

AGREEMENT

BETWEEN

THE TORRINGTON BOARD OF EDUCATION

-and-

THE TORRINGTON EDUCATION ASSOCIATION

July 1, 2006 - June 30, 2009

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THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS _____ day of _____, 2006, by and between the TORRINGTON BOARD OF EDUCATION ("Hereinafter referred to as the Board") and the TORRINGTON EDUCATION ASSOCIATION ("Hereinafter referred to as the Association") affiliated with the Connecticut Education Association and the National Education Association.

ARTICLE 1

PREAMBLE

- A. This Agreement is negotiated pursuant to Connecticut General Statutes, Sections 10-153a to 10-153g, inclusive and as amended from time to time.
- B. The Board and the Association recognize the importance of responsible participation by the entire professional staff in the educational process. To this end they agree to maintain communication, to inform, to guide in the development of programs, and to assist in research, planning, implementation and evaluation of these programs.

ARTICLE 2

RECOGNITION

- A. The Board recognizes the Association for purposes of professional negotiation as the exclusive representative of a unit consisting of all certified professional employees of the Torrington School System who are employed in positions requiring a teaching or other certificate from the State Board of Education and are not included in the administrators' unit or excluded from the purview of sections 10-153a to 10-153n of the general statutes: including long term or permanent substitutes but excluding temporary substitute teachers and aides. Unless otherwise indicated, the employees in the above unit shall be hereinafter referred to as "teachers."
- B. For the purpose of this article a long term substitute is defined as a teacher who currently holds a Connecticut certification endorsement in the subject area and grade for which he is to teach as a substitute for more than forty (40) school days in the same assignment and in the same district. A permanent substitute is defined as an individual who, in addition to holding a current Connecticut teacher certification, has been hired to teach as a substitute for ten (10) school months in the same school year on a continuous basis, but not in the same assignment for more than forty (40) school days, and is not being called to substitute on a day by day basis.
- C. The determination and administration of educational policy, the operation of the schools, and the direction of the professional staff are vested exclusively in the Board or in the Superintendent when so delegated by the Board as set forth by the State Statute Section 10-220; 221, and such others as apply.

- D. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher (provided such activities do not take place during working hours) or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The Association agrees to represent equally, all certified personnel without regard to membership or participation in, or association with the activities of the Association or any other employee organization.

ARTICLE 3

PROFESSIONAL NEGOTIATIONS

At least 210 calendar days prior to the budget submission date of the calendar year in which the Agreement expires, the Board agrees to negotiate with the Association over a Successor Agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement with respect to teachers' salaries and other conditions of employment, all in accord with Section 10-153d of the Connecticut General Statutes as amended from time to time.

ARTICLE 4

TEACHER IN CHARGE

This article is to memorialize the work that a teacher accomplishes when fulfilling assigned administrative duties in the absence of the principal or an assistant principal. At the conclusion of a school year, during which a teacher performs the duties described above, a letter from the teacher's respective principal will be placed in the teacher's file reflecting the attainment of "Teacher in Charge" status and a copy sent to the teacher.

ARTICLE 5

SPECIFIC PERFORMANCE

In the event of a breach or contemplated breach of any of the terms or provisions of this Agreement, either party shall have the right to institute and prosecute an action in a court of competent jurisdiction to secure an order or decree directing the specific performance hereof or enjoining such breach. Such equitable relief shall be in addition to any damage which would otherwise be obtained.

ARTICLE 6

SEVERABILITY

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

ARTICLE 7

GRIEVANCE PROCEDURE

A. Definitions

- 1) A grievance shall mean a complaint by a teacher or group of teachers 1) That there has been as to him/her or them a violation or inequitable application of any of the provisions of this contract, or 2) That he/she or them have been treated inequitably by reason of any act or condition which is contrary to established School System policy or practice governing or affecting employees, except that the term "grievance" shall not apply to any matter as to which the School Board is without authority to act.
- 2) An "aggrieved person" is the person or persons making the claim.
- 3) A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim. The Board of Education and the Association shall be considered "parties in interest" for the purposes of Article 7.

B. Purpose

- 1) The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- 2) Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.

C. Procedure

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

In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable. A form for filing and processing grievances shall be prepared and approved jointly by the Association and the Superintendent and be made available through the Association. The grievance form will be included in Appendix D.

- 1) **Level One** A teacher with a grievance shall first present it in writing to and shall discuss it with the principal or immediate supervisor, either directly or through the Association's School Representative, with the objective of resolving the matter informally.
- 2) **Level Two**
 - a) If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR&R Committee") who shall, within ten (10) school days after the decision at Level One or, if no decision was rendered, then within twenty (20) school days after the grievance was presented at Level One, file it, in writing, with the Superintendent of Schools.
 - b) The Superintendent shall represent the administration at this level of the grievance procedure. He may meet or otherwise confer with the aggrieved person in an effort to resolve the grievance but, in any event, shall render a decision thereon, in writing, within fifteen (15) school days after his receipt of the written grievance.
 - c) If a teacher does not file a grievance in writing with the Chairman of the PR&R Committee and the written grievance is not forwarded to the Superintendent within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance was based, then the grievance shall be considered as waived. A dispute as to whether a grievance has been waived under this paragraph shall be subject to arbitration pursuant to Level Four.
- 3) **Level Three** If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within fifteen (15) school days after the receipt of the written grievance by the Superintendent, he/she may file the grievance in writing with the Chairman of the PR&R Committee who may, upon consideration of the merits of the grievance, within ten (10) school days after the decision at Level Two or, if no decision was rendered, then within twenty (20) school days after the written grievance was filed with the Superintendent, file it, in writing, with the Board. Within fifteen (15) school days after receiving the written grievance, the Board, or its designated Committee, shall meet with the aggrieved person for the purpose of resolving the grievance. Any decisions concerning the grievance at Level Three shall be rendered, by the Board or its said Committee, within fifteen (15) school days after said meeting with the aggrieved person.

4) Level Four

- a) If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within fifteen (15) school days after the first meeting with the Board, the aggrieved person may request in writing that the Chairman of the PR&R Committee submit the grievance to arbitration. If the PR&R Committee determines that the grievance is meritorious, that it involves the interpretation, meaning or application of any of the provisions of this Agreement, and that submitting it to arbitration is in the best interests of the Torrington School System, it may, by written notice to the Board, submit the grievance to arbitration within fifteen (15) school days after receipt of the decision at Level Three. Grievances which do not involve the interpretation, meaning or application of any of the provisions of this Agreement may be processed through Level Three, but shall not be arbitrable.
- b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the PR&R Committee shall agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or obtain such a commitment within the specified period, a request for a list of arbitrators shall be made to the American Arbitration Association by either party. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c) The arbitrator so selected shall confer with the Board and the PR&R Committee and shall hold hearings promptly. The arbitrator shall issue the decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. Arbitration of grievances involving the interpretation, meaning or application of any of the provisions of this Agreement, shall be final and binding.
- d) The costs for the services of the arbitrator, per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.

