

CONTRACT

BETWEEN

The NAUGATUCK TEACHERS' LEAGUE

AND

The NAUGATUCK BOARD OF EDUCATION

September 1, 2012 to August 31, 2015

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PROFESSIONAL AGREEMENT
between the
NAUGATUCK BOARD OF EDUCATION
and
NAUGATUCK TEACHERS' LEAGUE

This Agreement is made and entered into this _____ day of _____, 2011 by and between the Naugatuck Board of Education (hereinafter referred to as the "Board") and the Naugatuck Teachers' League (hereinafter referred to as the "League").

ARTICLE I
PREAMBLE

- 1.1 This Agreement is negotiated in order to fix for its term the salaries and all other conditions of employment provided herein.
- 1.2 Previously adopted policies, rules or regulations in conflict with this Agreement are superseded by this Agreement. The Board shall not adopt any policy, rule or regulation which overrides or contradicts any specific provision of this Agreement.

ARTICLE II
RECOGNITION

- 2.1 Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement, shall refer to all employees in the above unit, including Title I teachers. Teachers holding a Durational Shortage Area Permit (DSAP) shall be covered by all the terms and conditions of this Agreement, except as provided herein:
 - (1) Article VII – LEAVES OF ABSENCE, Sections 7.6 and 7.8
 - (2) Article X - TEACHER ASSIGNMENTS
 - (3) Article XIX - DEATH AND RETIREMENT BENEFITS
 - (4) Article XXVI - SEPARATION AND RECALL

A DSAP holder shall not accrue seniority or length of service for purposes of this Agreement. Notwithstanding the forgoing, if a DSAP holder becomes certified as a teacher and is employed by the Board as a certified teacher the subsequent school year without any break in employment service, the teacher shall be credited with years of continuous employment service as a DSAP holder for purposes of seniority and length of service under this Agreement. The Board shall have the right not to renew and/or terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.

- 2.2 After forty (40) consecutive work days of teaching, a substitute shall be paid on the appropriate degree column of the salary schedule and, at the sole discretion of the Superintendent, at the appropriate step, taking into account prior experience. After forty (40) days of teaching in the school system in any assignment, a substitute will be paid at the rate of not less than eighty (\$80.00) dollars per day. Substitutes will receive no other benefits under this contract

ARTICLE III GRIEVANCE PROCEDURE

- 3.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems, which may arise affecting the working conditions of teachers. Both parties agree that proceedings shall be kept confidential as is appropriate.

3.2 **Definition**

A grievance shall be defined as a complaint by an employee that there has been an alleged violation, misinterpretation, misapplication or infringement of a specific provision of this Agreement based upon an event or condition which affects the conditions of employment of a teacher or a group of teachers, all to the detriment of the employee.

As used in this Article, the term "employee" shall mean either (a) an individual employee, or (b) a group of employees having the same grievance.

3.3 **Procedure**

- (a) An employee and a League representative (if the employee so desires) shall first discuss the problem with the school official serving as his immediate supervisor (or Principal). If the matter is not satisfactorily adjusted within two (2) school days of the discussion with the employee's immediate supervisor (or Principal), the employee shall submit it in writing within five (5) school days of the discussion to such immediate supervisor, above, for a satisfactory adjustment.
- (b) Such immediate supervisor may request a meeting with the employee and a League representative (if the employee so desires) prior to making his decision, but in any event must render his decision in writing, with copies to the employee and the League within five (5) school days of the written submission to him by the employee.
- (c) Failing satisfactory settlement within such time limit the aggrieved employee may, within five (5) school days of the date of the immediate supervisor's written decision, appeal in writing to the Superintendent or his designated representative, and such writing shall set forth specifically the act or condition which the grievance was based in the first step above and the grounds upon which the appeal is based.

- (d) The Superintendent and/or his representative shall meet with the employee and a League representative (if requested by the employee) within ten (10) school days of the receipt by him of such appeal, and shall give his decision in writing to the employee and the League within ten (10) school days of such meeting.
- (e) Failing satisfactory settlement within such time limit, the aggrieved employee may, within five (5) school days of the date of the Superintendent's written decision, appeal in writing to the Board, or its designated committee. The Board and its designated committee shall meet with the employee and a League representative (if requested by the employee) within fifteen (15) school days of receipt by it of such appeal and shall give its decision in writing to the employee and the League within fifteen (15) school days of such meeting.

3.4 **Arbitration**

- (a) If the League is not satisfied with the disposition of a grievance (as defined in Section 3.2 (1) above) after Level Three has been completed, or if the Board has failed to provide its written decision within the time period specified in 3.3 Procedure (e), it may submit the grievance to arbitration by filing a demand for arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association within ten (10) school days after receipt of the Board's decision or within ten (10) school days following the expiration of the time limit for the Board's decision.
- (b) Notice of intention to demand arbitration shall be given to the Superintendent and/or the American Arbitration Association in writing.
- (c) The arbitrator shall hear and decide only one grievance in each case. He shall be bound by and must comply with all the terms of this Agreement. He shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The decision of the arbitrator shall be binding upon both parties and all employees during the life of this Agreement, unless the same is contrary to law. Fees and expenses of the arbitrator shall be borne equally by the Board and the League.
- (d) No provisions of this contract which are stated as matter of policy shall be subject to arbitration.
- (e) Arbitration hearings shall be conducted outside of school hours.

3.5 **Miscellaneous**

- (a) Any grievance, as defined above, must be presented for disposition through the grievance procedure set forth above within twenty (20) school days of the time when the employee knew or should have known, of the acts or omissions complained of in order to be considered a timely grievance under this Agreement.

Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered, and such decision shall thereafter be binding upon the aggrieved and the League. All time limits may be extended by mutual written agreement of the Board and the League.

- (b) If in the judgment of the President of the League a grievance affects a group or class of employees, the President of the League may submit such grievance at the Superintendent level of this procedure.
- (c) Decisions rendered at all levels of the grievance procedure shall be in writing.
- (d) 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.
- (e) For purpose of this Article, during the school year, "school days" is defined as days when school is in session; during summer recess, "school days" is defined as Monday through Friday.
- (f) 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.
- (g) Any employee or the Board may be represented at any stage of this grievance procedure by any person of his or its choice, provided, however, that exclusive organizational representation shall be provided by the League. When an employee is not represented by the League, the League shall be given an opportunity to present and state its views at any stage of this grievance procedure.
- (h) The League may, if it so desires, call upon professional services of the Connecticut Education Association for consultation and assistance at any stage of the procedure.

ARTICLE IV PROTECTION OF TEACHERS

- 4.1 Teachers shall report immediately to their principal and to the central office all cases of assault suffered by them in connection with their employment.
- 4.2 This report shall be forwarded to the Superintendent and then to the Board which shall comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and shall act in appropriate ways as liaison between teachers, the police, and the courts.

**ARTICLE V
PERSONAL INJURY BENEFITS**

- 5.1 Whenever an employee is absent from school as a result of personal injury caused by an accident arising out of and in the course of his/her employment and he/she is receiving temporary total disability benefits, he/she shall be paid his/her full salary (less the amount of temporary total disability benefits received due to said injury) for the period of such absence, but not beyond either the current school year or for three (3) months, whichever is the longer period of time. No part of such absence shall be charged to his/her annual or accumulated sick leave. For absence for such reasons beyond such period, a teacher shall be entitled to use his/her sick leave allowance.

Whenever an employee is absent from school as a result of personal injury caused by an accident arising out of and in the course of his/her employment, he/she has restricted duties and the Board does not have work available within the employee's restrictions, he/she shall be paid his/her full salary (less the amount of temporary partial disability benefits received due to said injury) for the period of such absence, but not beyond either the current school year or for three (3) months, whichever is the longer period of time. No part of such absence shall be charged to his/her annual or accumulated sick leave. For absence for such reasons beyond such period, a teacher shall be entitled to use his/her sick leave allowance.

**ARTICLE VI
INSURANCE**

- 6.1.a From September 1, 2012 through December 31, 2012, all employees enrolled, as of August 31, 2012, in the plan described in Appendix A of the collective bargaining agreement between the Board and the League dated September 1, 2009 to August 31, 2012, shall be, at the employee's option, enrolled in either the plan set forth herein in Appendix A (the High Deductible Health Plan (HDHP)) or Appendix B (the Health Benefit Plan). Such employees electing to enroll in the plan described herein in Appendix A (the HDHP) for the period from September 1, 2012 through December 31, 2012 shall receive a pro-rated portion of the Board's contribution toward the deductible set forth in Appendix A for such period of time. Employees electing the plan described herein in Appendix B (the Health Benefit Plan) for the period from September 1, 2012 through December 31, 2012 shall be responsible for an 18% premium share contribution for such plan.

All employees enrolled, as of August 31, 2012, in the optional High Deductible Health Plan (HDHP) described in Appendix B of the collective bargaining agreement between the Board and the League that expires on August 31, 2012, shall remain in such plan through December 31, 2012 (with the premium share contribution set forth herein for the HDHP for the period from September 1, 2012 through December 31, 2012).

Effective January 1, 2013, the HDHP described in Appendix A shall be the insurance plan available to eligible employees. Enrollees in the HDHP shall have a Health Savings Account (HSA) to defray deductible expenses.

The Board agrees to contribute fifty percent (50%) of the deductible in each year of the contract. The Board's contribution toward the deductible shall be deposited in the HSA bank account of the teacher on or before January 2nd of each contract year.

The teacher's contribution toward the deductible shall either be, at the teacher's option, via payroll deduction or contributed directly by the teacher in his/her HSA bank account.

A Health Savings Account (HSA) is not health insurance, it is a bank account. The parties acknowledge that the Board's contribution toward funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall not fund any portion of the deductible contribution for retirees (except as set forth under Article XIX, Section 19.3) or other individuals upon their separation from employment (i.e. – no contributions will be made into an HSA account for such individuals).

The teacher will be responsible for opening the HSA account at either Naugatuck Valley Savings and Loan Association or Naugatuck Savings Bank. In the event that either Naugatuck Valley Savings and Loan Association or Naugatuck Savings Bank impose any bank fees associated with maintaining the HSA account, the parties agree to jointly select another bank for the HSA account. The Board will make provisions for a before tax direct deposit payroll deduction for employees who elect the HSA plan.

High Deductible Health Plan Employee Premium Share (Appendix A):

September 1, 2012	14%
January 1, 2013	14%
January 1, 2014	15%
January 1, 2015	16%

- 6.1.b The Board of Education will maintain the current level of dental benefits which they have been providing for the employee and spouse on a 90%/10% employer-employee premium sharing basis. Teachers who choose to purchase family coverage shall pay 100% of the remaining balance.
- 6.1.c The Board of Education will provide a \$55,000 insurance policy plus double indemnity for the individual teacher only.
- 6.1.d To be eligible to receive these insurance benefits, each employee must submit a written wage deduction authorization permitting the Board to deduct from the employee's salary his/her share of the premiums set forth above. Each employee will be informed of the amount of the premium in writing prior to the first or any revised deduction. An employee may forgo or withdraw from full coverage rather than pay his/her share of the premium. The Board shall adopt an Internal Revenue Code Section 125 pre-tax conversion plan which will allow employees to meet their required premium contribution and also include a medical care spending account and a dependent care spending account,

to the extent allowed by applicable law. Election to participate in such plans shall be at the option of the employee.

