted beyond working hours, and which address topics to improve the school system and/or its programs, or professional growth credit earning activities;
2. non-credit courses which meet the requirements of Section (c) and are offered either with college credit for an additional fee or without college credit at a lower fee; or
3. other after-hours professional growth programs, which are sponsored by such organizations as the Capitol Region Education Council and the Connecticut Education Association, which are related to the professional responsibilities of the staff member and which receive prior approval as indicated above.

The Newington Public Schools will use a time measurement of hours for professional growth conducted beyond working hours to advance the salary scale. A total of ten (10) hours of approved non-credit professional growth will be considered the equivalent of one (1) semester hour of college credit. No more than six (6), or 60 hours, of the fifteen (15) credits needed to change salary scales may be earned through non-college credit programs.

A Professional Growth Experience(s) Request and Approval Form will still be required to obtain and document prior approval for the professional learning. Participants will then assume the full responsibility for presenting official written evidence of their successful completion of the program and of the program hours to the Office of Human Capital Development.

6 – 8 **Withholding of Increments**

Except as provided below, teachers shall move one step on the salary schedule in years in which step advancement is granted provided that they have worked at least 40% of the student school days that year. Notification of withholding of increments or withholding of up to fifty-five (55%) percent of an annual salary increase for those not scheduled for an increment and the reasons thereof must be made by the Superintendent of Schools to the teacher concerned by April 1. Upon notification, a program to address the concerns for the withholding shall be implemented by the Superintendent of Schools or his designee for a period of not less than 60 calendar days. Upon completion of this period, a final decision will be made by the Superintendent. In the event the withholding is in the opinion of the Superintendent of Schools due to an act of misconduct or an instance of gross professional misjudgment in the performance of the member's responsibilities, or in the event the withholding is for conduct or performance that was previously subject to a corrective program under this Article, notification of withholding will be made within a reasonable time of such conduct or performance and the program requirements of the Article will not be applicable.

In the event an increment is withheld from a teacher after June 30, 1989, such teacher will be placed on the salary schedule step the teacher would have been on (had the increment not been withheld) after three consecutive years of successful teaching experience. These three

years must all occur subsequent to the withholding of the increment. This provision will not prevent a teacher from otherwise reaching the maximum step of the salary schedule, e.g., a teacher who is on the second highest step will reach the maximum step one year after the increment withholding, provided there is not a further withholding of the increment.

6 – 9 Additional Teaching Section

(a) Any individual in the Newington Teachers' Association who holds the appropriate qualifications/certification, and is not scheduled during the class period on the days when coverage is needed, may volunteer to earn additional compensation by teaching a section above a normal salaried assignment at the following daily rate of pay: 0.2 of the member's annual base salary divided by 184.5 days plus the loss of planning rate.

If more than one person volunteers, the opportunity will be offered to the most senior individual. It is understood that each assignment will be performed by only one individual for the entirety of the assignment unless mutually agreed upon by the association and Superintendent, or designee.

Each individual who volunteers for an assignment will work collaboratively with the assigned supervisor and/or building administration.

(b) There will be a cap of 0.6 per department in reference to the total number of teachers within the department who can teach an additional section OR approval must be granted by the Association.

(c) This agreement will not result in reduction in staff.

ARTICLE VII **SALARY DEDUCTIONS**

7 – 1 Association Dues

7 – 1.1 Upon voluntary written authorization from a teacher, the Board agrees to deduct from a teacher an amount equal to the Association membership dues by means of payroll deductions and to transmit the monies by check within five (5) working days to the Association. The Board shall include with such check a list of teachers for whom such deductions were made.

7 – 1.2 Those teachers whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the days remaining in the school year.

7 – 1.3 No later than the first paycheck in October of each school year the Board of Education shall provide the Association with a list of all employees of the Board of Education and the positions held by said employees. The Board shall notify the Association monthly of any changes in said list, including new hires.

7 – 1.4 If the Board conducts a new teacher orientation program or meeting, the Association shall be provided time on the agenda.

7 – 1.5 The Association shall certify to the board in writing the current rate of its membership dues. The Association shall give the board thirty (30) days written notice prior to the effective date of a change in the rate of its membership dues.

7 – 1.6 Deductions referred to in Section 7 – 1 shall be made in equal payments from the first twenty (20) paychecks of the school year.

7 – 1.7 The Association shall save the Board harmless against all claims, demands, suits, or other forms of liability brought by the Association or members of the unit which may arise out of action taken in making deductions and remitting the same to the Association pursuant to this article. The Board may choose to use Association appointed legal services for the settling of any claims, demands, suits, or other forms of liability arising pursuant to this article. Any claims, demands, suits, or other forms of liability arising pursuant to this article as a result of intentional acts by non-certified employees of the Board of Education will not be subject to this hold harmless clause.

7 – 2 Tax Sheltered Annuities

7 – 2.1 Members will have a limited choice of twenty companies for the purpose of investing in tax-sheltered annuities. Teachers, who as of July 1, 1989, are investing in an annuity offered by a company which is not one of the twenty will be allowed to continue investing in such annuity.

7 – 2.2 There will be two Tax Sheltered Annuity Enrollment and Investment Change Periods. Enrollment or change in investment amounts may be made effective in the month of January by giving notice to the Office of the Business Administrator no later than December 1 and in the month of September by giving notice no later than July 1.

7 – 2.3 The above notification date of July 1 shall be extended 30 days beyond the final contract settlement date in the event the contract is not settled prior to June 1. The effective date for change will be September 1 or 30 days after the enrollment or change period extension should it run beyond August 1.

7 – 2.4 Members of the unit may discontinue annuity deductions at any time by giving thirty (30) days notice to the Office of the Business Administrator.

7 - 2.5 In view of these agreements contained in Article VII, the Association agrees that it will hold the Board harmless in the event of any claim against the Board arising out of teacher participation in the tax sheltered annuity program.

7 - 3 IRS Section 457 Plan

The Board will establish and maintain an IRS Section 457 plan for teachers, provided that any administrative costs of such plan shall be borne by the participants.

(b) The insurance benefits HDHP will be provided on a premium sharing basis whereby the member will pay a percentage of the allocation rate (projected claims, administrative fees and stop loss).

Effective July 1, 2024 through June 30, 2027, the member will pay: 2024-25 18.25%, 2025-26 18.75% and 2026-27 19.25% of the allocation rate by payroll deduction.

(c) The Board will adopt an Internal Revenue Code Section 125K plan for member premium contributions. The Internal Revenue Code and its implementing regulations shall govern the administration of this plan.

(d) If, during the life of this contract, National Health Care Reform Legislation is enacted, the parties agree to review the health insurance article of this contract in order to ascertain changes that need to be made to comply with the legislation.

(e) The Board of Education shall establish and maintain an IRS Section 125 Flexible Spending Account (FSA) for teachers. The account shall be designed to permit exclusion from taxable income for each teacher's share of health and medical premiums, deductibles, co-insurance and unreimbursed medical expenses as well as cost of dependent care. As allowed by law, the Dependent Care Account shall have a \$5000 maximum, automatically increasing upon any change in the law. The Medical Account shall have a maximum as allowed by law. Federal Regulations prohibit individuals that participate in the HDHP with an HSA account to also have an FSA account, unless the FSA account is for Dependent Care.

8- 1.4 The Board shall pay 100% of the costs to the individual for the following:

(a) Group life insurance in the amount of \$25,000. Additional group life insurance, in increments of \$10,000, to a maximum of \$75,000 may be purchased by the individual at the prevailing group rate. The provision of this benefit is subject to insurance carrier rules and regulations including minimum enrollment and evidence of insurability requirements.

(b) Accidental Death and Dismemberment Insurance

8- 1.5 The Board shall reimburse 100% of the costs to the individual member of the unit over 65 of his/her payment under Part B of Medicare for retired employees if and for the period that such retired employees are eligible for Board-paid health insurance in accordance with Section 8 - 1.6, below.

8- 1.6 The Board agrees to continue insurance coverage pursuant to the appropriate medical insurance plan, to age 65 for retirees from the school system who are actively collecting from the Connecticut Teachers' Retirement System under the following conditions:

(a) The Board shall pay the costs of such individual insurance coverage for those retirees who have at least 105 unused accumulated sick days as of the date of their retirement for a one-year period from the September 1 following the effective date of their retirement. For those retirees who have at least 210 unused accumulated sick days as of the date of their retirement, the board shall pay the cost of such insurance coverage for a two-year period from the September 1 following the effective date of their retirement. Retirees will receive the HSA funding contributions towards deductible (\$1,000/\$2,000 based on \$2,000/\$4,000 deductible) that are paid while they are receiving insurance coverage under this provision. Such employer HSA funding contribution towards deductible will end when Board-paid coverage under this provision terminates.

(b) Retirees may purchase dependent or family coverage for the opted insurance program provided the retiree pays to the Board the difference between the full cost and the individual cost of the program.

(c) Continuance of the opted Anthem insurance coverage pursuant to this section for retirees who do not qualify for such coverage beyond the time limit set forth in Section 8-1.6(a) shall be contingent upon the retiree paying the full cost of such coverage to the Board.

(d) The Board agrees to continue Anthem coverage for retirees, as defined herein, who are 65 and older and who are ineligible for Medicare. It is understood that continuance of Anthem insurance coverage for retirees pursuant to this paragraph shall be contingent upon the retiree paying the full cost of such coverage to the Board.

8- 1.7 Any member who resigns is entitled to all appropriate insurance benefits through August 31 of the year of resignation provided the member has fully performed the contract obligation through the end of that school year.

8- 1.8 There shall be no change in the present insurance benefits set forth in Article VIII except by agreement of the parties. In the event the Board finds that it can provide substantially equivalent benefits and services through an alternative carrier of its choice, it shall seek mutual agreement of the Association for such change. The Association shall have thirty (30) working days to examine the Board's proposal. If the parties are unable to agree to an alternative carrier, a mutually agreed upon arbitrator shall be appointed and the decision of the arbitrator shall be binding upon the parties. If the parties are unable to agree on an arbitrator within ten (10) days of a request by either party to arbitrate, the American Arbitration Association shall be requested to appoint an arbitrator with expertise in the health insurance field in accordance with its rules and regulations.

8 - 1.9 The Board shall exercise due diligence to cause the insurance carriers to prepare for distribution to all members of the unit a brochure outlining the benefits to be provided pursuant to this Article VIII and any new or revised benefit plans or programs during the term hereof.