D. Rights of Teachers to Representation

- 1) No reprisals of any kind shall be taken by either party or by any member of the administration against any party in interest, any School Representative, any member of the PR&R Committee or any other participant in the grievance procedure by reason of such participation.

- 2) Any party in interest may be represented at all stages of the grievance procedure by a person of his own choosing, except that the party may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous

- 1) If, in the judgment of the PR&R Committee, a grievance affects a group or class of teachers, the PR&R Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level Two.
- 2) Decisions rendered at Levels One, Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Chairman of the PR&R Committee. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C., Paragraph 4 (c).
- 3) All documents, communications and records generated after the filing of the grievance, including the grievance form itself, and dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 4) The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his rights hereunder shall be pursuant to the grievance and arbitration procedure, provided, however, that nothing contained herein shall deprive any teacher of any legal right which is presently held.

ARTICLE 8
PROTECTION OF TEACHERS

- A. Teachers shall report immediately in writing to their Principal and to the Superintendent all cases of assault suffered by them in connection with their employment.
- B. Such report shall be forwarded through the Superintendent to the Board which shall comply with any reasonable request from the teacher for information in its possession not privileged under law which relates to the incident or the persons involved.

ARTICLE 9
NO STRIKE

No certified professional employee shall, in an effort to effect a settlement of any disagreement with the employing board of education engage in any strike or concerted refusal to render services. (Section 10-153e)

ARTICLE 10
ACADEMIC FREEDOM

- A. The private and personal life of a teacher, unless it interferes with his or her professional responsibilities to and relationships with the school system and/or any student, shall not be an appropriate concern of the Board.
- B. No teacher shall engage in personal outside work or other activities at any time during which he or she is required to be on duty.

ARTICLE 11
CLASS SIZE

The Board will make every effort to maintain the following class sizes and teacher loads subject to such limiting factors as availability and adequacy of facilities, personnel, and monetary resources:

- a) The maximum enrollment per kindergarten class should be twenty-five (25) pupils.
- b) First grade classes should have no more than twenty-five (25) pupils per teacher.
- c) Classes in grades 2-5 should have no more than twenty-five (25) to thirty (30) pupils per teacher.
- d) Classes containing a great percentage of slow learners, in the opinion of the Superintendent, should be limited to twenty (20) pupils.
- e) Middle school teachers shall be responsible for not more than one hundred and twenty-five (125) pupils per grading period. Teachers teaching six (6) classes will not be assigned to a duty period.
- f) At the high school class size will be twenty-seven (27) or fewer, with the exception of performing ensembles or specialized courses. The total number of students assigned to a teacher shall not exceed eighty (80) per semester.
- g) Student counts at both the middle and high school would be exclusive of any type of flex or enhancement period.

- h) Classes based on student performance should be distributed to teachers on an equitable basis.
- i) The foregoing standards enumerated in this Article are subject to modification for educational purposes such as the promotion of specialized or experimental instruction or for temporary classes such as split grade classes or one-semester courses.

ARTICLE 12

HEALTH AND LIFE INSURANCE

A. All teachers regularly assigned to work more than half time shall be entitled to elect coverage for themselves and their dependents under one of the health insurance programs described below. Each teacher shall be subject to the cost sharing provisions and other limitations or restrictions applicable to the medical program selected as set forth in the following sections:

1. Blue Cross/Blue Shield of Connecticut Century Preferred Provider Organization Program (PPO) with coverage as follows:

a) \$15.00 co-pay for Home and Office and preventative care with an unlimited maximum; \$50.00 co-pay for Emergency Room Care; \$100.00 co-pay per In-Patient Hospital Admission and Out-Patient Hospital Services for In Network Services; Out of Network Services provided with \$300.00 Individual, \$600.00 two person family and \$750.00 three person or more family deductible and a Co-insurance rate of 20% with out of network out of pocket limits of \$1500/\$3000/\$3750, with an in network unlimited lifetime maximum and an out of network maximum of \$1,000,000.

b) Blue Cross/Blue Shield public sector three tier prescription drug rider with a \$2000 calendar year maximum and a \$5 co-pay for generic/ \$15 co-pay for listed/ \$25 co-pay for unlisted drugs, 30 day supply. Two co-pays from the appropriate category will purchase up to a 100 day supply via mail order.

c) The cost of coverage for 1. a) and b) shall be apportioned as follows:

The Board shall pay eighty-four percent (84%) of the cost of coverage for the 2006-2007, 2007-2008, and 2008-2009 school years and the teacher shall pay sixteen percent (16%) of the cost.

2. Blue Cross/Blue Shield of Connecticut BlueCare (POE) Plan with coverage as follows:

a) \$15.00 co-pay for Primary Care Physician/ \$25 co-pay for Specialist Home and Office; \$50.00 co-pay for Emergency Room Care; \$100.00 co-pay per In-

Patient Hospital Admission and Out-Patient Hospital Services, and an unlimited in network lifetime maximum.

- b) Blue Cross/Blue Shield public sector three tier prescription drug rider with a \$2000 calendar year maximum and a \$5 co-pay for generic/ \$15 co-pay for listed/ \$25 co-pay for unlisted drugs, 30 day supply. Two co-pays from the appropriate category will purchase up to a 100 day supply via mail order.
- c) The cost of coverage for 2. a) and b) shall be apportioned as follows:

The Board shall pay ninety percent (90%) of the cost of coverage for the 2006-2007 school year and the teacher shall pay ten percent (10%) of the cost. The Board shall pay eighty-nine percent (89%) of the cost of coverage for the 2007-2008 school year and the teacher shall pay eleven percent (11%) of the cost. The Board shall pay eighty-eight percent (88%) of the cost of coverage for the 2008-2009 school year and the teacher shall pay twelve percent (12%) of the cost.

B. Dental Benefits

The Board shall provide for each teacher electing dental coverage a with benefits equal in coverage to the dental plan in effect during the 2003-2004 school year. The Board shall pay eighty-four percent (84%) of the cost of coverage for the 2006-2007, 2007-2008, and 2008-2009 school years and the teacher shall pay sixteen percent (16%) of the cost.

C. Benefits After Retirement

Teachers who retire from Torrington Public Schools shall have medical insurance coverage in accordance with Connecticut General Statutes, Section 10-183.

D. Life Insurance

Each teacher covered by this agreement and regularly assigned to work more than half-time shall be entitled to life insurance equal to annual earnings. Each teacher shall receive a statement of his or her life insurance coverage by November 15 of each year.

E. Miscellaneous

1. Each teacher covered by this agreement who is regularly assigned to work on a half-time basis or less, shall be entitled to the benefits of this Article provided the cost of any such benefit shall be shared equally by the teacher and the Board.
2. The Board will provide payroll deduction for a group Long Term Disability Policy. The policy shall be selected by a joint committee of the Board and the Association. The total premium cost of such policy shall be borne by the teacher.
3. The Board will provide payroll deduction for the NEA Long Term Care Insurance Policy. The total premium cost of such policy shall be borne by the teacher.