- 6.2 Employees working less than half-time shall be offered individual insurance coverage only.
- 6.3 Insurance benefits are provided from September 1 through August 31, for those teachers employed through the end of the school year.
- 6.4 Prior to any change in insurance plans or carriers, the League shall be notified and consulted. A change in insurance carrier shall not reduce the level of benefits. A change in insurance carrier shall not substantially change the nature of the administration of coverage, unless the President of the League approves the change. The representative of the insurance carrier shall meet with the President of the League to explain the proposed change.

If the League President does not approve a change recommended by the Superintendent, he/she shall submit a written statement detailing the reasons for such disapproval.

If the League President disapproves of any change or fails to act on the Superintendent's recommendation within a reasonable time, the Board may submit the following issue to binding arbitration and must receive a written decision thereon prior to implementing any change in insurance plans or carriers. Does the change as presented reduce the level of benefits and or substantially adversely affect the nature of the administration of benefits?

- 6.5 All insurances, including those provided under this Agreement's Article XIX, are subject to and in accordance with the terms of the respective carriers.

There shall be an open enrollment period on an annual basis in November for an effective date of January of each contract year. For the period from September 1, 2012 through December 31, 2012, the open enrollment period shall be in May of 2012.

6.6 Insurance Waiver

- (a) Teachers may voluntarily elect, in writing, to waive insurance coverages listed above, and in lieu thereof shall receive an annual payment equal to the following:

Individual Waiver	\$ 500
Individual plus one Waiver	\$ 750
Family Waiver	\$1,000

- (b) Payment to those employees shall be made in one lump sum after the school year in which the insurance is waived.
- (c) In order to receive full payment, notice of intent to waive insurance coverage must be provided in writing to the business office prior to the start of the school

year otherwise, the payment will be prorated based on the date the employee decides to exercise the waiver. Employees hired after the start of the school year must provide notice of intent to waive coverage within the first two weeks of employment. Evidence of alternate insurance coverage must be submitted with the notice of intent to waive.

- (d) This insurance waiver provision has force and effect only during fiscal years when the Board is fully insured at the level it was fully insured during the 2007-08 fiscal, and is not considered a benefit for purposes of Section 6.4.

ARTICLE VII LEAVES OF ABSENCE

7.1 Personal Leave - with pay

- (a) **Professional days**- two (2) days per year; such two (2) professional days are not cumulative.
- (b) **Leave for personal reasons** - three (3) days per year. Two (2) unused personal days may be accumulated so that the combined current and accumulated personal days may reach a total of six (6). Personal days shall be limited to situations not under the control of the applicant, which make absence from service necessary and unavoidable. Additional leaves of absence with pay may be granted by the Superintendent in his sole and absolute discretion.
- (c) **Funeral in immediate family** - three (3) days (for the purpose of this Article, immediate family is defined to include spouse, civil union partner as defined by state statute, mother, father, mother-in-law, father-in-law, grandmother, grandfather, sister, brother, child, grandchild, step parents, step children or any person who has been domiciled in the teacher's household).
- (d) **Funeral other than immediate family** - one (1) day.
- (e) Any absence other than the above granted by the Superintendent shall be without pay.
- (f) Leaves under (b) shall not be taken immediately before or after a scheduled school holiday or vacation without giving a specific reason which reason may not be "necessary and unavoidable".
- (g) All leaves taken pursuant to this Article shall be approved in advance by the Superintendent or, in his absence, his designee. Approval shall not be withheld in the following cases:
 - (1) birth of child by wife,

- (2) attendance of graduation exercises for self, spouse, children, up to a maximum of two (2) days if required,
 - (3) any severe illness or injury of spouse, or children, which requires the teacher's presence,
 - (4) mandatory court appearances unless such appearance is at the request of the Naugatuck Board of Education in which case no personal leave days shall be charged against the employee.
- (h) Any one of the three (3) personal leave days may be taken without stated reasons as long as the absence is necessary and unavoidable (7.1 (b)). Application for all of the above leaves shall be made to the principal in writing at least forty-eight (48) hours in advance and shall be subject to the approval of the Superintendent or his designee except that approval shall not be withheld for the reasons contained in paragraph (g) above. Exceptions to the forty-eight (48) hour time limit for application may be made in cases of emergencies by the Superintendent or his designee.

7.2 **Military Leave**

- (a) Reinstatement of teachers after military leave that has interrupted teaching service shall be in accordance with state and federal law.
- (b) For purposes of the salary schedules, any teachers hired by the Naugatuck Board of Education shall receive credit of up to two (2) years for time spent in military service, or more if required by law.

7.3 **Pregnancy and Child-Rearing Leave**

- (a) The Board and the League recognize that teachers are entitled to leaves for maternity-related disabilities in accordance with Section 46a-60(a)(7) of the Connecticut General Statutes.
- (b) Major verification of commencement and completion of pregnancy-related disability shall be furnished by the employee as soon as possible.
- (c) Any certified professional employee shall be entitled upon written request, submitted to the Superintendent of Schools, to an extended leave without pay for the purposes of child-rearing, apart from any period of childbirth disability leave. An employee shall be entitled to such leave for a period not less than the remainder of the school year and not to exceed twenty (20) calendar months. However, the teacher shall return from leave only on the first day of the school year or, at the Superintendent's discretion, at any other point of the school year, within the twenty (20) calendar month maximum period. The Superintendent's decision with respect to a return date shall not be subject to the grievance and arbitration procedure set

forth herein under Article III. The establishment of the actual date of return from leave shall be made within thirty (30) days of the Superintendent's receipt of such a leave request, and once granted shall be irrevocable, except with the permission of the Board. All such written requests must be made no later than three (3) months prior to the expected birth date (or as soon as possible prior to adoption).