8 - 2 **Reimbursement for Damaged and Lost Property**

8- 2.1 The Newington Board of Education hereby agrees to allocate the sum of three thousand five hundred (\$3,500) dollars for the following purposes:

(a) To provide compensation to any member of the unit who suffers loss or damage to personal property while on school grounds or while performing school related duties off school grounds. Said loss or damage shall be limited to teaching materials and/or instructional materials owned or supplied by the teacher.

(b) To provide compensation to a member of the unit who suffers loss as a result of damage to his or her vehicle while on school grounds if it appears from the nature of said damage that it is more probably than not that the damage was caused by vandalism.

8- 2.2 In the event that the loss or damage is caused by the employee's carelessness, the Board shall not be obligated to provide reimbursement.

8- 2.3 If the member has insurance covering the property loss or damage or the event which caused said loss or damage, the Board shall not be obligated to provide reimbursement beyond the deductible.

8- 2.4 Said claims shall be paid in June, and if the total of all claims allowed exceeds three thousand five hundred (\$3,500) dollars, then the claims shall be paid on a pro rata basis.

8 - 2.5 After the claims have been paid, the Board shall forward to the Association an accounting of the number of claims filed and paid. This accounting shall also include the amount of dollars claimed and the amount of dollars disbursed.

8 - 3 **Retirement Increment**

After a minimum of fifteen (15) years of service to the Newington School District, any member of the unit who meets the eligibility requirements of the Connecticut Teachers' Retirement System and who will have been a member of the retirement system for a minimum of 25 years or will be at least 60 years of age during the calendar year of the retirement date, is eligible for a retirement increment as follows:

(a) In order to be eligible to receive a retirement increment, the member must notify the Assistant Superintendent of Schools, on the designated form, during November of the fiscal year prior to the first year of increment payment and must submit a letter of resignation to take effect on the intended retirement date. This letter of resignation must be submitted prior to the June 1 date preceding the initial year of increment eligibility. This requirement can be waived when in the judgment of the Superintendent of Schools it is considered in the best interests of the school system. The maximum retirement increment, as defined in 8-3 (b) shall be three (3) years.

(b) The Board shall, upon receipt of such notice and letter of resignation, grant a salary increment equal to five (5) per cent of the member's annual base salary (including any longevity salary) plus one-half (1/2) percent for each year of service to the district beyond fifteen (15). This salary increment shall be granted to the member for each of the three (3) school years immediately preceding the date of retirement.

(c) In the event the member gives only two (2) years notice in the letter of resignation, the increment will be payable only during the two (2) years immediately preceding the member's date of retirement.

(d) In the event the member gives only one (1) year notice in the letter of resignation, the increment will be payable only during the one (1) year immediately preceding the member's date of retirement.

(e) If, after submitting the letter of resignation and collecting the retirement increment for one or more years, extenuating circumstances cause the member of the unit to want to postpone the intended retirement date, the member shall contact the Assistant Superintendent of Schools to discuss the circumstances and desired postponement. Procedures, for applying the increment to different years from those originally intended and for the pay back of any increment money received for years prior to the revised eligibility period, will be determined and implemented by the Assistant Superintendent of Schools.

(f) If a member rescinds his/her retirement he/she will never be able to receive more than what he/she had originally been entitled to at the original time of notification. An individual shall not be able to rescind after October 1 of the school year of retirement. This penalty can be waived when in the judgment of the Superintendent of Schools it is in the best interest of the school system.

8 - 4 **Sick Leave**

8 - 4.1 Each member of the unit is entitled to sick leave with full pay up to fifteen (15) school days in each year of this contract. Up to a maximum of ten (10) days of an employee's annual sick leave may be used for illness in the family (spouse, parent, child, or immediate family member residing in the same household). Unused sick leave shall be accumulated from year to year, so long as the member of the unit remains continuously in the service to the Board, up to but not in excess of two hundred and ten (210) school days unless increased by state law.

8 - 4.2 For absence for sickness during a school year in excess of five (5) continuous school days after accumulated sick leave is exhausted, a member of the unit may be granted the difference between such member's substitute pay and regular salary at the discretion of the board. Such difference if granted shall be payable from the first day of such extended absence.

8- 4.3 Sick leave, of the type specified in Sections 8 - 4.1 and 8 - 4.2, shall be affirmed by a certificate of an attending physician if requested by the Superintendent.

The Superintendent may grant 50% of the unused sick leave accumulated by an employee as a contracted teacher in another school system provided employment in that school system terminated no more than one hundred (100) calendar days prior to the commencement of employment in Newington Public Schools. The number of days granted shall not exceed fifty (50) days.

8- 4.4 Teachers shall be given an accounting of their accumulated sick leave time and the name, if any, of their current designated beneficiary in writing before October 15 of each school year.

8- 4.5 Any teacher who becomes permanently disabled from performance of teaching responsibilities as shown by competent medical evidence shall receive payment for all unused accumulated sick days prior to release from Board of Education employment. The Board may require that the teacher be evaluated by a physician of its choosing.

8- 5 **Death Benefit**

Upon death of member, the designated beneficiary or estate shall receive 100% of such member's accumulated unused sick leave. This benefit will be calculated by taking the number of accumulated unused sick days times the member's daily salary rate (1/184.5 of the annual salary.)

Upon the death of a member, the Board will contact the designated beneficiary or estate to inform of the availability of this benefit and procedures for collecting it. Designated Beneficiary Forms shall be found in Appendix G.

8 – 6 Injury Leave Supplement to Worker's Compensation

In case of absence because of injury which the worker's compensation commissioner or the Board's insurance carrier has determined to have arisen out of or in the course of employment, the employee shall be allowed full pay minus whatever worker's compensation payments the employee may receive covering loss of time. A maximum of one hundred fifty (150) days shall not be deducted from the employee's accumulated sick leave for this cause. Any absence in excess of one hundred fifty (150) days will be deducted from the employee's accumulated sick leave.

8 – 7 Temporary Leave of Absence

8– 7.1 Each member of the unit shall be entitled to five (5) days leave of absence with pay each year for legal, business, principal Jewish holy days or similar days for other religions, household or family matters which, after a good faith effort, cannot be scheduled or accommodated outside of the school day.

Application for such leave shall be in writing on the form found in Appendix L and the reason for the leave shall be checked. Application shall be made as far in advance as practicable and ordinarily at least forty-eight (48) hours in advance. In the event of extreme emergencies, additional days of temporary leave may be granted by the Superintendent. The decision to grant or refuse to grant such leaves shall not be grievable. Teachers requesting leave under this emergency provision shall clearly state the reasons for prior utilization of temporary leave time.

8– 7.2 The Association and the Board jointly accept the responsibility to encourage staff members to use temporary leaves of absence days with discretion. The Association shall receive annually a list of all staff members who have used temporary leave of absence days and the number of such days used. Such temporary leaves of absence shall not be utilized for vacation, recreational, or other purposes not consistent with the permitted uses of legal, business, principal Jewish holy days or similar days for other religions, household or family matters.

The individual's responsibility to the students and to the instructional program must be considered when scheduling legal, business, household and family matters during school hours.

8– 7.3 Temporary leaves of absence shall not be taken the day before or the day after school holidays or school vacation periods unless the Superintendent has specifically approved the reason for taking such leave. Such approval shall be in writing.

8– 7.4 All members of the unit may be permitted additional time at the discretion of the Superintendent for the following educational reasons:

Attending educational meetings which have direct value to the pupils.

School visitations which have been planned in advance.

Members of the unit serving as chairperson of curriculum workshop committees may be given time to carry out the duties of the chairperson during the school day.

Serving the local, state or national education associations. For the welfare of the school, attendance at such meetings must necessarily be kept to a minimum.

8 – 8 Deductions for Days Out

Deductions for days out for reasons other than those permitted under 8 – 4, 8 – 6, and 8 – 7 will be made at the rate of 1/184.5 of the member’s annual salary. The prior approval of the Superintendent of Schools is required before days are taken under this section.

8 – 9 Protection of Teachers

The Board of Education expressly recognizes the provisions of Connecticut General Statutes, Section 10-236 (a) and P. A. 79-464.

8– 9.1 Just Cause

No teacher shall be reprimanded in writing or suspended from teaching duties without pay without reasonable and just cause.

8 – 9.2 Staff Safety & Student Discipline

Safe Working and Learning Environment:

The Board and Association recognize the importance of its students’ and employees’ well-being in the working and learning environment. The Board strives to create a safe and healthy working environment for its employees, consistent with the values of collegiality, respect and professionalism. The Board is committed to working in collaboration with the Association to foster a safe and effective learning environment for its students and to promote open lines of communication with its employees.

Staff Safety meetings:

In an effort to foster a safe working and learning environment, the Administration and the Association agree to meet quarterly to discuss staff safety and student discipline issues.

Filing of Reports/Right to Contact Local Law Enforcement:

Pursuant to C.G.S. Section 10-233g(a), where there is a physical assault made by a student upon a teacher or other school employee on school property or in the performance of school duties and such employee files a written report with the school principal based upon such assault, the school building principal shall report such physical assault to the local police authority. Pursuant to C.G.S. Section 10-233g(b), no school administrator shall interfere with the right of any employee to file a complaint with the local police authority in cases of threats of physical violence and physical assaults by a student against such employee.

ARTICLE IX EXTENDED LEAVES

9 – 1 Leaves For Improvement or Education

Leaves of absence without pay may be granted at the discretion of the Board to members of the unit for acquiring experiences in learning which would contribute to the member’s effectiveness as an employee of the Newington School System provided that applications for such leaves of absence must be made in writing prior to March 1 of the preceding year.

Upon their return to Newington, employees who have been absent on leave will be given the positions they formerly held or others for which they are qualified. Leaves for improvement through experience or education shall be granted only to those who have completed three (3) years of service in Newington. When employees return from this type of leave, their years of absence shall be credited to them for determining their position on the salary schedule. Leaves of this type shall be granted for only one (1) year. Requests for extension, if granted, shall be for only one (1) additional year. Leaves for improvement or education may be granted for the following purposes:

1. Study at accredited colleges or universities.
2. Travel for professional improvement.
3. Teaching in the military service.
4. Teaching in a foreign country.
5. Teaching in another part of the United States.

When a leave is granted solely to study at accredited colleges or universities, a minimum of nine (9) semester hours will be carried each semester while the leave is in effect.