4. The Board shall adopt an Internal Revenue Code Section 125 pre-tax premium conversion account for teachers so that their health insurance premium payments may be made from pre-tax compensation.
5. Teachers who do not desire to participate in the above-mentioned plans shall so indicate each September by signing a waiver form which can be obtained from the Superintendent's office.
6. The benefits mentioned herein shall be effective until September 30 for any teacher who retires in June of the same year.
7. The Board reserves the right to change the insurance carrier at any time provided equivalent or better coverage is provided.
8. A joint insurance committee shall be formed by the Board and the Association to investigate possible cost savings while maintaining current benefit levels. Any recommended changes to current plan benefits would be subject to mutual agreement or negotiations between the parties.

ARTICLE 13 **SICK LEAVE**

- A. Teachers shall be entitled to fifteen (15) sick leave days each school year. Unused sick leave days may be accumulated from year to year up to a maximum accumulation of two-hundred ten (210) days, provided, to discourage the unnecessary use of sick days, and not withstanding the limit on accumulation, any teacher who at the end of the year, is left with 15, 14 or 13 days of unused sick leave shall be credited with 20, 18 or 16 days of unused sick leave respectively. Sick leave may be used for the teacher's own illness or for serious illness in the teacher's immediate family, as defined in Article 14 below.
- B. In cases of extreme hardship, special arrangements may be made by the Board.
- C. After seven (7) consecutive school days of illness, the Superintendent may request the submission of a doctor's certificate recommending additional time off for health reasons. Failure to comply with such request shall result in the loss of any additional sick days for the period of absence in question.
- D. By October 15 of each school year, each teacher is to receive a statement of accumulated sick leave days to date.
- E. Teachers transferring to Torrington shall be given credit for accumulated sick leave days accrued from other systems up to a maximum of seventy-five (75) days.

ARTICLE 14
SHORT TERM LEAVE OF ABSENCE WITH PAY

A. All teachers shall be entitled to the following leaves of absence with full pay:

- 1) Three (3) days per year to attend services for the death of a person in the teacher's immediate family; one (1) day per year to attend the graduation ceremony of a person in the teacher's immediate family when such ceremony occurs on a day that the teacher is scheduled to be on duty; one (1) day per year to attend the wedding of a person in the teacher's immediate family when such wedding occurs on a day that the teacher is scheduled to be on duty.

a.) "Immediate family" is defined as the teacher's spouse and the teacher's or spouse's father, mother, brother, sister, brother-in-law, sister-in-law, child, grandparent, grandchild, aunt, uncle, niece, nephew, or a member of the teacher's household.

- 2) Two (2) days for personal reasons provided that such days shall not be used for recreational purposes.

B. Application for leave in the provision above shall be made to the principal for submission to the Superintendent as far in advance as practicable and at least forty-eight (48) hours in advance. (Form to be supplied by the building principal.) In case of emergency, the teacher will notify the principal and then submit a written application.

C. A personal day shall not be used either immediately before or after a scheduled holiday or vacation without prior approval of the Superintendent.

D. Where, in the opinion of the Superintendent, individual circumstances dictate the need for additional personal days, the Superintendent may grant the same.

E. For any additional personal days granted by the Superintendent pursuant to paragraph D., the teacher shall forfeit no more pay than the amount equal to the amount of a substitute teacher's pay.

F. For any approved absence which is not an additional personal day, the teacher shall forfeit pay in an amount equal to his or her per diem.

G. Any teacher shall be entitled to a leave of absence with full pay when such absence is caused by his or her service as a juror in any Connecticut court, provided that such full pay shall be reduced by the amount of any jury duty fee received by such teacher.

ARTICLE 15
EARLY RETIREMENT

- A. Any teacher hired prior to June 30, 1986 whose age and years of teaching total at least 70 and has been employed by the Board for at least 20 years, may elect to retire early under the following conditions:
1. Said teacher must notify the Personnel Office of the Board of the intention to retire early on or before March 1 of the school year preceding the school year of retirement.
 2. Early retirement may commence only in September in any year.
- B. Each teacher electing early retirement shall be compensated annually at the annual rate of 10% of the highest annual salary which he or she earned while employed by the Board, from the date of commencement of retirement until the termination of the eighth (8th) school year after retirement. Payment by the Board is made during the first 18 calendar days after September 1st of each year of retirement for any teacher who has elected early retirement prior to July 1, 1996. For any teacher who elects early retirement after July 1, 1996, payment of such annual retirement benefits shall be made by the Board in two equal semi-annual installments during each year of eligibility.
- C. Any annual payments remaining unpaid at the teacher's death shall continue to be paid annually to the teacher's estate or designated beneficiary until paid in full.
- D. The Association will defend and save the Board of Education harmless from any claim, demand, suit or judgment arising from the performance of the Board's obligation under this article. The Association is free to hire counsel of its choice.

ARTICLE 16
SABBATICAL LEAVE

This policy to be effective each September, in accordance with the following:

- A. Any teacher is eligible for a sabbatical leave after seven years of continuous service in the Torrington Public School System.
- B. The teacher granted a sabbatical leave will be reimbursed at the rate of 75% of his/her salary as it would be if he or she did not take Sabbatical Leave. This amount will be reduced by any Fellowships, Scholarships, or Awards granted the recipient.
- C. Requests for sabbatical leave must be received in writing by the Superintendent not later than February 1 of the year preceding the school year for which the sabbatical leave is requested.
- D. The recipient of the leave will sign an agreement to return to the Torrington School System and remain in the System for two years after the leave has been completed.

- E. All leave recipients are required to attend a fully accredited graduate school pursuing a curriculum within a subject matter area approved by the Board, or participate in some other Board approved activity that will contribute to his/her classroom teaching upon his/her return.
- F. All recipients must hold a Standard Certificate as defined by the Connecticut State Department of Education. All recipients must have earned a Master's Degree or 30 graduate credits beyond the Bachelor's with the exception of those staff members not required by law to obtain a Master's Degree or 30 credits under Connecticut Law.
- G. The Board of Education shall deny or approve each request for a sabbatical leave on an individual basis, at its discretion, using a number equal to 2% of the eligible staff as a guideline for approving sabbatical leaves each year.
- H. The teacher upon return will receive credit on the pay scale for the year in which the sabbatical is taken.

ARTICLE 17

MATERNITY LEAVE AND CHILD REARING LEAVE

A. Maternity Leave

A teacher who becomes sick or disabled due to pregnancy or childbirth shall, upon her request, be placed on sick leave for childbearing purposes. Leave shall begin when, in the opinion of her doctor, she is no longer physically able to work and said leave shall expire when, in the opinion of her doctor, she is physically able to return to work. Teachers who anticipate using this form of sick leave should notify the Superintendent as far in advance of the anticipated commencement date of leave as possible. Except in the case of medical difficulties, sick leave is not normally expected to continue for more than six (6) weeks after delivery.

The following paragraph describes only benefits provided under the Federal Family and Medical Leave Act. If such act is changed or eliminated this provision will immediately change to reflect current law.

Leave granted pursuant to this Article shall be counted toward the leave which an employee may take under the Federal Family and Medical Leave Act. Therefore, for any period of leave within a twelve month period as defined by Board policy, the Board shall continue payment of its share of the teacher's medical benefits for a period of up to twelve (12) weeks.