- (d) Leaves of this nature must be requested in the school year during which a child is born or adopted and shall, whenever possible, cause no interruption between the commencement of the leave and the birth or adoption of the child, except that such leave shall not be used to diminish a period of temporary disability occurring as a result of pregnancy.
- (e) Child rearing leave shall be further subject to the following provisions:
 - (1) All insurance benefits, either in whole or part, shall be available to the employee, at the group rate then in effect, at the expense of the employee.
 - (2) The teacher shall advance on the salary schedule in the year of return if the teacher has worked one-half (1/2) or more, of the last school year of employment.
 - (3) Upon return either on the first day of the school year or the date determined by the Superintendent in accordance with Article VII, Section 7.3(c), the teacher shall be reappointed to any vacant position for which he or she is certified and qualified. Any such leave may be prematurely terminated by mutual agreement between the teacher on leave and the Superintendent of Schools.
 - (4) It is understood that a non-tenured teacher who elects a child-rearing leave of absence shall waive any guarantee of return to the same or similar position. Any female teacher shall be deemed to have resigned if she does not return after the termination of maternity disability leave. However, the Superintendent shall make a reasonable effort to return any such non-tenured teacher to a position for which he or she is certified and qualified upon return of such teacher in September, except in cases where the Board has either voted not to renew the contract of said non-tenured teacher, or has otherwise terminated the contract of such teacher.

7.4 **League Leave**

It is understood that negotiations for such successor agreement will normally be conducted after school hours. If, however, negotiating meetings (not to include mediation sessions or arbitration) between the Board and the League are scheduled during normal working hours of a school day, not more than four (4) representatives of the League shall be relieved from all regular duties without loss of pay, as necessary, in order to permit their attendance at such meetings. When it is necessary, pursuant to the

Grievance Procedure in Article III of this Agreement a school representative, member of the Committee on PR&R or other representative designated by the League to investigate a grievance or attend a grievance meeting or hearing during a school day, he shall, provided he gives notice to his supervisor and/or principal of where he is going and why he is leaving his building and receives permission therefore (which permission shall not be unreasonably withheld) be released without loss of pay in order to permit participation in the foregoing activities, but this privilege shall be limited to one League representative per grievance per day. Any teacher whose appearance in such investigations, meetings, or hearings as a witness is necessary shall be accorded the same right.

7.5 Sick Leave

- (a) Each employee is entitled to sick leave with full pay of up to fifteen (15) school days in each contract year. Unused sick leave shall be accumulated from year to year, so long as the employee remains continuously in the service of the Board, up to but not in excess of one hundred seventy (170) days.
- (b) If requested by the Superintendent, the employee shall provide a note from the physician treating the employee for the condition causing the absence from school confirming the sickness or the ability of the employee to return to work and perform his or her duties. Where the teacher has not been under a physician's care, the Board shall pay the cost of illness verification for a Board appointed physician, unless the teacher elects to visit his/her own physician at his/her own expense.
- (c) Each year, no later than October 1, the Board shall provide each teacher with an account of his/her accumulated sick leave and personal leave days.

7.6 Sabbatical Leave

- (a) Upon the recommendation of the Superintendent, extended leave of absence ("Sabbatical Leave") may be granted at the discretion of the Board to an employee for purposes of research, study, or writing. The employee must have completed at least seven (7) consecutive years of satisfactory service with the Board.
- (b) The Superintendent and the Board need not consider any request for Sabbatical Leave unless it is received by the Superintendent in writing in such form as may be required, by December 1 of the year proceeding the school year in which the Sabbatical Leave is requested. It is understood that the deadline of December 1 shall be waived at the discretion of the Superintendent when fellowship grants or scholarships awarded later in the year make such a deadline unreasonable.
- (c) Preference will be given to applicants for Sabbatical Leave on the basis of benefit to the school system. In making this determination, consideration shall be given to the length of service of the applicants.

- (d) Employees absent on Sabbatical Leave shall be paid at least 75% of the contract rate in effect during such leaves; provided however, reductions shall be made, where necessary, so that the total of such payments, together with any amounts received in connection with the activities carried on during the Sabbatical Leave, do not exceed the salary to which such employees would have been entitled under this contract for service with the Board during the period of the Sabbatical Leave. In addition to such salary, the Board may, in its discretion, reimburse the employee for travel and other expenses related to the Sabbatical Leave.
- (e) Sabbatical Leave, once granted, may not be terminated before the date of the expiration of the leave, unless mutually agreed upon by the employee and the Superintendent.
- (f) Sabbatical Leave will not be granted for the purposes of engaging in gainful occupation or studying for other trade or profession.
- (g) Before beginning the Sabbatical Leave, the employee shall enter into a contract (a copy of which is attached hereto as Schedule D) to return to active service in the Naugatuck Schools for a period of at least two years after the expiration of such leave. An employee who does not perform this agreement shall repay to the Board the sum bearing the same ratio to the amount received while on leave that the unfulfilled portion of the two subsequent years' service bears to the two full years; provided, however, that the employee shall be released from such payment if his failure to serve the two years as stipulated is due to illness, disability, or death, or if he is released from the obligation by the Board.
- (h) An employee absent from service because of Sabbatical Leave, shall be entitled to such advancement to the salary schedule as he would have received had he remained in the system.