9 – 2 **Sabbatical Leaves**

Sabbatical Leaves of one-half (1/2) year or one (1) full year may be granted at the discretion of the Board to members of the unit upon recommendation by the Superintendent for approved scholarly programs whether or not carried on in an academic institution, subject to the following conditions:

9– 2.1 Not more than 1% of the teaching staff shall be absent on Sabbatical Leave at any one time.

9– 2.2 Requests for Sabbatical Leave must be received by the Superintendent no later than December 31 of the year preceding the school year for which the Sabbatical Leave is requested. It is understood that the deadline of December 31 may be waived at the discretion of the Superintendent when fellowship grants and/or scholarships awarded late in the year make such a deadline unreasonable.

9–2.3 The applicant has completed at least four (4) consecutive full years of service in the Newington Schools.

9– 2.4 Teachers on Sabbatical Leave will be paid 75% of their annual contract rate in effect for the contract year in which the Sabbatical Leave occurs. Insurance programs will be continued and all normal deductions shall be made.

9– 2.5 The teacher shall agree to return to employment in Newington for one and one-half (1 ½) years in the event of a one-half (1/2) year's leave, and three (3) full years in the event of a full year's leave. When teachers return from this type of leave, their time of absence shall be credited to them for determining their position on the salary schedule.

9 – 3 **Exchange Teaching**

9- 3.1 Exchange Teaching Leaves of one (1) full year may be granted at the discretion of the Board for certified personnel to participate in exchange teaching programs approved by the Superintendent and Board subject to the following conditions:

9– 3.2 The teacher has completed at least three (3) consecutive full years of continuous service in the Newington Schools.

9– 3.3 Teachers on Exchange Leaves shall be paid full salary. All regular deductions shall be made, and insurance programs shall be continued.

9– 3.4 The teacher shall agree to return to employment in Newington for three (3) full years after Exchange Teaching Leave. When teachers return from this type of leave, their time of absence shall be credited to them for determining their position on the salary scale.

9 – 4 **Health Leaves**

9– 4.1 Leaves of absence for health reasons may be granted by the Board to members of the unit on recommendation by the Superintendent subject to the following conditions:

9– 4.2 The applicant has completed at least three (3) consecutive full years of service in the Newington schools.

9– 4.3 This type leave shall be limited to one (1) year only.

9– 4.4 The year's absence shall not be credited to the teacher for determining position on the salary scale.

9– 4.5 Insurance programs will be continued.

9– 4.6 Upon return from a health leave, the teacher will be given the position formerly held or another for which the teacher is qualified and certified.

9 – 5 **Maternity Leaves**

9- 5.1 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be treated as temporary disabilities for all job-related purposes. (The term “temporary disability” shall be interpreted as being within the meaning of the term “sick” as used in Section 10-156 of the Connecticut General Statutes.)

9– 5.2 Accumulated sick leave shall be available for use during periods of such disability.

9– 5.3 Disability leave beyond any accumulated sick leave shall be available, for such reasonable further period of time as the employee is determined by a physician to be disabled from performing the duties of the position, because of pregnancy or conditions attendant thereto.

9– 5.4 Policies involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, protection under health or temporary

disability plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.

9- 5.5 Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.

9- 5.6 The teacher shall notify the Superintendent in writing at least two (2) months before the leave is to become effective unless emergency conditions exist.

9- 5.7 Prior to pregnancy-related disability leave becoming effective, the teacher must present a written statement from a physician certifying that she will be unable to perform employment duties as of a specific date or that continued employment might jeopardize the health of the member and/or the unborn child. To aid the school district in finding a satisfactory replacement during the period of leave, the written statement from the physician must set forth the anticipated duration of the disability. Should change in this anticipated duration occur supplementary written physician's statements must be provided.

9 - 6 **Childrearing Leaves**

9- 6.1 Leaves of absence for childrearing purposes may be granted by the Superintendent to members of the unit subject to the following conditions:

9- 6.2 In general, this type of leave shall be limited to one (1) year only provided, however, that in the discretion of the Superintendent of Schools, whenever a childrearing leave is granted within the middle of school year, the one (1) year may be extended to include the remainder of the following school year.

9- 6.3 The year's absence shall not be credited to the teacher for determining position on the salary scale.

9- 6.4 Life insurance shall be paid by the Board for teachers on childrearing leaves.

9- 6.5 Upon return from a childrearing leave the teacher shall be given the position formerly held or another for which the teacher is qualified and certified.

9 - 7 **Military Service Leaves**

Military Service Leaves shall apply as set forth in Section 10-156c and d of the General Statutes of the State of Connecticut.

9 - 8 **Career Enrichment Leaves**

9-8.1 Leaves of absence without pay may be granted at the discretion of the Board to tenured members of the unit for the purpose of exploring alternative vocations. In general these leaves shall coincide with the school year.

9- 8.2 These leaves shall be applied for prior to March 1 of the year preceding the year in which the leave is to be taken. The Superintendent of Schools, in his discretion, may extend this date to June 1 of such year. The duration of the leave shall be for one (1) full school year.

9- 8.3 At the end of the leave if the employee returns to employment in Newington, the teacher will be given the position formerly held or another for which the teacher is qualified and certified.

9- 8.4 The employee on leave will notify the Board, in writing, by the March 1 date prior to the expiration of the leave that the employee intends to return to employment in Newington.

9- 8.5 The year's absence shall not be credited to the teacher for determining position on the salary scale.

9 - 9 **Effect of Leaves of Absence on Section 14-4 of Article XIV**

Teachers on leave of absence are subject to the provisions of Section 14-4 of this Agreement. The only exception is those on Military Leave whose return to employment is governed by Section 10-156d of the General Statutes of the State of Connecticut.

9 -10 **Insurance Benefits and Extended Leaves**

When a member of the unit is on extended leave and insurance benefits listed in Section 8-1 are not provided by the Board of Education, these insurance benefits may remain in force throughout the extended leave provided the member of the unit pays the cost of such insurance to the business office one (1) month prior to the premium due date.

ARTICLE X
CLASS SIZE

10 - 1 The Board and the Association recognize that pupil-teacher ratio is one of the important aspects of an effective education program. Therefore, from an educational viewpoint and from the viewpoint of providing a good working environment for teachers, the parties recognize the desirability of limiting the number of students participating in class, of equalizing as much as possible the number of students assigned to the various classes conducted within a grade level or subject area, of limiting the number of students assigned to a student station in a class and, consistent with federal and state law, of giving equitable consideration to the assignment of students with special needs to non-special education classes and programs. To that end, it is the policy of the Board, to an extent consistent with sound educational principles, fiscal limitations, the physical facilities of the system, instructional time and the needs of the students, to limit and to equalize class size with regard to the needs of the students and/or the class.

An advisory committee for each building consisting of two (2) NTA representatives from that building will have an opportunity each year in May to provide advice to their building principal regarding class size.

On October 15 each year, Notice of Class Size report will be provided to the NTA President.

ARTICLE XI
PROFESSIONAL VACANCIES

11 – 1 A vacancy is defined as any open position as designated by the administration after allowances have been made for necessary interschool and intraschool adjustments, placement of staff returning from leave, and decisions concerning voluntary requests for transfer. The provisions of this article shall apply only to vacancies to be filled at the beginning of a school year and new positions established at any time by the Board of Education, and these shall be filled pursuant to the following procedures. Positions established for one school year or less than one (1) school year shall not be subject to the provisions of this paragraph.

11 – 1.1 Notice of such vacancies or new positions shall be posted in every school and a copy sent to the Association at least fifteen (15) days prior to the final date when applications must be submitted.

11 – 1.2 Said notice of vacancy or new position shall clearly set forth the qualifications for the positions.

11 – 1.3 Teachers who desire to apply for such vacancies or new positions shall file their applications in writing within the time limit specified in the notice.

11 – 1.4 Such vacancies or new positions shall be filled from applicants to include part-time and full-time teachers both within and outside the system on the basis of fitness for the vacant post, provided, however, that where two or more applicants are substantially equal in qualifications the applicant with the greatest amount of seniority in the Newington School System shall be given preference.

11 – 1.5 Notwithstanding the provisions of Section 11 – 1.1 above, all notices of vacancies or new positions occurring during the summer months prior to August 1 will be posted and kept up-to-date in the school administration office and a copy sent to every school for posting. A request for a list of openings will be honored.

ARTICLE XII
WORK DAY/WORK YEAR

12 – 1 Any extension of the work year, beyond that established for the 2014-2015 work year, shall be compensated at the per diem rate of 184.5 x the teacher's annual salary for each day the work year is extended for teachers.

12 – 2 Extensions to the work year shall include the following and shall be compensated in accordance with Section 12.1:

- a. **High School Counselors'** work year shall include six (6) additional workdays that are to be scheduled by mutual agreement with the building administrator, by December 31 of each year. The purpose of these additional workdays include, but is not limited to, the management of course enrollment for new and existing students, the management of matters including transcripts and grading, meeting with families, and other outstanding responsibilities counselors are otherwise unable to manage during the regular school year.

- b. **Middle School Counselors'** work year shall include four (4) additional workdays that are to be scheduled by mutual agreement with the building administrator, by December 31 of each year. The purpose of these additional workdays include, but is not limited to, the management of course enrollment for new and existing students, the management of matters including transcripts and grading, meeting with families, and other outstanding responsibilities counselors are otherwise unable to manage during the regular school year.
- c. **Special Education Teachers'** work year shall include one (1) additional workday immediately preceding the teacher work year. The purpose of this additional workday is to allow special education case managers and paraeducators to meet to review students' individualized education programs, prepare materials and implementation plans for each student and to address other outstanding responsibilities. The goal for this collaborative effort is to ensure a successful start to the school year through effective program implementation.
- d. **Instructional Coaches'** work year shall include six (6) additional workdays that are to be scheduled by mutual agreement with the building administrator, by December 31 of each year. The purpose of these additional workdays is to attend professional learning, which is generally scheduled during the third week of June and the second week of August. The goal of this professional learning is to improve instructional coaches' capacity to engage educators in effectively implementing district and school improvement efforts.

12 – 3 A work day scheduled as a school day, which as a result of an emergency does not meet the legal requirements of a school day, shall not be considered a day in the work year.

12 – 4 The teacher work day shall generally be defined to include the student day plus forty (40) minutes. The teachers recognize that their responsibility to their students and their profession at times requires the performance of duties that involve the expenditure of time beyond that of the normal working day. The annual open house, conference days, staff meetings, department meetings and committee meetings are examples of such duties.