B. Child Rearing Leave

- 1) Any teacher shall be entitled, upon written request to and approval of, the Superintendent, to an extended leave without pay after childbirth or adoption or for the purpose of child-rearing. Such leave without pay and fringe benefits shall be for a period of time not to exceed one year from the date of the granting of said leave, and shall, in the case of a

non-tenured teacher, be for a period of time in excess of ninety student school days, and, except in the case of a non-tenured teacher, must fall within the provisions of Section 2) of this Article.

- 2) Any teacher who requests child-rearing leave between July 1 and November 1 will be reinstated the first school day after Christmas recess: any teacher who requests child-rearing leave between November 1 and July 1 will be reinstated effective the first day of school the following school year.
- 3) All benefits to which the teacher is entitled shall be restored upon the teacher's return.
- 4) The teacher shall be assigned to the position held at the time the said leave began, if possible, or to an equivalent position.

C. Adoption Leave

Up to six (6) weeks of accumulated sick leave may be used by a teacher for the adoption of a child under the age of five (5). If both parents are employed by the Torrington Board of Education, the maximum combined leave to be taken by both parents is six (6) weeks. The two parents may allocate the six weeks between themselves as they see fit. However, each employee must have accumulated sick leave equal to or greater than the amount of leave to be taken. Step-parent adoptions are excluded from this provision.

ARTICLE 18 EXCHANGE TEACHERS LEAVE

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

ARTICLE 19 GENERAL LEAVE

- A. After a maximum of five years of service, a teacher is eligible for a year's leave of absence for professional study or foreign teaching at the discretion of the Board.
- B. The teacher upon return will receive credit on the pay scale for the year in which the leave is taken.
- C. The leave will be considered as an extended leave without pay and fringe benefits.
- D. An employee may continue in the fringe benefit group at his/her own expense with approval of the Superintendent.

ARTICLE 20
CONFERENCE LEAVE

- A. If, in the opinion of the Superintendent, a convention or conference attendance or the observation of an activity in another school system will contribute to the effectiveness of the instructional program, the Superintendent may grant convention or conference leaves, or permission to observe an activity in another school building or school system to teachers without loss of pay.
- B. The Board agrees to reimburse each teacher for reasonable expenses incurred, not to exceed \$400.00.
- C. Upon return, the teacher shall present an itemized statement of expenses with receipts, for attendance, to include travel at rates prescribed by IRS, registration fees, hotel and meals. Social expenses shall not be reimbursed.
- D. A brief summary of the conference proceedings will be forwarded by the teacher to the Superintendent.
- E. Any teacher who is denied attendance at a convention or conference or denied the observation of an activity in another school system, shall be notified of such denial and reason for said denial in writing.

ARTICLE 21
PROFESSIONAL LEAVE

For the purpose of attending meetings relating to Professional Association business, the Superintendent may grant Professional Leave to teachers without loss of pay. (This would include Officers of the Association, Standing Committee Chairman or their designated appointees.)

ARTICLE 22
PROMOTIONS

- A. All openings for positions on the Principals' and Supervisors' Salary Schedule, positions paying a salary differential, or providing for released time and/or special positions shall be adequately publicized by posting in every school as far in advance of the Appointment as possible and ordinarily at least thirty (30) days in advance, and the qualifications for the positions shall be clearly set forth.
- B. All teacher and administrative positions that become available during the summer vacation months will be posted on the Torrington Public Schools website. Teachers who wish a hard

copy of the postings to be sent to their home, must request this in writing to the Human Resources Department.

- C. All qualified teachers shall be given adequate opportunity to make application for such positions. If, in the determination of the Superintendent, the qualifications for applicants are substantially equivalent, preference shall be given to qualified employees employed by the Board.
- D. Appointments shall be made, without regard to race, creed, color, religion, nationality, sex or marital status.
- E. No later than the end of the school year, all teachers who have instructional responsibilities shall be notified in writing of their potential programs or schedules for the succeeding year, including the school to which they may be assigned, the grade and/or subjects they may teach, and any special or unusual class or assignment that they may have. It is understood that such potential programs or schedules are subject to change.

ARTICLE 23

TEACHER TRANSFERS

A. Voluntary Transfers

1. A teacher desiring to transfer to a different grade, level, subject (see B below), or school shall forward a letter to the Superintendent no later than March 1 making the request known.
2. A list of all known or pending vacancies shall be posted at each school before March 1 of any school year and before any non-bargaining unit person is appointed. This list shall be updated monthly until September 1, and during the summer months shall be sent with the employees pay checks.
3. A request for a voluntary transfer shall be granted only if, in the opinion of the Superintendent, such transfer will be in the best interest of the school system.
4. Unsuccessful applicants for transfer shall be notified of the reason or reasons for denial of their request within ten (10) days of the filling of the vacant position.

B. Involuntary Transfers

1. Involuntary transfers shall be made only after a meeting between the teacher involved and the Superintendent, at which time the teacher shall be notified in writing of the reason for the transfer.
2. Involuntary transfers shall be made by the Superintendent using the same criteria as are required for voluntary transfers except that length of service in the Torrington School

System shall be a consideration. An "involuntary transfer" shall not be defined as including transfer or an assignment to a different subject.

ARTICLE 24

SEPARATION AND RECALL

- A. It is agreed that the Board has the sole and exclusive right to terminate the employment of any teacher to effect a reduction of its professional staff.
- B. The Board may reduce its professional staff whenever the Board determines that the same is necessary because of program change, decrease in student enrollment, consolidation, or elimination of positions, financial exigency or other like circumstances.
 - 1) "Financial exigency" means any significant decline or reallocation of the Board's financial resources brought about by actions of local, state or federal government, by increased costs of operation or by any other action or event that has such impact on the Board's budget.
 - 2) "Program change" means any elimination, curtailment or reorganization of a curriculum offering, program, or school, or a reorganization or consolidation of two or more individual schools.
- C. Before terminating the employment of any teacher pursuant to this Article, the Board shall first make every reasonable attempt to reduce staff through voluntary retirements, voluntary resignations, and transfers of existing staff members.
- D. The parties agree that the primary criteria to be used by the Board to determine those teachers to be laid off pursuant to this Article shall be length of service in the Torrington School System and qualification and ability as determined by the Board through an objective evaluation of performance.

The secondary criteria to be used by the Board to determine those teachers to be laid off pursuant to this Article shall be degrees earned, experience in position and certification.
- E. The Board agrees that whenever it decides to reduce its staff pursuant to this Article, reasonable effort shall be made to employ affected teacher in an available position for which he or she is qualified.
- F. Teachers who are laid off pursuant to this Article shall, for a period of two years following their layoff, be reinstated to the first available vacancy in a bargaining unit position for which they are certified and for which they are qualified in the judgment of the Board. In determining the order of recall, the Board shall use the same criteria it used in determining the order of layoff. The Board will mail written notice of recall to the teacher by certified mail, return receipt requested, to the last address furnished by the teacher, and the teacher will mail written acceptance or rejection of such an offer of recall by certified mail, return

receipt requested, within ten (10) days following delivery of written notification from the Board that a position for which he or she is qualified is available.