7.7 **Jury Duty**

Any teacher who is called for jury duty shall notify the Superintendent immediately upon receipt of notice and receive the necessary leave to fulfill this obligation if he/she is not released from such duty. During such absence, the teacher shall receive his/her daily rate of pay less the amount the teacher received as a jury fee, provided the teacher cooperates with the Superintendent in seeking to be excused from such jury duty.

7.8 **Other Leave**

The Board may grant, at its discretion, upon recommendation from the Superintendent, and upon terms and conditions set by the Superintendent, leave for up to one (1) year, to teachers. Each such leave shall be without fringes, accumulation of seniority, advancement on the salary scale and other benefits, unless otherwise stated.

- 7.9 An employee intending to return from a paid or unpaid leave at the commencement of an academic year shall file a notice of such intention with the Superintendent of Schools on or by June 1, preceding the scheduled date of return. Employees required to return on a date other than at the commencement of an academic year shall file a notice of intent to return by or on the date established by the Board of Education at the commencement of the leave. An employee who fails to file a notice of intent to return with the Superintendent by the required date shall be deemed to have resigned from the employ of the Board of Education effective on the notice of return date.

**ARTICLE VIII
CONVENTION TIME AND EXPENSES**

- 8.1 Upon submission of a district travel and expense report and copies of receipts, the Board of Education shall pay expenses incurred by the professional staff member who, with the approval of the Superintendent, attends workshops, seminars, conferences, or other improvement sessions. Such expenses shall include fees and the costs of meals, lodging and/or transportation. If an automobile is used, the professional staff member shall be paid at the published IRS rate per mile. A written report may be requested of any teacher attending such sessions.

**ARTICLE IX
DUTY-FREE LUNCH**

- 9.1 All teachers shall have an uninterrupted duty-free lunch period daily. For intermediate, middle and high school teachers the lunch period shall be a minimum of twenty (20) minutes and for elementary teachers the lunch period shall be a minimum of thirty (30) minutes. No elementary teachers shall be required to supervise the cafeteria during the lunch period.

**ARTICLE X
TEACHER ASSIGNMENTS, VACANCIES AND PROMOTIONS, AND TRANSFERS**

10.1 Assignments and Voluntary Transfers; Vacancies and Promotions

- (a) Teachers shall be notified in writing of any changes in their programs and schedules for the ensuing school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes or assignments that they will have, as soon as practicable and under normal circumstances by the end of the school year, provided that in the event of a change in circumstances or conditions, such assignments may be changed as required to meet the situation and notice thereof shall be given to the teacher in writing with a copy to the League President.
- (b) In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned, except in accordance with the regulations of the State Board of Education and for good cause, to subjects and/or

grades or other classes outside the scope of their teaching certificates and/or their major or minor fields of study.

- (c) Teachers who wish to apply for a change in grade and/or subject assignment or who wish to apply for transfer to another building shall file a written application with the Superintendent not later than two (2) weeks after posting of vacancies. Such application shall include the grade or the school or schools (in order of preference, if the teacher has preference) to which he desires to be transferred, and the reason for such application.
- (d) On the determination of assignments and transfers, the convenience and wishes of the individual teacher will be considered in the light of the instructional requirements and best interests of the school system and the pupils. However, it is understood that the administration may fill vacancies with those who have not applied under this Article. Except in emergencies, notice of all vacancies shall be posted in each school and a copy of such posting notice shall be given to the President of the Naugatuck Teachers' League, for a period of two (2) weeks prior to any acting to fill such vacancy. The two (2) week posting period shall not apply to promotional position openings or vacancies which occur after August 1 and before the official opening of school.
- (e) Except in emergency situations, when a vacancy exists in a promotional position or other position, or when a new promotional position is created (including summer programs) notice of such vacancy or newly created position shall be posted and a copy of such posting notice shall be given to the President of the Naugatuck Teachers' League, for a period of two (2) weeks prior to any action being taken to fill such vacancy or position. Teachers within the system wishing to be considered for assignment or transfer to such vacancies or positions may submit their requests to the Superintendent and shall, in making his decision as to what is best for the school system, give due consideration to a teacher's seniority in the system. The Board shall determine when a vacancy exists. For purposes of this section, promotional positions are defined as:
 - (1) Any position included in Schedule A or B of this contract, for which there is additional compensation over and above the base teacher's salary.
- (f) When filling promotional openings, the Board shall give preference to teachers in the unit.

10.2 **Involuntary Transfers**

- (a) When it is necessary to transfer teachers from one school building to another or to reassign teachers within a particular school building due to an elimination of a position(s) in a school or schools, the Board shall first consider volunteers from the building in which the elimination took place in an effort to reduce or eliminate the need for involuntary transfers to reassignments.

- (b) If after considering volunteers, the Board determines that there is still a need to effect involuntary transfers or reassignments, the Board shall give priority to the instructional requirements of the School System, the best interests of the School System and the pupils, and on the basis of Borough-wide seniority, within a particular building or within a particular department in cases where the school is departmentalized. The teacher who is involuntarily transferred or reassigned shall not lose pay or benefits (except extra duty assignments which may be affected by transfers or reassignments) under this Agreement.
- (c) One week prior to the close of school in June, a list of all open positions shall be given to the teachers being involuntarily transferred and to the League President. Teachers shall indicate which positions on the list they desire to fill. The positions shall be filled on the basis of the criteria noted in subsection (b) above.

10.3 For purposes of this Article, seniority is defined as follows:

- (a) Borough-wide (total number of years in uninterrupted service in a position requiring State Certification, without regard to number of positions held or building in which services were rendered).
- (b) School-wide (total number of years of uninterrupted services in a school in a position requiring State Certification, without regard to number of positions held).
- (c) Departmental (total number of years of uninterrupted service in a department of a given school or within a service department).