12–5 If the Board, at its discretion, lengthens the teacher work day beyond the hours in effect during the 2014-15 school year it shall compensate the professional staff members at a rate of compensation based upon a pro-rating of the staff members' annual salary equal to a percentage of the time the teacher work day is extended.

12 – 6 When meetings are called there shall be an agenda which identifies the purpose of the meeting, the business to be conducted, and the approximate duration.

In general, required meetings which occur outside the normal workday will be limited to one (1) per week, which in duration will be less than one (1) hour. PPT's are excluded.

12 –7 The teacher work day shall include a duty-free lunch period of thirty (30) minutes. The duty free lunch shall commence when students are dropped off at the cafeteria and shall conclude when students are picked up from the cafeteria.

12 – 8 When members of the unit at any level are assigned for the purpose of supervising students at dances, concerts, middle school drama club performances, the high school variety show, graduation, or on spectator buses to athletic events, such assignments shall first be made from a list of qualified volunteers, if any. If there are no such qualified volunteers, then, and only in such event, assignments of members of the unit shall be made on a rotational basis within each school. Compensation for such assignments shall be set forth in Appendix B. The time

sheet to be used is also found in the appendices in this agreement. Those members already being compensated under Appendix B-2 and those members who perform such supervisory duties pursuant to the responsibilities of their job description shall not receive additional compensation under this article for activities involving their group.

ARTICLE XIII
RESEARCH AND DEVELOPMENT

13 – 1 The Board and the Association realize the positive value of research and development upon the improvement of instruction in the Newington schools.

ARTICLE XIV
TRANSFER AND/OR SEPARATION

14 – 1 Transfers may be voluntary or involuntary. A transfer is generally defined as a change in assignment from one school building to another school building. Staff members who are assigned by program rather than by building are an exception to this definition. For program staff a transfer is a change in assignment that results in a change from one program to another or from a program assignment to a regular building classroom position. Certification is a major consideration in all transfers.

14 – 2 **Voluntary Transfers**

14 – 2.1 Requests must be made to the Superintendent of Schools or his designee in writing no later than March 1 of the preceding school year.

14 – 2.2 Prior to submitting a written request for a transfer, the teacher will meet with the building principal or supervisor to discuss the request. This meeting will be necessary before a transfer request can be given consideration.

14 – 2.3 Transfers will be made only if an opening exists for which the teacher is certified and such transfer is in the best interest of the school system.

14 – 2.4 When voluntary transfers are approved, the greater length of full-time service in the Newington School System, since last date of hire, shall be a consideration.

14 – 2.5 All requests for transfer shall remain on file for one (1) year and shall be considered for any vacant position which would be filled by a person under a signed, initial teaching contract.

14 – 3 **Involuntary Transfers**

14 – 3.1 When a teacher is transferred involuntarily, it shall be to a position for which the teacher is certified and to a comparable position if possible.

14 – 3.2 An involuntary transfer shall be made only after meeting between the teacher involved and the Superintendent of Schools or the Assistant Superintendent of Schools at which time the teacher shall be notified in writing of the reason for the transfer.

14 – 3.3 When involuntary transfers are necessary, the greater length of full-time, continuous service in the Newington School System shall be a consideration.

14 – 4 **Separation and Recall Procedures**

14 – 4.1 Determination of those who are to be released is to be in the following order:

- (a) Voluntary retirement and terminations
- (b) Non-tenure teachers
- (c) Tenure teachers

14 – 4.2 Separation - This procedure shall apply only to members of the unit who hold tenure status. Determination of non-tenure teachers to be laid off shall be made by the Board, acting through the Superintendent. When voluntary retirements, voluntary terminations, or non-renewal of non-continuing contracts are insufficient to meet a required staff reduction, certification and years of regular service to the Newington School System, since last date of hire, will be the primary considerations in determining those to be separated.

The following guidelines will apply:

- (a) If positions are eliminated the persons with the least total regular service in the Newington School System holding these positions will be considered first for reassignment or release.
- (b) All certification on file in the personnel office for the staff members affected will be reviewed and reassignment will be made to another position for which certification is held.
- (c) If no appropriate position is available for reassignment but the staff member whose position has been eliminated has had more regular service in Newington than others in that certification area, the staff member with the least regular service in the Newington School System will be released.
- (d) Regular service for this purpose includes only service rendered under a normal individual salary agreement. It does not include service as a long-term or day-to-day substitute, student teaching, or volunteer service.
- (e) As a result of (a) through (d), staff reduction will affect, in general, those with the least amount of experience in the Newington School System.

14 - 4.3 **Recall** -

- (a) The name of any tenured teacher whose services have been terminated because of the elimination of a position or a reduction in professional staff shall be placed upon a reappointment list and remain on such list for three (3) years provided such teacher does not refuse a reappointment and provided such teacher applies in writing by registered mail for retention of his name on said list on or before March 1 of each year subsequent to his termination.
- (b) Recall will be based on a reversal of the staff reduction criteria.

(c) No new teacher shall be hired in a certification area until all teachers on the reappointment list with that certification have been recalled or decline the opening, assuming requirements of 14-4.3 (a) have been met.

14 - 4. Layoff is a termination of employment governed by Conn. Gen. Stat. § 10-151, and it is subject to review in accordance with statute and in no other manner.

ARTICLE XV TEACHING ASSIGNMENT

15 - 1 Notification of Assignment

The teacher shall be notified in writing of the grade, subject(s), position, and school(s) to which they will be assigned as soon as practicable and under normal circumstances not later than ten (10) school days prior to the end of the preceding school year. In the event a change in circumstances or condition occurs after notification, assignments may be changed as required to meet the situation and the teacher will be notified as soon as possible.

15 - 2 Planning Period

In general, a minimum of one (1) planning period per day shall be given. A planning period shall be defined as self-directed time to be devoted to activities affecting teaching readiness and the improvement of pupil adjustment and achievement.

It is the goal of the Board of Education and the Superintendent of Schools to achieve an average of 45 minutes a day of planning time on a weekly basis for elementary staff, of which 25 minutes shall be daily, continuous and self-directed. With whatever staff is available at the beginning of each school year, the administration will develop a plan to provide adequate planning time for the staff. The "planning time" plans at each building will be developed in such a manner to assure staff input. On scheduled legal length days or on delayed opening days, each teacher in the elementary schools who is scheduled for a special will receive a condensed special on such days.

The Board of Education shall make a reasonable effort to provide a substitute for each teacher who is absent from school for illness or temporary leave. In the event that a substitute is not available, then a teacher may be assigned to the class of the absent teacher. Such assignments shall first be made from a list of qualified volunteers, if any. If there are no such volunteers or an insufficient number of volunteers, then and only in such event, assignment of members of the unit shall be made on a rotational basis within each school. When a teacher so assigned loses planning time, said teacher shall be compensated according to the schedule in Appendix B.

15 - 3 Secondary Preparations

In general, secondary teachers (9 - 12) shall not be required to teach more than two preparations per term. Exceptions may be made where curriculum offerings for more than one school year would have to be curtailed or where unusual circumstances of programming make no other efficient alternative possible. The above provision shall not prohibit any teacher from voluntarily agreeing to teach more than two preparations.

15 - 4 Distribution of Duties

In general, teacher assignments such as corridor duty, homeroom duty, study hall supervision, cafeteria supervision, playground duty and bus duty shall be equitably distributed among all teachers. When a teacher assigned to such duties or supervision in place of an absent teacher loses planning time as a result of such assignment, such teacher shall be compensated according to the schedule in Appendix B, pursuant to Section 15-2.

When a teacher is assigned to undertake the responsibilities of another teacher attending planning and placement team meetings, workshops and other school related meetings and such undertaking results in the loss of planning time, then such assigned teacher shall be compensated according to the schedule in Appendix B, pursuant to Section 15-2 on the previous page.

Itinerant teachers shall perform duties in one (1) school only.

15 - 4.1 Each member of the bargaining unit required to enter student based formative assessment data shall receive one data entry period per week in lieu of a designated duty. Time allocation for data entry shall be, in general, 45 minutes a week of which 25 minutes shall be continuous. In the event that a teacher with formative assessment responsibilities does not receive the allotted 45 minutes per week, the teacher will be entitled to receive compensation for this lost time (up to a maximum of forty-five minutes per week) per the Loss of Data Entry Time provision in Appendix B. The 45 minute data period is based on a full week schedule. In weeks where modified schedules occur, the time allotment may vary.

ARTICLE XVI GENERAL PROVISIONS

16 - 1 If any provision of this agreement or any application of this Agreement to any employee or group of employees is held contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

16 - 2 This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

16 - 3 This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any subject whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated and executed this Agreement.

16 - 4 A copy of the complete text of this Agreement or any successor Agreement will be provided for each member of the unit and a copy of the Board Policy Book will be available in each school.

16 - 5 The Board will keep an accurate, up-to-date, and complete listing of the following information and provide this information by November 1 of the current year to the Association. The Board will notify the Association's designated membership chair of any changes in a unit member's employment status within thirty (30) days of such change.

- (a) All personnel who are members of the unit.
- (b) The step, scale, and salary of all members of the unit.
- (c) The duration of employment in Newington of each member of the unit.

- (d) The number of credits on file for each member of the unit beyond his current salary scale.
- (e) A record of accumulated sick days for each member of the unit.
- (f) A record of supplementary duties under Appendices B and C of this Agreement.

16-6 The Board agrees that when reassigned to a new classroom for the year, the teacher will pack and label boxes of classroom materials, but will not be required to move the boxes.

16-7 Any member of the bargaining unit who agrees upon request by an administrator to translate/interpret for the school district at a PPT, meeting with an administrator, parent-teacher conference or school registration shall be paid at the curriculum rate as a stipend for the time spent providing such services.

16.8 Supplemental Pay for Professional Learning Facilitation. Certified staff who facilitate professional learning sessions for Newington educators on Learning Tuesdays and District PL days will be paid according to this following scale:

Task	Amount
Facilitation within the contracted day of a new workshop	- \$50 an hour for preparation time - 2 hours of prep for every hour of presentation
Facilitation within the contracted day of a previously prepared workshop	- \$50 an hour for preparation time - 1 hour of prep for every hour of presentation
If preparing and facilitating professional learning is part of a teacher's job description (instructional coaches, literacy coaches) they are not eligible to receive additional remuneration.	