- G. A teacher who is rehired pursuant to Paragraph F hereof will be placed on the appropriate salary schedule at a level which is one higher than the level occupied at the time of layoff, unless the recall is in the same school year as the layoff or the teacher worked less than one-half his or her normal work year in the work year in which the layoff occurred. On recall, the teacher will have all of his or her pre-layoff accumulated sick leave credits reinstated, but time spent on layoff will not be counted for any purpose except as otherwise provided in this paragraph.
- H. Except for the recall provision contained in Paragraphs F and G, no other part of this Article shall be subject to the grievance procedure of Article 7.

ARTICLE 25

SERVICE FEE - PAYROLL DEDUCTION

- A. The Board agrees to payroll deduction as authorized in cooperation with the office of the Superintendent.
- B. In addition to those payroll deductions required by law, the following agencies are eligible for payroll deduction. All requests for deduction must be in writing to the Superintendent of Schools.
- C. A list of approved deductions is as follows:
- 1) Washington National Insurance
Continental Insurance
Torrington Teacher's Federal Credit Union
United Way of Torrington
 - 2) Torrington Education Association
Connecticut Education Association
National Education Association
 - 3) Service fee in accordance with Section D.
 - 4) Tax sheltered annuity plans—Any plan for which there are at least ten (10) participating teachers.

D. Conditions of Employment

All teachers employed by the Torrington Board of Education shall, as a condition of employment, join the Association or pay a service fee to the Association. Said service fee shall be not greater than the amount uniformly required of members of the Association which

represents the costs of collective bargaining, contract administration and grievance adjustment.

E. Deductions

The Torrington Board of Education agrees to deduct from each teacher an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the deduction from each paycheck shall be equal to the total Association membership dues or service fee divided by the selected number of paychecks from and including the first paycheck. The amount of Association membership dues and service fee shall be certified by the Association to the Board of Education prior to the opening of school each year.

F. Subsequent Employment

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

G. Forwarding of Monies

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

H. Save Harmless

The Association agrees to indemnify, defend and hold the Board harmless against all liability, fees and costs which may arise by reason of any action taken by the Board in compliance with the provisions of this section. The Association is free to hire counsel of its choice.

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

ARTICLE 26
SEVERANCE PAY

- A. Upon retirement of a teacher eligible for normal retirement pursuant to 10-183F of the Connecticut General Statutes, as amended, the teacher shall be monetarily awarded for meritorious Torrington service according to the following formula:

To be based on .75% of the highest annual salary, including any differentials, earned during the last five years of service, times years of service, not to exceed 30 years. To qualify, a teacher must have at least 20 years of service in the Torrington School System.

ARTICLE 27
BOARD POLICIES

The Board shall provide each teacher with a copy of this Agreement or any Successor Agreement. A copy of all Board policies will be available to every teacher.

ARTICLE 28
EVALUATION REPORTS

- A. Each teacher shall be given a written copy of any evaluation and shall be permitted to discuss it with his or her evaluator. A teacher's written rebuttal, if any, to an evaluation must accompany the evaluation in the teacher's personnel file.
- B. Any teacher may review the contents of his or her personnel file, if any, maintained by any building principal, supervisor or the Superintendent.
- C. Any material, either administratively or externally generated shall not be placed in a teacher's personnel file until such time as the teacher has been notified and has had an opportunity to review and initial the material. The teacher may submit a written explanation regarding the material and the same shall be attached to the file copy of the material in question.

ARTICLE 29
EMPLOYMENT YEAR
LENGTH OF WORK DAY

- A. The teacher work year shall be a scheduled 186 days with a commitment to additional time equal to one day to be fulfilled by participation in six one-hour professional development sessions. Such sessions shall be scheduled throughout the work year and shall begin immediately following the regular work-day. Newly hired teachers may be required to work two (2) additional days beyond the scheduled employment year to participate in orientation activities. Torrington High School guidance counselors, at the discretion of the Board, shall work up to an additional ten (10) days during the summer recess. The scheduling of said additional days shall be by mutual agreement between the Board and the Torrington Education Association. Each guidance counselor shall be paid at his/her per diem rate for each day worked during the summer recess.
- B. Each teacher shall have a professional work-day of seven (7) hours and twenty (20) minutes. The placement of time beyond the student school day shall be at the teacher's option, provided that professional obligations are met.
- C. At the middle school, the regular school day shall consist of not less than three hundred ten (310) minutes of daily instructional time allowing instructors to teach five (5) periods not to exceed fifty-five (55) minutes each and a thirty-five (35) minute enhancement period. All

teachers will have a thirty (30) minute lunch. Any changes to the middle school schedule as delineated in this article shall be by mutual agreement of the Association and the Board.

D. At the high school:

- 1.) The school day shall be scheduled to include four (4) teaching blocks not to exceed eighty (80) minutes each, a sixty (60) minute enhancement period and a thirty (30) minute lunch.
- 2.) Teachers shall be assigned to teach a class during no more than three (3) teaching blocks each semester and shall be responsible for participation in a daily enhancement period.
- 3.) Teachers shall not be scheduled for non-instructional duties during the student school day.
- 4.) Efforts will be made to limit course preparations to two (2) per semester.
- 5.) The Board shall not initiate a Reduction-in-force which is in any way related to the implementation of Block Scheduling.

- E. When a PPT must be held on a day that school is not regularly scheduled, that is on Saturdays, Sundays, holidays or during the summer months, any 10 month contract teacher designated to attend the PPT shall be compensated at a per diem rate based on his or her annual salary.

ARTICLE 30 **MEETINGS**

Faculty meetings, including in-service workshops and parent conference time, shall be considered a time during which a teacher is required to be on duty.

ARTICLE 31 **CONTRACTS**

A. The Board will issue the following contracts as applicable:

- 1) Teacher's Introductory Contract
- 2) Teacher's Continuing Contract

B. The Board will issue an Annual Salary Agreement Form for each certified employee holding a Continuing Contract.

C. These contracts are available upon request from Human Resources Office.

- A. Adequate, convenient parking at each school.
- B. An appropriately furnished room to be used as a faculty lounge.
- C. Private telephones available to the teachers for the purpose of making student related calls.

ARTICLE 35 **USE OF SCHOOL FACILITIES**

- A. The Association shall have the right to use school buildings without cost at reasonable times for Association meetings, provided however, that the Association will be required to pay for any additional custodial cost involved by reason of said meetings. The Principal of the building in question will be notified in advance of the time and place of such meeting.
- B. There will be one (1) bulletin board in each school building for the purpose of displaying Association notices, circulars and other Association materials. Copies of all such materials will be given to the building Principal. The Association agrees that it will not post any material which is derogatory.
- C. The Board shall not be required to modify or make exception to its energy conservation policy when school facilities are being used pursuant to this Article.

ARTICLE 36 **DUPLICATING FACILITIES**

Copying machines in each school should be made available for the use of teachers in preparing instructional materials.