ARTICLE XI RULES AND REGULATIONS

11.1 The Board may, during the life of this Agreement, make and adopt rules and regulations for the maintenance of discipline and for the performance of the employees' duties; provided however (a) that no such rules and regulations shall override or contradict any specific provisions of this Agreement; and (b) that the League may present its positions on such rules and regulations at the next meeting of the Board at which the same is to be a topic, provided it notifies the Board prior to such meeting of its desire to be heard and in such notice outlines its position.

ARTICLE XII CONTRACTS

12.1 It will be the joint responsibility of the Board and the League to ensure that sufficient copies of the master contract are produced and provided to the Board, Administration, teachers and Teachers' League. The Board and League shall share all costs and expenses in implementing this provision.

**ARTICLE XIII
ANNUITY PLAN**

- 13.1 Teachers shall be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to United States Public Law No. 87-370.
- 13.2 Effective September 1, 2006, the Board shall establish a special purpose trust to allow a retired employees to pay post retirement medical expenses on a tax free-basis and converts lump sum distributions upon retirement from taxable W2 earned income to an employer qualified 401(a) or 403(b) plan. The League agrees to save the Board and its agents harmless from any claims, demands, suits, or judgments arising from actions taken by the Board in complying with the provisions of this Section.

**ARTICLE XIV
PAYROLL DEDUCTIONS**

- 14.1 In addition to those payroll deductions required by law, the following agencies are eligible for payroll deductions. All requests for deductions must be in writing on approved authorization forms.
- (a) Tax Sheltered Annuity Plans (Limited to plans authorized by employees on December 1, 1988.)
 - (b) United Way
 - (c) Naugatuck Teachers League, Connecticut Education Association and National Education Association.
 - (d) Waterbury Teachers' Credit Union
- 14.2 **Payment Options**
- (a) Teachers shall be paid bi-weekly, on Friday's, beginning with the first Friday after the opening of school on either:
 - (1) Ten Month Basis - 21 checks @ 1/26 of the annual salary and 5 checks @ 1/26 of the annual salary payable before the last school day of each school year.
 - (2) Ten Month Basis - Twenty-two (22) paychecks.
 - (b) Teachers shall elect said option by June 1, in the school year preceding the payments on a form provided by the school administration. Teachers who do not select any option shall be paid in accordance with option (2).

14.3 **Dues and Service Fee**

(a) **Conditions of Employment**

All teachers employed by the Naugatuck Board of Education shall, as a condition of employment, join the League or pay a service fee to the League. Said service fee shall not be greater than the amount uniformly required of members of the League which represents the costs of collective bargaining, contract administration and grievance adjustment.

(b) **Deductions**

The Naugatuck Board of Education agrees to deduct from each teacher an amount equal to membership dues or service fee by means of payroll deductions. Dues deduction from each paycheck shall be equal to the amount of total League membership divided by the number of paychecks from the first paycheck in September to the last paycheck in June. Service fee deductions shall be equal to the amount of total service fee divided by the number of paychecks from the first paycheck of January to the last paycheck in June and shall be deducted from service fee payers only during the period of January-June.

The amount of League membership dues and service fee shall be certified by the League to the Board of Education prior to the opening of school each year.

(c) **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.

(d) **Forwarding the Monies**

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

(e) **Save Harmless**

The League agrees to save the Board and its agents harmless from any claims, demands, suits, or judgments arising from actions taken by the Board in complying with the provisions of this Section.

(f) **General Provisions**

- (1) The singular reference to the "League" herein shall be interpreted as referring to the Naugatuck Teachers' League, the Connecticut Education Association and the National Education Association.

- (2) Payroll deductions made as the result of the Article XXVIII, do not require written authorization as referred to and specified by Article XIV, Section 14.1 of this Agreement.

**ARTICLE XV
TEACHERS' PERSONNEL FILES**

- 15.1 Any evaluation report or other written statement of criticism may not be contained in the individual teacher's personnel or other file longer than thirty (30) days, unless such report is shown to the subject teacher and such individual has been given the opportunity to acknowledge the report either by reply or signature within the thirty (30) day period beginning with the date of the report. It is recognized that teachers have access to their personnel files under C.G.S. §10-151a, as amended.
- 15.2 No teacher shall be disciplined without just cause. For purposes of this contract, the lowest level of discipline which just cause applies is a written warning. Disputes regarding termination or non-renewal will be processed in accordance with applicable state statutes and not subject to the grievance and arbitration provisions set forth herein.
- 15.3 Any substantive, serious complaint made to the administration against a teacher or person for whom the teacher is administratively responsible, by any parent, student, or other person, shall promptly be called to the attention of the teacher. In no case shall any anonymous complaint or other complaint of third parties not investigated by the administration be placed in the teacher's file.

**ARTICLE XVI
BOARD PREROGATIVES**

- 16.1 The Board has and will continue to retain, whether exercised or not, the rights, responsibilities and prerogatives as set forth below:

The Teachers' League recognizes the Board of Education as having the full and exclusive powers of management in operation of the school district, and, except as specifically limited herein, or in the Connecticut General Statutes as amended, the Board and the Superintendent of Schools reserve and retain full rights, authority and discretion in the discharge of their duties and responsibilities to control, supervise, and manage the school system and its professional staff.

**ARTICLE XVII
SALARIES**

- 17.1 The salary schedule and the definition for teacher salary placement to be in effect for the term of this Agreement are set forth on Schedule C attached hereto and hereby made a part hereof.