The following procedures will be followed:

In order to maintain consistent and high expectations for professional learning in the district, presentations need to be vetted for content and format.	
Professional Learning sessions must be vetted through a district designee prior to the session.	<u>Designees:</u> - Elementary – Assistant Superintendent for Curriculum and Instruction
NPS Data will be enhanced to serve as the conduit for this process	- Middle School – Director of Secondary Education - High School – Director of Secondary Education
Designees are looking for: <ul style="list-style-type: none"> • alignment of content with school and district goals • accuracy and appropriateness of content • application driven and participatory format of presentation 	
In the event that a designee has questions regarding the content or format, they will meet (in person, by phone or by email) with the facilitator within three school days of submission.	
The process for submission, approval and payment will take place within the existing NPS Data system.	
A common feedback form will be used for all PL sessions.	

For the purposes of this section, the following definitions apply:

- Planning and preparation - developing a session for professional learning, the planning of which takes place outside of the contracted school day.
- Facilitator - primary presenter, who coordinates the session

The parties agree that this section presents an opportunity for certified staff to earn additional compensation by facilitating professional learning above their normal salaried assignment by participating in a completely voluntary arrangement, and members of the bargaining unit are in no way obligated to perform the work described above. Denied facilitation is not grievable.

ARTICLE XVII
DURATION AND RENEWAL

17 - 1 The Board and the Association agree that all points covered herein above constitute the full and complete agreement between them. No member of the unit or authorized representative, agent or employee of the board may enter into any separate agreement or understanding which will be inconsistent with the terms of this Agreement. Any such separate agreement will not be binding upon the parties hereto, unless mutually agreed upon and expressly adopted in writing.

The provisions of the Agreement shall be effective as of July 1, 2024 and shall continue and remain in full force and effect to and including June 30, 2027

During the term of this Agreement, either the Association or the Board may initiate reopener negotiations over the provisions of Article VIII only in either of two circumstances: (1) if the cost of medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) or (2) if there is any material amendment to federal or state law that would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share, allocation of responsibility for paying an excise tax (if any), and/or introduction of an additional optional health insurance plan.

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

NEWINGTON BOARD OF EDUCATION

By Bruce Fletcher
Bruce Fletcher, Chairperson

Date

09/20/2023

NEWINGTON TEACHERS' ASSOCIATION

By Holly Miotke
Holly Miotke, President

Date

9-18-23

APPENDIX A

184.5 Days

2024-2025 Salary Schedule

Lane Abandonment (BA+30, MA+30, 6th Yr+15)

*Highlighted salary scale lanes are no longer available to members of the unit looking to advance on the salary scale after September 15, 2015 unless such advancement was approved prior to July 1, 2015.

Step	Bachelors'	+15	+30	Masters'	+15	+30	CAGS	+15	+30	Doctorate
1										
2	49,318	50,864	52,468	53,300	54,980	56,715	57,608	59,425	61,308	62,275
3	50,338	51,923	53,562	54,405	56,130	57,898	58,811	60,665	62,594	63,583
4	52,368	54,022	55,718	56,599	58,388	60,238	61,189	63,133	65,139	66,164
5	54,566	56,286	58,066	58,979	60,843	62,776	63,751	65,784	67,867	68,940
6	56,915	58,714	60,579	61,522	63,484	65,493	66,530	68,646	70,828	71,938
7	59,470	61,349	63,294	64,298	66,328	68,443	69,525	71,734	74,010	75,181
8	62,230	64,200	66,233	67,288	69,417	71,612	72,756	75,065	77,458	78,681
9	65,202	67,274	69,410	70,504	72,745	75,058	76,250	78,678	81,181	82,471
10	68,422	70,600	72,840	73,982	76,346	78,774	80,016	82,575	85,204	86,557
11	72,079	74,378	76,743	80,041	82,598	85,228	86,578	89,352	92,194	93,665
12	74,206	76,575	79,009	83,407	86,072	88,814	90,224	93,118	96,079	97,614
13	78,576	81,085	83,663	88,849	91,688	94,609	96,113	99,196	102,352	103,989
14	88,575	91,402	94,308	100,688	103,906	107,218	108,922	112,416	115,993	117,852

Employees new to the school district shall be placed on the appropriate salary scale in accordance with official transcripts provided by them.

The Board shall pay an annual stipend of \$2,000 to any teacher who is certified by the National Board for Professional Teaching Standards (NBPTS)

Qualifications for the CAGS Scale will normally be through the receipt of a 6th year certificate or a second Masters' degree. A member of the unit who completes 30 credits beyond the Masters' placement not resulting in a 6th year certificate or a second Masters' degree, may request an evaluation of the 30 credit program by the Superintendent of Schools as an alternative means of qualifying for the CAGS Scale. The Superintendent's decision shall not be a subject for the grievance procedure.

Longevity: \$290 @ 15 years \$1,138 @ 20 years \$2,276 @ 25 years
 \$3,419 @ 30 years \$4,562 @ 35 years

APPENDIX A

184.5 Days

2025-2026 Salary Schedule

Lane Abandonment (BA+30, MA+30, 6th Yr+15)

*Highlighted salary scale lanes are no longer available to members of the unit looking to advance on the salary scale after September 15, 2015 unless such advancement was approved prior to July 1, 2015.

Step	Bachelors'	+15	+30	Masters'	+15	+30	CAGS	+15	+30	Doctorate
1										
2	49,934	51,500	53,124	53,966	55,667	57,424	58,328	60,167	62,074	63,053
3	50,968	52,572	54,232	55,085	56,832	58,622	59,546	61,423	63,376	64,378
4	53,022	54,697	56,414	57,306	59,118	60,991	61,954	63,923	65,953	66,991
5	55,248	56,989	58,792	59,716	61,604	63,561	64,548	66,606	68,715	69,802
6	57,626	59,448	61,336	62,291	64,277	66,311	67,362	69,505	71,714	72,837
7	60,214	62,116	64,086	65,102	67,157	69,299	70,394	72,630	74,935	76,121
8	63,008	65,002	67,061	68,129	70,285	72,507	73,666	76,003	78,427	79,665
9	66,017	68,114	70,278	71,386	73,654	75,996	77,203	79,662	82,196	83,502
10	69,277	71,482	73,751	74,907	77,300	79,758	81,016	83,608	86,269	87,639
11	72,980	75,308	77,703	81,042	83,630	86,294	87,660	90,469	93,347	94,836
12	75,134	77,533	79,997	84,449	87,148	89,925	91,352	94,282	97,280	98,834
13	79,558	82,099	84,709	89,960	92,834	95,792	97,314	100,436	103,631	105,289
14	90,789	93,687	96,666	103,205	106,504	109,898	111,645	115,226	118,893	120,798

Employees new to the school district shall be placed on the appropriate salary scale in accordance with official transcripts provided by them.

The Board shall pay an annual stipend of \$2,000 to any teacher who is certified by the National Board for Professional Teaching Standards (NBPTS)

Qualifications for the CAGS Scale will normally be through the receipt of a 6th year certificate or a second Masters' degree. A member of the unit who completes 30 credits beyond the Masters' placement not resulting in a 6th year certificate or a second Masters' degree, may request an evaluation of the 30 credit program by the Superintendent of Schools as an alternative means of qualifying for the CAGS Scale. The Superintendent's decision shall not be a subject for the grievance procedure.

Longevity: \$290 @ 15 years \$1,138 @ 20 years \$2,276 @ 25 years
 \$3,419 @ 30 years \$4,562 @ 35 years

APPENDIX A

184.5 Days

2026-2027 Salary Schedule

Lane Abandonment (BA+30, MA+30, 6th Yr+15)

*Highlighted salary scale lanes are no longer available to members of the unit looking to advance on the salary scale after September 15, 2015 unless such advancement was approved prior to July 1, 2015.

Step	<u>Bachelors'</u>	<u>+15</u>	<u>+30</u>	<u>Masters'</u>	<u>+15</u>	<u>+30</u>	<u>CAGS</u>	<u>+15</u>	<u>+30</u>	<u>Doctorate</u>
1										
2	50,559	52,143	53,788	54,641	56,363	58,142	59,057	60,920	62,850	63,841
3	51,605	53,229	54,910	55,773	57,542	59,354	60,291	62,191	64,168	65,182
4	53,685	55,381	57,120	58,023	59,857	61,753	62,729	64,722	66,778	67,828
5	55,938	57,702	59,527	60,463	62,374	64,355	65,355	67,439	69,574	70,674
6	58,346	60,191	62,103	63,069	65,081	67,140	68,204	70,373	72,610	73,748
7	60,966	62,893	64,887	65,915	67,996	70,165	71,274	73,538	75,872	77,072
8	63,796	65,815	67,899	68,980	71,163	73,414	74,586	76,953	79,407	80,661
9	66,842	68,966	71,156	72,278	74,575	76,946	78,169	80,658	83,223	84,546
10	70,143	72,376	74,673	75,843	78,266	80,755	82,029	84,653	87,347	88,734
11	73,892	76,249	78,674	82,055	84,676	87,372	88,756	91,600	94,513	96,022
12	76,073	78,502	80,997	85,505	88,237	91,049	92,494	95,460	98,496	100,070
13	80,553	83,125	85,768	91,084	93,994	96,989	98,530	101,691	104,926	106,605
14	93,286	96,264	99,324	106,043	109,432	112,920	114,715	118,395	122,163	124,120

Employees new to the school district shall be placed on the appropriate salary scale in accordance with official transcripts provided by them.

The Board shall pay an annual stipend of \$2,000 to any teacher who is certified by the National Board for Professional Teaching Standards (NBPTS)

Qualifications for the CAGS Scale will normally be through the receipt of a 6th year certificate or a second Masters' degree. A member of the unit who completes 30 credits beyond the Masters' placement not resulting in a 6th year certificate or a second Masters' degree, may request an evaluation of the 30 credit program by the Superintendent of Schools as an alternative means of qualifying for the CAGS Scale. The Superintendent's decision shall not be a subject for the grievance procedure.

<u>Longevity:</u>	\$290 @ 15 years	\$1,138 @ 20 years	\$2,276 @ 25 years
	\$3,419 @ 30 years	\$4,562 @ 35 years	

APPENDIX B
MISCELLANEOUS SALARY DIFFERENTIALS

Appendix B-1 (Salary Differential for Extra Responsibility)	2024-2025	2025-2026	2026-2027
Head Teacher	\$2,771	\$2,840	\$2,919
Program Leader	\$2,232	\$2,288	\$2,350
Program Leader (K-12)	\$4,320	\$4,428	\$4,549

Appendix B-2 (Extra Work)

Members of the unit who shall provide the extra services as set forth on this Appendix B-2 shall be selected first from qualified volunteers. In the event that no such qualified volunteer is available for such selection, then and only in such event, the members of the unit may be assigned for the period of one (1) school year to so provide such extra services.