ARTICLE 37 **SALARIES/DIFFERENTIALS**

- A. The salaries of all bargaining unit members shall be in accordance with appropriate provisions set forth in appendices A, B, C.
- B. Each teacher shall have the option of being compensated in either 22 or 26 bi-weekly installments. Notice of the option selected shall be given the Board by June 30 in the school year previous to the school year for which the option has been selected. Any teacher who does not provide such notice shall be paid his annual compensation in 26 bi-weekly installments.
- C. Any compensation earned in any year shall be based on compensation rates in effect when earned.

ARTICLE 32
DUTY-FREE LUNCH

All teachers shall have an uninterrupted duty-free lunch period, as required by law, consisting of a minimum of thirty minutes.

ARTICLE 33
PREPARATION PERIODS

A. Grades K through 5

Each elementary classroom teacher shall have a scheduled minimum of thirty (30) minutes per day for the purpose of preparation and planning with a total minimum of 200 minutes per week. In addition, each classroom teacher shall be free to use any other time during which a special area teacher is actually in charge of that teacher's students as an additional preparation and planning period or periods.

B. Grades 6, 7 and 8

Classroom teachers in grades 6, 7 and 8 shall be scheduled for no less than four (4) periods per week for the purpose of preparation and planning.

C. Grades 9 through 12

All teachers shall be scheduled for a daily preparation period equal to the length of one (1) teaching block for the purpose of preparation and planning.

D. No additional staff to be required.

The above preparation periods shall be provided to the extent that it is possible to do so without the hiring of additional staff.

E. Exceptions

It is understood that preparation periods shall be provided in accordance with the terms of this article unless it is determined that the needs of the school system, in unusual circumstances, require the temporary suspension thereof.

ARTICLE 34
TEACHER FACILITIES

The Board and the Association agree that each school shall have the following facilities whenever possible.

ARTICLE 38
BOARD PREROGATIVES

All rights, powers, authority and prerogatives of the Board shall continue to remain exclusively vested in the Board unless specifically limited by the express provisions of this agreement.

ARTICLE 39
JUST CAUSE

No teacher shall be disciplined, reprimanded or suspended without pay except for just cause. All teacher terminations shall be in accordance with Connecticut General Statutes 10-151 as the same may be amended from time to time.

ARTICLE 40
MISCELLANEOUS

- A. Whenever appropriate the Board and the Association may act by committee or designated representative.
- B. This Agreement may not be modified in whole or in part except by an instrument in writing duly executed by both parties hereto.

ARTICLE 41
DURATION

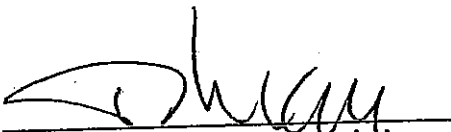
The provisions of this Agreement shall be effective as of July 1, 2006 and shall continue and remain in force and effect until June 30, 2009.

IN WITNESS WHEREOF the parties hereunto set their hands and seals

this _____ day as of _____, 2006

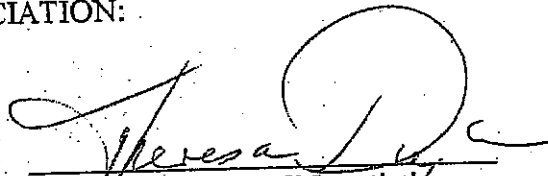
FOR THE TORRINGTON BOARD OF EDUCATION:


Chairman


Chairman of Negotiations

FOR THE TORRINGTON EDUCATION ASSOCIATION:

President


Chairman of Negotiations

APPENDIX A

SALARY SCHEDULE 2006-2007

STEP	BA Level I	MA or 30 Hours Level II	MA+15 Level III	Prof. Cert. or 2 nd MA Level IV
1	34,269	37,895	39,531	41,315
2	35,660	39,583	41,196	43,025
3	37,513	41,601	43,188	45,058
4	39,343	43,620	45,180	47,091
5	41,235	45,689	47,222	49,177
6	43,227	47,872	49,380	51,381
7	45,352	50,173	51,655	53,697
8	48,461	53,654	55,122	57,377
9	52,326	57,959	59,433	61,929
10	57,175	63,248	64,729	67,467
11	60,368	66,861	68,389	71,345
12	63,665	70,751	72,365	75,619

All teachers shall advance to the next appropriate step of the salary schedule.

SALARY SCHEDULE 2007-2008

STEP	BA Level I	MA or 30 Hours Level II	MA+15 Level III	Prof. Cert. or 2 nd MA Level IV
1	35,518	39,144	40,780	42,564
2	36,909	40,832	42,445	44,274
3	38,762	42,850	44,437	46,307
4	40,592	44,869	46,429	48,340
5	42,484	46,938	48,471	50,426
6	44,476	49,121	50,629	52,630
7	46,601	51,422	52,904	54,946
8	49,710	54,903	56,371	58,626
9	53,575	59,208	60,682	63,178
10	58,424	64,497	65,978	68,716
11	61,617	68,110	69,638	72,594
12	65,256	72,519	74,174	77,510

All teachers shall advance to the next appropriate step of the salary schedule.

SALARY SCHEDULE
2008-2009

STEP	BA Level I	MA or 30 Hours Level II	MA+15 Level III	Prof. Cert. or 2 nd MA Level IV
1	38,381	42,304	43,917	45,746
2	40,234	44,322	45,909	47,779
3	42,064	46,341	47,901	49,812
4	43,956	48,410	49,943	51,898
5	45,948	50,593	52,101	54,102
6	48,073	52,894	54,376	56,418
7	51,182	56,375	57,843	60,098
8	55,047	60,680	62,154	64,650
9	57,472	63,325	64,802	67,419
10	59,896	65,969	67,450	70,188
11	63,089	69,582	71,110	74,066
12	66,888	74,332	76,028	79,448

All teachers shall advance to the next appropriate step of the salary schedule.

Levels of Salary Scale Defined

A. Ranges Based on Experience

- 1) Under the schedule, the salary range for each teacher is determined in part by the amount of his professional experience. Regular increments as set under the schedule are granted for each step shown on said schedule.
- 2) Any teacher employed by the Torrington Board of Education prior to July 1, 2002 who was not placed on the numerical step which reflected the amount of qualified previous experience granted at the time of hire, may submit to the Superintendent, by October 1, 2002, a request for review of placement. All teachers not on the maximum step who, based on the "years of completed service" column effective at the time of hire, were not given full credit for granted teaching experience shall be advanced an additional step on the 2003-2004 salary schedule.

B. Ranges Based on Training

- 1) Under the schedule, a teacher's salary is determined also by professional training. The proposed schedule makes provision for four groups: four years of academic work with a bachelor's degree; a fifth year level with a master's degree or thirty hours of approved graduate work beyond a bachelor's degree; a master's degree plus fifteen graduate credits in a planned program; a sixth year level with a professional certificate or a second master's degree.

- 2) Since the schedule cannot operate adversely to affect the present standing of any teacher, this clause is included:

In those cases prior to the ruling of the Board of Education, February of 1950, on in-service credits, where teachers qualified for the next level partially on the basis of in-service credits accepted and approved by an In-Service Committee, these credits shall be honored both for attainment of a level of advancement or retention of a level of advancement.