17.2 Each teacher shall advance on the salary schedule or receive a longevity stipend each year as noted in the salary schedule set forth in Schedule C of this Agreement except when on an unpaid leave of absence for one day more than one half of the school year. Advancement shall be in the appropriate degree column. Advancement and longevity stipend shall be automatic under an existing collective bargaining agreement, unless the Board of Education withholds such step advancement or longevity stipend for unsatisfactory service in the prior school year. Such withholding of an advancement or longevity stipend shall be subject to the grievance procedure commencing at the Board of Education level. Notwithstanding the foregoing, on September 1, 2012, teachers not at the maximum step shall advance one-half (1/2) step on the 2012-2013 salary schedule, on September 1, 2013, teachers not at the maximum step shall advance one-half (1/2) step on the 2013-2014 salary schedule and on September 1, 2014, teachers not at the maximum step shall advance one (1) step on the 2014-2015 salary schedule.

17.3 Each teacher who has served in the Naugatuck School District for twenty (20) or more years as of June 30 of the previous school year shall receive annually a longevity stipend prior to the December school recess as follows:

21-25 - \$ 400
26-30 - \$ 600
31-35 - \$ 800
35+ - \$1,000

17.4 Retirees shall receive the longevity payment earned in their final year of teaching on the first pay day of the following school year.

ARTICLE XVIII WORK YEAR

18.1 The teacher work day shall consist of seven (7) hours per day. The teacher work day shall consist of the instructional day and “wrap around time.”

Wrap around time at the elementary, intermediate and middle schools shall be fifteen (15) minutes before the instructional day begins and fifteen (15) minutes after the instructional day ends. That is, teachers shall be required to be on duty fifteen (15) minutes before and fifteen (15) minutes after the instructional day.

At the high school the “wrap around” time shall be five (5) minutes before and twenty (20) minutes after the instructional day.

18.2 There are one hundred eighty (180) instructional days.

18.3 The teacher work year shall consist of one hundred eighty three (183) days.

18.4 Effective September 1, 2006 the administration may schedule up to twenty (20) one hour faculty meetings per year each of which is to begin either: 1. in the morning, starting no

more than seventy minutes prior to the to start of the student day or 2. no later than ten (10) minutes after the student dismissal bell. The building principal shall post a schedule of such meetings at the beginning of the school year.

For required faculty meetings beyond those required above and for workshops and professional development activities beyond the 1984-85 level, teachers shall be paid at the rate of \$37.72 per hour.

- 18.5 The teachers shall participate in after school sessions of common planning time scheduled by the school administration to begin either: 1. in the morning, starting not more than seventy minutes prior to the start of the student day or 2. no later than ten (10) minutes after the student dismissal bell. These sessions shall be for duration of time mutually agreed to by the administration and teachers, not to exceed sixty (60) minutes per month in the aggregate, and shall not be held in the same week as a faculty meeting is held.
- 18.6 In the event that the Board changes the work day or the work year in any way other than noted above, then the Board will meet and negotiate over the impact of such a change. Such negotiations shall be conducted in accordance with §10-153b, *et seq.*, of the Connecticut General Statutes.
- 18.7 Under the current eight (8) period structure at the secondary level (middle school and high school) teachers may only be assigned on a voluntary basis to teach a sixth class. Such volunteers shall be paid extra compensation in accordance with past practice.

In the event that the Board adopts a block schedule, teachers at the secondary level (middle school and high school) may be assigned no more than an average of two-hundred twenty-two and one-half (222½) minutes of instructional time per day per two (2) week cycle. Teachers may only be assigned greater than an average of two-hundred twenty-two and one-half (222½) minutes of instructional time per day per two (2) week cycle on a voluntary basis. Such volunteers shall be paid extra compensation based on his/her per diem rate applied to the additional time beyond an average of two-hundred twenty-two and one-half (222½) minutes of instructional time per day per two (2) week cycle.

- 18.8 If the current eight (8) period schedule is increased or decreased, the Board will negotiate the impact of said change in accordance with §10-153b, *et seq.*, of the Connecticut General Statutes, provided, however, that in lieu of the current eight (8) period schedule, the Board may adopt a block schedule.

Instructional time under the block schedule shall be no greater than an average of two-hundred twenty-two and one-half (222½) minutes of instructional time per day per two (2) week cycle. If the Board increases instructional time under the block schedule above an average of two-hundred twenty-two and one-half (222½) minutes of instructional time per day per two (2) week cycle, the parties will bargain over any impact as required under the Teacher Negotiations Act.

- 18.9 At the high school the length of periods may vary as long as any alteration of periods is done on an equitable basis.

ARTICLE XIX DEATH AND RETIREMENT BENEFITS

19.1 Percentage and Per Diem of Retirement Benefits

Effective upon the retirement of a teacher who is eligible for immediate retirement benefits under Chapter 167 of the Connecticut General Statutes, the teacher shall be paid seventy-five percent (75%) of his/her accumulated sick leave. Teachers must provide written notice of intent to retire to the Superintendent prior to February 1st in the fiscal year the retirement is effective. If notice of retirement is given prior to February 1st, the teacher shall receive such payment at the beginning of the next fiscal year. In the event notice of retirement is given on or after February 1st, the teacher shall receive such payment at the beginning of the second fiscal year following such notice of retirement. Such payment shall be made at the rate of fifty dollars (\$50) per day.

19.2 Percentage of Per Diem of Death Benefits

Upon the death of a teacher, seventy-five percent (75%) of the accumulated unused sick leave shall be payable at the rate of fifty dollars (\$50) per day, to the designated beneficiary of the teacher. In the absence of a designated beneficiary, such payment shall be made to the teacher's estate.