Notice of Extra Work vacancies shall be posted in each school.

	2024-2025	2025-2026	2026-2027
<u>HIGH SCHOOL:</u>			
<u>Year Book</u>			
Advisor	\$4,407	\$4,517	\$4,641
Art	\$3,354	\$3,438	\$3,532
<u>Music Production</u>			
Stage Director	\$3,488	\$3,576	\$3,674
Music Director (in charge of musical production)	\$3,875	\$3,972	\$4,081
Orchestral Director	\$2,910	\$2,983	\$3,065
Set Coordinator	\$1,927	\$1,975	\$2,029
Costume Coordinator	\$1,046	\$1,072	\$1,102
Audiovisual Club	\$2,396	\$2,456	\$2,524
Band Director	\$4,324	\$4,432	\$4,554
Chamber Choir	\$1,882	\$1,929	\$1,982
Chamber Orchestra	\$1,691	\$1,734	\$1,781
Culinary Events Coordinator	\$2,810	\$2,880	\$2,960
Choreographer	\$1,703	\$1,745	\$1,793
DECA Club	\$2,396	\$2,456	\$2,524
Dramatic Club	\$2,534	\$2,597	\$2,669
Dramatic Club Technical & Set Director	\$734	\$752	\$773
Jazz Ensemble	\$1,691	\$1,734	\$1,781
Mathematics League	\$2,396	\$2,456	\$2,524
Student Government Advisor	\$5,238	\$5,369	\$5,517
National Honor Society	\$2,964	\$3,038	\$3,122
Student Publication	\$4,309	\$4,417	\$4,539
<u>Class Advisors</u>			
Senior Class Coordinator	\$2,451	\$2,512	\$2,581
Senior Class Advisor (2)	\$2,117	\$2,170	\$2,229
Junior Class Coordinator	\$2,367	\$2,427	\$2,493
Junior Class Advisor	\$2,028	\$2,079	\$2,136
Sophomore Class Coordinator	\$1,860	\$1,906	\$1,959
Sophomore Class Advisor	\$1,691	\$1,734	\$1,781
Freshman Class Coordinator	\$1,691	\$1,734	\$1,781

	2024-2025	2025-2026	2026-2027
<u>MIDDLE SCHOOL:</u>			
Student Publication	\$2,025	\$2,076	\$2,133
Student Government Advisor	\$3,797	\$3,892	\$3,999
Dramatic Club	\$2,363	\$2,422	\$2,489
Student Store	\$1,629	\$1,669	\$1,715
TV Studio	\$1,335	\$1,368	\$1,406
<u>ELEMENTARY SCHOOL:</u>			
Student Government Advisor	\$1,126	\$1,154	\$1,186
TV Studio	\$1,335	\$1,368	\$1,406
Student Store	\$556	\$570	\$585
<u>SCHOOL TREASURERS:</u>			
General Activities	\$3,151	\$3,230	\$3,319
High School Activities	\$4,841	\$4,962	\$5,098
Middle School Activities	\$1,773	\$1,818	\$1,868

Appendix B- 4 (Clubs)

	2024-2025	2025-2026	2026-2027
<u>High School</u>			
Fund to compensate advisors of other high school clubs formed as a result of student and staff interest, recommended by the principal, and approved by the superintendent	\$16,604	\$17,020	\$17,488
<u>Middle Schools:</u>			
Fund to compensate advisors of other middle school clubs formed as a result of student and staff interest, recommended by the principal, and approved by the superintendent	\$9,340	\$9,573	\$9,837
		PER HR.	
Summer School Staff	\$60.00	\$61.50	\$63.19
Curriculum Development	\$41.51	\$42.55	\$43.72
Homebound Instruction			
1 Student	\$55.00	\$56.38	\$57.93
2 Students	\$75.00	\$76.88	\$78.99
3 Students	\$85.00	\$87.13	\$89.52
Chairperson	\$55.00	\$56.38	\$57.93
Members of the unit serving as chairpersons or coordinators shall receive an additional	\$4.41	\$4.52	\$4.64
<u>Other:</u>			
TEAM Reader (per paper rate)	\$51.89	\$53.19	\$54.65
AP Booster	\$41.51	\$42.55	\$43.72
Adult Education Director	\$41.51	\$42.55	\$43.72
Supervisory Duties (Section 12-7)	\$41.51	\$42.55	\$43.72
Compensation for Loss of Planning Time (Section 15-2 or 15-4)	\$41.51	\$42.55	\$43.72
Compensation for Loss of Data Entry Time (Section 15-4.1)	\$41.51	\$42.55	\$43.72
When a member of the bargaining unit is assigned to attend a PPT meeting on a non-working day or for a portion of a meeting after 5:00 p.m. on a working day, he/she shall be compensated at an hourly rate for each year of the contract per hour for each hour or portion thereof worked.	\$41.51	\$42.55	\$43.72

	2024-2025	2025-2026	2026-2027
Unified Sports (High School)	\$2,591	\$2,656	\$2,729
Unified Sports (per each Middle School)	\$864	\$886	\$910
Unified Sports (per each Elementary School)	\$864	\$886	\$910

APPENDIX C -COACHING DIFFERENTIALS

2024-2025				
Positions	Step 1	Step 2	Step 3	Step 4
Baseball (B)	\$3,470	\$4,048	\$4,626	\$5,259
Assistants (2)	\$2,314	\$2,698	\$3,085	\$3,508
Basketball (B)	\$4,628	\$5,400	\$6,169	\$7,012
Assistants (2)	\$3,086	\$3,602	\$4,115	\$4,677
Basketball (G)	\$4,628	\$5,400	\$6,169	\$7,012
Assistants (2)	\$3,086	\$3,602	\$4,115	\$4,677
Cheerleading	\$4,628	\$5,400	\$6,169	\$7,012
Assistant	\$3,085	\$3,602	\$4,115	\$4,677
Cross Country (B)	\$2,697	\$3,148	\$3,599	\$4,090
Assistant	\$1,801	\$2,100	\$2,401	\$2,727
Cross Country (G)	\$2,697	\$3,148	\$3,599	\$4,090
Field Hockey (G)	\$3,278	\$3,822	\$4,371	\$4,965
Assistants (2)	\$2,188	\$2,550	\$2,915	\$3,313
Football	\$5,784	\$6,750	\$7,711	\$8,764
Assistants (4)	\$3,859	\$4,503	\$5,144	\$5,844
Golf – Coed	\$2,697	\$3,148	\$3,599	\$4,090
Assistant	\$1,801	\$2,100	\$2,401	\$2,727
Gymnastics (G)	\$3,469	\$4,048	\$4,626	\$5,256
Ice Hockey (B)	\$4,240	\$4,948	\$5,655	\$6,427
Assistant	\$2,829	\$3,302	\$3,773	\$4,319
Indoor Track – Coed	\$3,664	\$4,273	\$4,885	\$5,550
Assistant	\$2,444	\$2,851	\$3,259	\$3,703
Lacrosse (B)	\$3,664	\$4,273	\$4,885	\$5,550
Assistants (2)	\$2,444	\$2,851	\$3,258	\$3,703
Lacrosse (G)	\$3,664	\$4,273	\$4,885	\$5,550
Assistants (2)	\$2,444	\$2,851	\$3,258	\$3,703
Soccer (B)	\$3,664	\$4,273	\$4,885	\$5,550
Assistants (2)	\$2,444	\$2,851	\$3,258	\$3,703
Soccer (G)	\$3,664	\$4,273	\$4,885	\$5,550
Assistants (2)	\$2,444	\$2,851	\$3,258	\$3,703
Softball (G)	\$3,278	\$3,822	\$4,371	\$4,965
Assistant	\$2,188	\$2,550	\$2,915	\$3,313
Swimming (B)	\$3,854	\$4,500	\$5,142	\$5,842
Assistant	\$2,572	\$3,000	\$3,428	\$3,897
Swimming (G)	\$2,892	\$3,375	\$3,856	\$4,382
Assistant	\$1,930	\$2,248	\$2,573	\$2,923
Tennis (B)	\$2,507	\$2,924	\$3,342	\$3,799
Assistant	\$1,801	\$2,100	\$2,401	\$2,727
Tennis (G)	\$2,697	\$3,148	\$3,599	\$4,090
Assistant	\$1,801	\$2,100	\$2,401	\$2,727
Track (B)	\$3,084	\$3,599	\$4,113	\$4,673
Assistant	\$2,056	\$2,400	\$2,744	\$3,116

APPENDIX C -COACHING DIFFERENTIALS

2024-2025				
Positions	Step 1	Step 2	Step 3	Step 4
Track (G)	\$2,892	\$3,375	\$3,856	\$4,382
Assistant	\$1,930	\$2,248	\$2,573	\$2,923
Volleyball (B)	\$2,697	\$3,148	\$3,599	\$4,090
Assistant	\$1,800	\$2,100	\$2,400	\$2,728
Volleyball (G)	\$2,697	\$3,148	\$3,599	\$4,090
Assistant (2)	\$1,800	\$2,100	\$2,400	\$2,728
Wrestling (B)	\$4,048	\$4,722	\$5,398	\$6,135
Assistant	\$2,698	\$3,148	\$3,601	\$4,092

Intramurals	Fall:	\$590	Winter:	\$1,042	Spring:	\$494
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APPENDIX C -COACHING DIFFERENTIALS