- 3) Notwithstanding the provisions of Paragraph B 1) undergraduate credits accumulated beyond the master's degree for the purpose of qualifying for the next level on the salary schedule shall be credited toward the attainment of that level if 1) earned at an accredited college or university, 2) in a program of study reasonably related to the teacher's assignment in Torrington, and 3) approved by the Superintendent.

C. Increments

- 1) Each teacher not already at the maximum salary on the schedule shall receive, upon satisfactory performance, one increment every year. Provision for a teacher who moves from one level to the next is made under the section on Basis for Advancement.
- 2) Year for year credit, not to exceed two years, for active military service is granted on the salary schedule to each teacher provided said teacher has not previously received such credit in this system. No fractional year credit will be allowed for active military service.
- 3) Teachers who fill a position for which they are qualified, and teach one-half (1/2) of the school year in the Torrington district, shall, if hired the following year, move to the next step of the appropriate level.

D. Placement For New Hires

- 1) The Board may offer to teachers hired for and after the 2005-2006 school year, work experience credit for salary placement purposes provided:
 - a) the Board makes a consistent effort to hire certified teachers and
 - b) the work experience is directly related to the teacher shortage areas designated by the Connecticut State Department of Education or is in an area that mutually is agreed upon by the board and the association.
 - c) the teacher shall teach most of his or her schedule in the area(s) for which work experience is given and,
 - d) the Board may grant up to 75% of a person's work experience rounded upwards or downwards to the nearest whole year.

For Example: Someone with eight (8) years work experience as a chemist may be credited with up to six (6) years experience for salary placement purposes, provided he is hired to teach chemistry.

E. Basis for Advancement

1) Level One

- a) The basic requirements for Level One is the holding of a bachelor's degree and an appropriate teacher's certificate.
- b) All teachers presently employed not holding a bachelor's degree but meeting State requirements for certification are classified under Level One.

2) Level Two

A teacher must have a bachelor's degree plus an additional thirty hours of credit on a graduate level or master's degree and an appropriate teacher's certificate.

3) Level Three

Beyond the requirements of Level Two, the teacher must have 15 credits in a planned program.

4) Level Four

Subsequent to June, 1956, a teacher must have a master's degree plus a professional certificate or another master's degree unless the teacher has completed requirements for Level Two prior to June, 1956, plus a master's degree or a professional certificate.

5) Doctoral Differential

- a) Teachers who hold a doctorate degree will be compensated, beyond the step and level of present salary, at the rate of \$2,500.
- b) The doctoral differential will be pro-rated upon notification to the Superintendent of receipt of doctorate degree. Item F-3) of the General Regulations Governing Advancement does not apply to this differential.

F. General Regulations Governing Advancement

- 1) In any case of disagreement at local level concerning credits, the Connecticut State Department of Education shall be the final arbitrator.

- 2) All credits shall be acquired from approved institutions of learning in compliance with Connecticut State Department of Education regulations.
- 3) A teacher meeting necessary requirements advances to the new level on the next school year. He/she will receive both the experience increment and the training increment. In order to qualify for a change of level qualification status during any school year, written notice of an expected change must be filed with the office of the Superintendent no later than February 1st of the preceding school year. The teacher will also need to submit the necessary credentials to verify the basis for the requested change in level before the level change can occur.

APPENDIX B
DIFFERENTIAL SCHEDULE

	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
→ Director of Nursing	2,776	2,845	2,916
* Band Director – THS	3,099	3,176	3,256
* Band Director – TMS	1,808	1,853	1,900
* Elementary Band Director	1,808	1,853	1,900
* Elementary Orchestra Director	1,808	1,853	1,900
Drama Production - High School			
(a) Non-Musical Production			
1. Director	1,800	1,845	1,891
2. Backstage Supervisor	1,443	1,479	1,516
3. Producer	944	1,128	1,156
4. Costumer	556	569	584
(b) Musical Production			
1. Director	1,800	1,845	1,891
2. Backstage Supervisor	1,443	1,479	1,516
3. Music Director	1,800	1,845	1,891
4. Music Producer	1,100	1,128	1,156
5. Costumer	556	569	584
Drama Production – TMS			
(a) Fall Production			
1. Director	1,443	1,479	1,516
2. Director	1,443	1,479	1,516
(b) Spring Production			
1. Director	1,443	1,479	1,516
2. Director	1,443	1,479	1,516
Coordinating Teachers*	1,235	1,266	1,298
▲ Student Government Advisors – TMS*	247	253	260
2 ▲ Student Council Advisors – THS*	1,854	1,901	1,948
not → ▲ Class Advisors – THS*	1,854	1,901	1,948
▲ Class Book Advisors - THS, TMS*	247	253	260
Summer Curriculum Work – District-wide (per hour)	43	44	45
Chaperone (total per dance)	50 ea.	51 ea.	53 ea.
Mentors (per year, per mentee)*	540	554	568
– Master Mentors (per year, per mentee)*	1,000	1,025	1,051
Office Detention	33	34	34

Mileage payment will be made to those teachers whose schedules require that they be in more than one location on a given school day. The mileage payment shall be at the IRS rate. *Total stipend is paid to each teacher or advisor.

APPENDIX C
ATHLETIC COACHES' SALARY SCHEDULE
2006-2007

	FIRST YEAR	SECOND YEAR	THIRD YEAR
→ ATHLETIC DIRECTOR	\$7,175	\$7,688	\$8,014
ASSISTANT ATHLETIC DIRECTOR	2,319	2,848	3,622
Head Football	3,704	4,634	5,558
Head Basketball - Boys and Girls	3,569	4,370	5,292
Head Swimming	3,042	3,840	4,634
Head Baseball	3,042	3,840	4,634
Head Cross Country - Coed	3,042	3,840	4,634
Head Softball	3,042	3,840	4,634
Head Track - Boys and Girls	3,042	3,840	4,634
Head Soccer - Boys and Girls	3,042	3,840	4,634
Head Volleyball - Boys and Girls	3,042	3,840	4,634
Head Golf	3,042	3,840	4,634
Head Tennis - Boys and Girls	3,042	3,840	4,634
Assistant Football	2,569	3,169	3,705
Assistant Basketball - Boys and Girls	2,414	3,020	3,440
Assistant Track - Boys and Girls	2,114	2,569	3,020
Assistant Indoor Track	2,114	2,569	3,020
Assistant Swimming - Boys and Girls	2,114	2,569	3,020
Diving Coach	2,114	2,569	3,020
Assistant Soccer - Boys and Girls	2,114	2,569	3,020
Assistant Baseball	2,114	2,569	3,020
Assistant Softball	2,114	2,569	3,020
Assistant Volleyball - Boys and Girls	2,114	2,569	3,020
Cheerleading	1,193	1,722	2,252
Cheerleading Assistant	1,122	1,157	1,203
THS Dance Team	1,000	1,520	2,033
Raiderettes	597	861	1,123
TMS Cheerleading	597	861	1,123
TMS Head Basketball - Boys and Girls	1,852	2,252	2,648
TMS Head Volleyball - Boys and Girls	1,852	2,252	2,648
TMS Head Cross Country - Coed	1,852	2,252	2,648
TMS Baseball	1,852	2,252	2,648
TMS Softball	1,852	2,252	2,648
TMS Head Soccer - Boys and Girls	1,852	2,252	2,648
TMS Head Track - Boys and Girls	1,852	2,252	2,648
TMS Assistant Basketball - Boys and Girls	1,589	2,252	2,648
TMS Assistant Cross Country - Coed	1,589	2,252	2,648
TMS Assistant Track - Boys and Girls	1,589	2,252	2,648
TMS Assistant Volleyball - Girls	1,589	2,252	2,648
Elementary Softball			662
Elementary Basketball			662
Elementary Gymnastics			1,261
Elementary Volleyball			662
Intramurals District wide - per session	44	46	47.15
→ TMS Intramural Coordinator	1,980	1,980	1,980

--When an assistant coach moves to a head coach position, he/she will move to the column on the head coach row where he/she would make more than what he/she would as an assistant coach.

APPENDIX C
ATHLETIC COACHES' SALARY SCHEDULE
2007-2008

	FIRST YEAR	SECOND YEAR	THIRD YEAR
ATHLETIC DIRECTOR	\$7,354	\$7,880	\$8,215
ASSISTANT ATHLETIC DIRECTOR	2,377	2,920	3,713
Head Football	3,797	4,750	5,696
Head Basketball - Boys and Girls	3,658	4,479	5,424
Head Swimming	3,118	3,936	4,750
Head Baseball	3,118	3,936	4,750
Head Cross Country - Coed	3,118	3,936	4,750
Head Softball	3,118	3,936	4,750
Head Track - Boys and Girls	3,118	3,936	4,750
Head Soccer - Boys and Girls	3,118	3,936	4,750
Head Volleyball - Boys and Girls	3,118	3,936	4,750
Head Golf	3,118	3,936	4,750
Head Tennis - Boys and Girls	3,118	3,936	4,750
Assistant Football	2,633	3,249	3,798
Assistant Basketball - Boys and Girls	2,474	3,095	3,526
Assistant Track - Boys and Girls	2,166	2,633	3,095
Assistant Indoor Track	2,166	2,633	3,095
Assistant Swimming - Boys and Girls	2,166	2,633	3,095
Diving Coach	2,166	2,633	3,095
Assistant Soccer - Boys and Girls	2,166	2,633	3,095
Assistant Baseball	2,166	2,633	3,095
Assistant Softball	2,166	2,633	3,095
Assistant Volleyball - Boys and Girls	2,166	2,633	3,095
Cheerleading	1,223	1,765	2,308
Cheerleading Assistant	1,150	1,186	1,233
THS Dance Team	1,025	1,558	2,084
Raiderettes	611	883	1,151
TMS Cheerleading	611	883	1,151
TMS Head Basketball - Boys and Girls	1,898	2,308	2,714
TMS Head Volleyball - Boys and Girls	1,898	2,308	2,714
TMS Head Cross Country - Coed	1,898	2,308	2,714
TMS Baseball	1,898	2,308	2,714
TMS Softball	1,898	2,308	2,714
TMS Head Soccer - Boys and Girls	1,898	2,308	2,714
TMS Head Track - Boys and Girls	1,898	2,308	2,714
TMS Assistant Basketball - Boys and Girls	1,628	2,037	2,444
TMS Assistant Cross Country - Coed	1,628	2,037	2,444
TMS Assistant Track - Boys and Girls	1,628	2,037	2,444
TMS Assistant Volleyball - Girls	1,628	2,037	2,444
Elementary Softball			679
Elementary Basketball			679
Elementary Gymnastics			1,292
Elementary Volleyball			679
Intramurals District wide - per session	45	47	48
TMS Intramural Coordinator	2,030	2,030	2,030

--When an assistant coach moves to a head coach position, he/she will move to the column on the head coach row where he/she would make more than what he/she would as an assistant coach.

APPENDIX C
ATHLETIC COACHES' SALARY SCHEDULE
2008-2009

	FIRST YEAR	SECOND YEAR	THIRD YEAR
ATHLETIC DIRECTOR	\$7,538	\$8,077	\$8,420
ASSISTANT ATHLETIC DIRECTOR	2,436	2,993	3,806
Head Football	3,892	4,869	5,839
Head Basketball - Boys and Girls	3,750	4,591	5,560
Head Swimming	3,196	4,034	4,869
Head Baseball	3,196	4,034	4,869
Head Cross Country - Coed	3,196	4,034	4,869
Head Softball	3,196	4,034	4,869
Head Track - Boys and Girls	3,196	4,034	4,869
Head Soccer - Boys and Girls	3,196	4,034	4,869
Head Volleyball - Boys and Girls	3,196	4,034	4,869
Head Golf	3,196	4,034	4,869
Head Tennis - Boys and Girls	3,196	4,034	4,869
Assistant Football	2,699	3,330	3,893
Assistant Basketball - Boys and Girls	2,536	3,173	3,614
Assistant Track - Boys and Girls	2,221	2,699	3,173
Assistant Indoor Track	2,221	2,699	3,173
Assistant Swimming - Boys and Girls	2,221	2,699	3,173
Diving Coach	2,221	2,699	3,173
Assistant Soccer - Boys and Girls	2,221	2,699	3,173
Assistant Baseball	2,221	2,699	3,173
Assistant Softball	2,221	2,699	3,173
Assistant Volleyball - Boys and Girls	2,221	2,699	3,173
Cheerleading	1,254	1,809	2,366
Cheerleading Assistant	1,179	1,216	1,264
THS Dance Team	1,051	1,597	2,136
Raiderettes	627	905	1,180
TMS Cheerleading	627	905	1,180
TMS Head Basketball - Boys and Girls	1,946	2,366	2,782
TMS Head Volleyball - Boys and Girls	1,946	2,366	2,782
TMS Head Cross Country - Coed	1,946	2,366	2,782
TMS Baseball	1,946	2,366	2,782
TMS Softball	1,946	2,366	2,782
TMS Head Soccer - Boys and Girls	1,946	2,366	2,782
TMS Head Track - Boys and Girls	1,946	2,366	2,782
TMS Assistant Basketball - Boys and Girls	1,669	2,088	2,505
TMS Assistant Cross Country - Coed	1,669	2,088	2,505
TMS Assistant Track - Boys and Girls	1,669	2,088	2,505
TMS Assistant Volleyball - Girls	1,669	2,088	2,505
Elementary Softball			696
Elementary Basketball			696
Elementary Gymnastics			1,325
Elementary Volleyball			696
Intramurals District wide - per session	46	48	50
TMS Intramural Coordinator	2,081	2,081	2,081

--When an assistant coach moves to a head coach position, he/she will move to the column on the head coach row where he/she would make more than what he/she would as an assistant coach.

APPENDIX D

Grievance Form

Name of Complainant _____

Position Held _____

Name of School _____

School Phone Number _____

Principal/Supervisor _____

School PR&R Representative _____

Article of Agreement or School Policy Allegedly Violated _____

Statement of Grievance _____

Action Requested _____

Signature of Complainant

Date