2025-2026				
Positions	Step 1	Step 2	Step 3	Step 4
Baseball (B)	\$3,557	\$4,149	\$4,742	\$5,390
Assistants (2)	\$2,372	\$2,765	\$3,162	\$3,596
Basketball (B)	\$4,744	\$5,535	\$6,323	\$7,187
Assistants (2)	\$3,163	\$3,692	\$4,218	\$4,794
Basketball (G)	\$4,744	\$5,535	\$6,323	\$7,187
Assistants (2)	\$3,163	\$3,692	\$4,218	\$4,794
Cheerleading	\$4,744	\$5,535	\$6,323	\$7,187
Assistant	\$3,162	\$3,692	\$4,218	\$4,794
Cross Country (B)	\$2,764	\$3,227	\$3,689	\$4,192
Assistant	\$1,846	\$2,153	\$2,461	\$2,795
Cross Country (G)	\$2,764	\$3,227	\$3,689	\$4,192
Field Hockey (G)	\$3,360	\$3,918	\$4,480	\$5,089
Assistants (2)	\$2,243	\$2,614	\$2,988	\$3,396
Football	\$5,929	\$6,919	\$7,904	\$8,983
Assistants (4)	\$3,955	\$4,616	\$5,273	\$5,990
Golf – Coed	\$2,764	\$3,227	\$3,689	\$4,192
Assistant	\$1,846	\$2,153	\$2,461	\$2,795
Gymnastics (G)	\$3,556	\$4,149	\$4,742	\$5,387
Ice Hockey (B)	\$4,346	\$5,072	\$5,796	\$6,588
Assistant	\$2,900	\$3,385	\$3,867	\$4,427
Indoor Track – Coed	\$3,756	\$4,380	\$5,007	\$5,689
Assistant	\$2,505	\$2,922	\$3,340	\$3,796
Lacrosse (B)	\$3,756	\$4,380	\$5,007	\$5,689
Assistants (2)	\$2,505	\$2,922	\$3,339	\$3,796
Lacrosse (G)	\$3,756	\$4,380	\$5,007	\$5,689
Assistants (2)	\$2,505	\$2,922	\$3,339	\$3,796
Soccer (B)	\$3,756	\$4,380	\$5,007	\$5,689
Assistants (2)	\$2,505	\$2,922	\$3,339	\$3,796
Soccer (G)	\$3,756	\$4,380	\$5,007	\$5,689
Assistants (2)	\$2,505	\$2,922	\$3,339	\$3,796
Softball (G)	\$3,360	\$3,918	\$4,480	\$5,089
Assistant	\$2,243	\$2,614	\$2,988	\$3,396
Swimming (B)	\$3,950	\$4,613	\$5,271	\$5,988
Assistant	\$2,636	\$3,075	\$3,514	\$3,994
Swimming (G)	\$2,964	\$3,459	\$3,952	\$4,492
Assistant	\$1,978	\$2,304	\$2,637	\$2,996
Tennis (B)	\$2,570	\$2,997	\$3,426	\$3,894
Assistant	\$1,846	\$2,153	\$2,461	\$2,795
Tennis (G)	\$2,764	\$3,227	\$3,689	\$4,192
Assistant	\$1,846	\$2,153	\$2,461	\$2,795
Track (B)	\$3,161	\$3,689	\$4,216	\$4,790
Assistant	\$2,107	\$2,460	\$2,813	\$3,194

APPENDIX C -COACHING DIFFERENTIALS

2025-2026				
Positions	Step 1	Step 2	Step 3	Step 4
Track (G)	\$2,964	\$3,459	\$3,952	\$4,492
Assistant	\$1,978	\$2,304	\$2,637	\$2,996
Volleyball (B)	\$2,764	\$3,227	\$3,689	\$4,192
Assistant	\$1,845	\$2,153	\$2,460	\$2,796
Volleyball (G)	\$2,764	\$3,227	\$3,689	\$4,192
Assistant (2)	\$1,845	\$2,153	\$2,460	\$2,796
Wrestling (B)	\$4,149	\$4,840	\$5,533	\$6,288
Assistant	\$2,765	\$3,227	\$3,691	\$4,194

Intramurals	Fall:	\$605	Winter:	\$ 1,068	Spring:	\$ 506
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APPENDIX C -COACHING DIFFERENTIALS

2026-2027				
Positions	Step 1	Step 2	Step 3	Step 4
Baseball (B)	\$3,655	\$4,263	\$4,872	\$5,538
Assistants (2)	\$2,437	\$2,841	\$3,249	\$3,695
Basketball (B)	\$4,874	\$5,687	\$6,497	\$7,385
Assistants (2)	\$3,250	\$3,794	\$4,334	\$4,926
Basketball (G)	\$4,874	\$5,687	\$6,497	\$7,385
Assistants (2)	\$3,250	\$3,794	\$4,334	\$4,926
Cheerleading	\$4,874	\$5,687	\$6,497	\$7,385
Assistant	\$3,249	\$3,794	\$4,334	\$4,926
Cross Country (B)	\$2,840	\$3,316	\$3,790	\$4,307
Assistant	\$1,897	\$2,212	\$2,529	\$2,872
Cross Country (G)	\$2,840	\$3,316	\$3,790	\$4,307
Field Hockey (G)	\$3,452	\$4,026	\$4,603	\$5,229
Assistants (2)	\$2,305	\$2,686	\$3,070	\$3,489
Football	\$6,092	\$7,109	\$8,121	\$9,230
Assistants (4)	\$4,064	\$4,743	\$5,418	\$6,155
Golf – Coed	\$2,840	\$3,316	\$3,790	\$4,307
Assistant	\$1,897	\$2,212	\$2,529	\$2,872
Gymnastics (G)	\$3,654	\$4,263	\$4,872	\$5,535
Ice Hockey (B)	\$4,466	\$5,211	\$5,955	\$6,769
Assistant	\$2,980	\$3,478	\$3,973	\$4,549
Indoor Track – Coed	\$3,859	\$4,500	\$5,145	\$5,845
Assistant	\$2,574	\$3,002	\$3,432	\$3,900
Lacrosse (B)	\$3,859	\$4,500	\$5,145	\$5,845
Assistants (2)	\$2,574	\$3,002	\$3,431	\$3,900
Lacrosse (G)	\$3,859	\$4,500	\$5,145	\$5,845
Assistants (2)	\$2,574	\$3,002	\$3,431	\$3,900
Soccer (B)	\$3,859	\$4,500	\$5,145	\$5,845
Assistants (2)	\$2,574	\$3,002	\$3,431	\$3,900
Soccer (G)	\$3,859	\$4,500	\$5,145	\$5,845
Assistants (2)	\$2,574	\$3,002	\$3,431	\$3,900
Softball (G)	\$3,452	\$4,026	\$4,603	\$5,229
Assistant	\$2,305	\$2,686	\$3,070	\$3,489
Swimming (B)	\$4,059	\$4,740	\$5,416	\$6,153
Assistant	\$2,708	\$3,160	\$3,611	\$4,104
Swimming (G)	\$3,046	\$3,554	\$4,061	\$4,616
Assistant	\$2,032	\$2,367	\$2,710	\$3,078
Tennis (B)	\$2,641	\$3,079	\$3,520	\$4,001
Assistant	\$1,897	\$2,212	\$2,529	\$2,872
Tennis (G)	\$2,840	\$3,316	\$3,790	\$4,307
Assistant	\$1,897	\$2,212	\$2,529	\$2,872
Track (B)	\$3,248	\$3,790	\$4,332	\$4,922
Assistant	\$2,165	\$2,528	\$2,890	\$3,282

APPENDIX C -COACHING DIFFERENTIALS

2026-2027				
Positions	Step 1	Step 2	Step 3	Step 4
Track (G)	\$3,046	\$3,554	\$4,061	\$4,616
Assistant	\$2,032	\$2,367	\$2,710	\$3,078
Volleyball (B)	\$2,840	\$3,316	\$3,790	\$4,307
Assistant	\$1,896	\$2,212	\$2,528	\$2,873
Volleyball (G)	\$2,840	\$3,316	\$3,790	\$4,307
Assistant (2)	\$1,896	\$2,212	\$2,528	\$2,873
Wrestling (B)	\$4,263	\$4,973	\$5,685	\$6,461
Assistant	\$2,841	\$3,316	\$3,793	\$4,309

Intramurals	Fall:	\$622	Winter:	\$ 1,097	Spring:	\$ 520
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APPENDIX D

TEACHER'S INITIAL CONTRACT

The Board of Education of the Town of Newington, Connecticut, hereby agrees to employ _____ and _____ (to whom the term "teacher" hereinafter refers) hereby agrees to serve, under the direction of the Superintendent of Schools as a teacher in the public schools of said Town, for the school year beginning _____ and ending June 30, _____, subject to the conditions stated below.

In accordance with the provisions of the prevailing salary schedule and accompanying regulations of the Board of Education for said Town, the Board hereby agrees to pay said teacher, and said teacher hereby agrees to accept, for service during the above stated period, an annual salary rate of \$ _____ in periodic installments, payable alternate Fridays, September through June beginning _____ and subject to required deductions for the State Teachers' Retirement Fund and the United States Withholding Tax, and other agreed-to deductions which the teacher may in writing authorize.

This contract shall be renewed annually by operation of law during the period of said teacher's, non-tenured service unless the teacher has been notified in writing prior to May 1 in any one school year that the contract will not be renewed for the following year. For each year for which this contract is renewed the annual salary of the teacher shall be in accordance with the provisions of the prevailing salary schedule and accompanying regulations of the Board of Education for said Town, as set forth in any annual salary notification.

This contract may be terminated by mutual consent at any time. It may be terminated by the Board as provided by Statute. The teacher may resign for good reason by submitting at least thirty days' written notice at any time except during the month of August, during which month, unless the contract has been terminated by mutual consent or Board action, the teacher will accept employment with no other Board of Education in Connecticut; provided that in the event no salary agreement for the ensuing year has been signed by August 1, limitations on the teacher's resigning shall not be binding until such an agreement has been signed.

The teacher may, upon written request as provided by statute file with the Board after the receipt of any notice from the Board of its intention to terminate or not to renew this contract, be entitled to a hearing as provided by statute.

Notwithstanding the foregoing, persons holding a durational shortage area permit are employees at will, and termination of contract is not governed by statute.

This contract is and shall be subject to the prevailing statutes of the State of Connecticut and the prevailing rules and regulations of the Board of Education.

SIGNED: BOARD OF EDUCATION, NEWINGTON, CONNECTICUT

Teacher _____ By _____
Superintendent

Date _____ Date _____

APPENDIX E

TEACHER'S LONG-TERM CONTRACT

(Effective beginning with and subsequent to the year in which the teacher has completed forty (40) school months of continuous employment) or otherwise achieves tenure with the Newington Public Schools.

The Board of Education of the Town of Newington, Connecticut, hereby agrees to employ _____ and _____ (to whom the term "Teacher" hereinafter refers) hereby agrees to serve under the direction of the Superintendent of Schools, as a _____ in the public schools of said Town, on a continuing basis, subject to the conditions stated below beginning _____, _____. Said Board of Education agrees to pay said teacher an annual salary in accordance with the provisions of the prevailing salary schedule and accompanying regulations of the Board of Education for said Town, and as set forth in an annual salary notification.

This contract of employment shall continue in force from year to year, subject to the following conditions:

- (a) It may be terminated by mutual consent at any time.
- (b) The teacher may resign for good reason by submitting at least thirty days' written notice at any time except during the month of August, during which month, unless the contract has been terminated by mutual consent or Board action, the teacher will accept employment with no other Board of Education in Connecticut; provided that in the event no salary agreement for the ensuing year has been signed by August 1, limitations on the teacher's resigning shall not be binding until such an agreement has been signed.
- (c) The Board may terminate this contract at any time in accordance with the provisions of Connecticut General Statutes Section 10-151. The procedures for any such action shall be in accordance with that statute.

This contract is and shall be subject to the prevailing statutes of the State of Connecticut and the prevailing rules and regulations of the Board of Education.

SIGNED: BOARD OF EDUCATION, NEWINGTON, CONNECTICUT

Teacher _____ By _____
Superintendent

Date _____ Date _____

APPENDIX F

GRIEVANCE

The undersigned grievant hereby submits the following grievance to:

_____ LEVEL: _____

- (a) The nature of the grievance and the desired relief is as follows:

- (b) Provision(s) of the agreement claimed to have been violated or misinterpreted:

- (c) State specifically the supporting facts or manner in which the provisions of the agreement claimed in (b) above have been violated or misinterpreted:

- (d) Previous discussion have resulted in the following disposition:

- (e) The grievant is dissatisfied with the previous decision in the following way:

Date: _____ Grievant: _____

Date: _____ Authorized _____
NTA Representative:

Section (f) below shall be filled out and signed by a NAG committee representative for all grievances processed beyond Level One.

- (f) The NAG committee has reviewed this grievance and is hereby forwarding the grievance to level Two – Three – Four (circle one)

Date: _____ Authorized _____
NAG Committee Representative:

Date Rec'd: _____ Administrator: _____

APPENDIX G

DESIGNATION OF BENEFICIARY FOR SECTION 8-5

I hereby designate _____

To be my designated beneficiary to receive payment pursuant to Section 8-5 of the Agreement between the Newington Teachers' Association and the Newington Board of Education; my estate shall, as by such Agreement provided, succeed to such payment in the event that such designated beneficiary is ineligible.

This form shall remain in effect unless the Board receives a written request for a change in beneficiary.

Signature: _____

Date: _____

APPENDIX H
NEWINGTON PUBLIC SCHOOLS
EMPLOYEE DAMAGED AND LOSS PROPERTY CLAIM

Date: _____

Name and Home Address of Claimant: _____

Duty Assignment with Newington Public Schools _____

A. Description of Teaching Materials and/or Instructional Materials Lost or Damaged:

Location of Property at Time of Loss (BE SPECIFIC) _____

Describe how Materials are Related to Teaching or Instruction _____

Description of Incident Resulting in Loss or Damage _____

Purchase Price or Original Cost of Instruction Material \$ _____

Date Purchased _____

From Whom Purchased _____

Name, Address, City or Town, State

Amount Claimed for this Loss \$ _____

B. Description of Automobile and Damage Sustained (BE SPECIFIC) _____

ALL CLAIMANTS MUST ALSO COMPLETE THE REVERSE SIDE OF THIS FORM

Location of Automobile at Time of Damage _____

In your Opinion, how was the Damage Caused to the Automobile _____

- B. Provide the following information with regard to automobile insurance policy and/or homeowners – renters insurance policy or other policies covering the property loss or damage:

Insurance Company _____

Agent _____

Policy # _____

If the loss was reported to the police,
on what date was the report made? _____

**SUBMIT AVAILABLE DOCUMENTATION TO SUBSTANTIATE AMOUNT
OF LOSS**

**THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF
MY KNOWLEDGE AND BELIEF.**

Signature

APPENDIX I

NEWINGTON PUBLIC SCHOOLS

**STUDENT ACTIVITIES ASSIGNMENT AND COMPENSATION FORM
(covered by Appendix B-2)**

NAME _____ FOR _____ SCHOOL YEAR
SCHOOL _____
POSITION _____ AMOUNT OF
COMPENSATION \$ _____

This form is used for notification of assignment and compensation for positions listed in Appendix B-2 of the Agreement between the Newington Board of Education and the Newington Teachers' Association.

Payment will be issued in two equal installments on the first pay day of December and the first pay day of June. Federal Tax will be deducted as required.

Three copies are provided. Sign two copies and return one to the Assistant Superintendent of Schools. The second copy is returned to the building principal. Retain one copy for your records.

Principal or Supervisor

Student Activity Coordinator

Date

Date

APPENDIX J

NEWINGTON PUBLIC SCHOOLS

COACHING ASSIGNMENT AND COMPENSATION FORM
(covered by Appendix C)

NAME _____ FOR _____ SCHOOL YEAR
SCHOOL _____
POSITION _____ AMOUNT OF
COMPENSATION \$ _____

This form is used for notification of assignment and compensation for positions listed in Appendix C of the Agreement between the Newington Board of Education and the Newington Teachers' Association.

Payment for coaches will be issued upon completion of assigned duties. Federal Tax will be deducted as required.

Three copies are provided. Sign two copies and return one to the Assistant Superintendent of Schools. The second copy is returned to the Supervisor of Athletics. Retain one copy for your records.

Principal or Supervisor

Student Activity Coordinator

Date

Date

2024-2027

Time Sheet

Check One: _____ Loss of Planning OSLP (Articles 15-2 & 15-4)
 _____ Loss of Data Entry OSLD (Article 15-4.1)
 _____ Supervisory OSSD (Article 12-7)

Print Name: _____ Emp #: _____ Date: _____ School: _____

Activity: _____

Time worked: From _____ To _____ Total minutes worked _____

Rate for: 2024-25: \$ 41.51/hour; 2025-26: \$42.55/hour; 2026-27: 43.72/hour

 Teacher's Signature _____ School _____ Principal's Approval _____ Assistant Sup't of Schools' Approval

See contract language for Articles 15-2, 15-4, 15-4.1, and 12-7.

12 – 7 When members of the unit at any level are assigned for the purpose of supervising students at dances, concerts, middle school drama club performances, roller skating parties, the high school variety show, graduation, or on spectator buses to athletic events, such assignments shall first be made from a list of qualified volunteers, if any. If there are no such qualified volunteers, then, and only in such event, assignments of members of the unit shall be made on a rotational basis within each school.

Compensation for such assignments shall be set forth in Appendix B. The time sheet to be used is also found in the appendices in this agreement. Those members already being compensated under Appendix B-2 and those members who perform such supervisory duties pursuant to the responsibilities of their job description shall not receive additional compensation under this article for activities involving their group.

15 – 2 (Paragraph 3) The Board of Education shall make a reasonable effort to provide a substitute for each teacher who is absent from school for illness or temporary leave. In the event that a substitute is not available, then a teacher may be assigned to the class of the absent teacher. Such assignments shall first be made from a list of qualified volunteers, if any. If there are no such volunteers or an insufficient number of volunteers, then and only in such event, assignment of members of the unit shall be made on a rotational basis within each school. When a teacher so assigned loses planning time, said teacher shall be compensated according to the schedule in Appendix B.

15 – 4 In general, teacher assignments such as corridor duty, homeroom duty, study hall supervision, cafeteria supervision, playground duty and bus duty shall be equitably distributed among all teachers. When a teacher assigned to such duties or supervision in place of an absent teacher loses planning time as a result of such assignment, such teacher shall be compensated according to the schedule in Appendix B, pursuant to Section 15-2.

When a teacher is assigned to undertake the responsibilities of another teacher attending planning and placement team meetings, workshops and other school related meetings and such undertaking results in the loss of planning time, then such assigned teacher shall be compensated according to the schedule in Appendix B, pursuant to Section 15-2 on the previous page.

Itinerant teachers shall perform duties in one (1) school only.

15 – 4.1 Each member of the bargaining unit required to enter student based formative assessment data shall receive one data entry period per week in lieu of a designated duty. Time allocation for data entry shall be, in general, 45 minutes a week of which 25 minutes shall be continuous. In the event that a teacher with formative assessment responsibilities does not receive the allotted 45 minutes per week, the teacher will be entitled to receive compensation for this lost time (up to a maximum of forty-five minutes per week) per the Loss of Data Entry Time provision in Appendix B. The 45 minute data period is based on a full week schedule. In weeks where modified schedules occur, the time allotment may vary.

APPENDIX L

APPLICATION FOR TEMPORARY LEAVE OF ABSENCE

2024-2027

REFERENCE: Section 8-7 of the Agreement Between the Newington Board of Education and the
Newington Teachers' Association

NAME _____ DATE _____

Date(s) of Temporary Leave Day(s) Requested _____ Full Day Half Day AM
PM

Reason for Leave: _____ legal matters _____ household matters
_____ business matters _____ family matters
_____ principal Jewish holy days or similar days for other religions

Teacher's Signature Principal's Signature Date

Superintendent's Signature (if required) Date

SEE REVERSE SIDE FOR CONTRACT LANGUAGE GOVERNING THE USE OF TEMPORARY LEAVE OF ABSENCE

9/97 10/04 5/07 1/08 11/11

8 - 7 **Temporary Leave of Absence**

8 - 7.1 Each member of the unit shall be entitled to five (5) days leave of absence with pay each year for legal, business, principal Jewish holy days or similar days for other religions, household or family matters which, after a good faith effort, cannot be scheduled or accommodated outside of the school day.

Application for such leave shall be in writing on the form found in Appendix L and the reason for the leave shall be checked. Application shall be made as far in advance as practicable and ordinarily at least forty-eight (48) hours in advance. In the event of extreme emergencies, additional days of temporary leave may be granted by the Superintendent. The decision to grant or refuse to grant such leaves shall not be grievable. Teachers requesting leave under this emergency provision shall clearly state the reasons for prior utilization of temporary leave time.

8 - 7.2 The Association and the Board jointly accept the responsibility to encourage staff members to use temporary leaves of absence days with discretion. The Association shall receive annually a list of all staff members who have used temporary leave of absence days and the number of such days used. Such temporary leaves of absence shall not be utilized for vacation, recreational, or other purposes not consistent with the permitted uses of legal, business, principal Jewish holy days, household or family matters.

The individual's responsibility to the students and to the instructional program must be considered when scheduling legal, business, household and family matters during school hours.

8 - 7.3 Temporary leaves of absence shall not be taken the day before or the day after school holidays or school vacation periods unless the Superintendent has specifically approved the reason for taking such leave. Such approval shall be in writing.