19.3 Retiree Insurance

Retirees who are age 55 or older and are eligible to receive a pension from the State Teachers' Retirement Board and have taught in Naugatuck for fifteen or more years shall be allowed to participate in group insurance plans with the Board paying for a portion of single coverage until retiree is eligible for Medicare as follows: 50% for retirees with 15 or more years of employment service in the Naugatuck school district as of 8/31/12; 25% for retirees with at least 10 but less than 15 years of employment service in the Naugatuck school district as of 8/31/12; 0% for retirees with less than 10 years of employment service in the Naugatuck school district as of 8/31/12. (For purposes of this benefit calculation, teachers with effective retirement dates on or after 9/1/09 but before 8/31/12 shall have the length of their employment service determined as of the effective date of their retirement.)

Effective September 1, 2014, retirees who are age 55 or older and have twenty (20) years of service with the Naugatuck Board of Education and are eligible to receive a pension from the Connecticut State Teachers' Retirement Board, shall be allowed to participate in the group insurance plan with the Board paying for a portion of the single person coverage until the person is eligible to participate in Medicare according to the following schedule: 50% for retirees with 15 or more years of employment service in the Naugatuck

school district as of 8/31/12; 25% for retirees with at least 10 but less than 15 years of employment service in the Naugatuck school district as of 8/31/12; 0% for retirees with less than 10 years of employment service in the Naugatuck school district as of 8/31/12. (For purposes of this benefit calculation, teachers with effective retirement dates on or after 9/1/09 but before 8/31/12 shall have the length of their employment service determined as of the effective date of their retirement.)

The retiree shall pay the difference between the amount paid by the Board and the cost of group insurance. Upon becoming Medicare eligible, such retirees with at least 10 years of employment service in the Naugatuck school district as of 8/31/12 who enroll in the state TRB Medicare Supplemental Plan with prescription drugs and dental shall be reimbursed for 100% of the premium cost of such plan for single coverage only, subject to TRB rules. Such retirees may purchase additional state TRB vision and hearing insurance coverage at the retiree's own expense, subject to TRB rules. The teacher shall pay the full cost of any dependent coverage. A retired teacher shall be eligible for a \$4,000.00 life insurance policy.

ARTICLE XX TRAVEL ALLOWANCE

- 20.1 A teacher who uses his/her automobile for school purposes shall be reimbursed for mileage at the IRS rates in effect at the time of such use.

ARTICLE XXI AMENDMENT

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

ARTICLE XXII DURATION

- 22.1 This Agreement contains the full and complete agreement between the Board and the League on all negotiable issues, and neither party shall be required during the term hereof to negotiate over an item which is covered in this Agreement unless the parties have otherwise waived negotiations in accordance with law. All inconsistent prior practices, agreements and understandings are void and of no force and effect unless specifically incorporated herein. This Agreement shall remain in full force and effect from September 1, 2012 to August 31, 2015.
- 22.2 Salary Schedules C-1, C-2, C-3 (attached) will be effective September 1, 2012 through August 31, 2015.
- 22.3 The coaches' salaries are in Schedule A; the differentials are in Schedule B, both attached hereto and made a part hereof.

**ARTICLE XXIII
SAVING CLAUSE**

- 23.1 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 XXIV
PREPARATION PERIOD**

24.1 Elementary

Elementary school teachers shall be guaranteed five (5) preparation periods per week during a full five-day week that total to no less than 220 minutes.

The following requirements shall apply:

- (1) Teachers shall be responsible for establishing control of their classes at the beginning of a Special Teacher's lesson.
- (2) If the lesson is held in another part of the building the classroom teacher will bring and pick up his/her students.
- (3) If a substitute cannot be found when a special teacher is absent and the elementary teacher is required to be present with his/her students during the specialist period, the teacher shall be paid in accordance with the practice at Naugatuck middle and high schools to pay a differential based on the hourly rates in Section 18.4 of the contract.
- (4) The Board and the NTL agree that the purpose of preparation periods is to allow teachers to prepare their class lessons and fulfill their personal professional responsibilities. However, the parties recognize that certain parent-teacher, PPT and other conferences may encroach on preparation period time to the same extent that they have in the past. Faculty, team, and grade level meetings will not be scheduled during teachers' preparation periods.

24.2 High School - Middle School – Intermediate School

All High School, Middle School and Intermediate School classroom teachers shall have, in addition to their lunch period at least one preparation period per day that in the aggregate total to at least 220 minutes of preparation period time per full work week. When feasible, substitutes will be provided for all special teachers when they are absent.

**ARTICLE XXV
NON TEACHING DUTIES**

- 25.1 If teachers are used to perform lunch duties in the Middle or High School, a rotation system will be employed and assignments will be made on an equitable basis.
- 25.2 Any teacher presenting or conducting an in-service workshop shall be paid at the rate of \$35.93 per hour.

Preparation time for presenting or conducting an in-service workshop shall not be compensated.

**ARTICLE XXVI
SEPARATION AND RECALL**

26.1 Separation

- (1) Should it become necessary to reduce the number of teachers employed by the Board due to the elimination of teaching positions, the Board shall terminate teacher contracts on the basis of tenure status, certification, qualification and Borough-wide seniority. Prior teaching experience at, or near grade level, or in the relevant subject area will be an indication of qualification.
- (2) Prior to any lay-off, the League President shall be notified, in writing, of the details of the lay-off, that is, of the number of teachers to be laid-off and the positions which are to be eliminated. The Administration shall meet with the League President and his designees for the purpose of explaining the layoffs and conferring with the League regarding the reasons for the order of lay-off.
- (3) The President of the League shall receive annually a Borough-wide seniority list. Said list shall include the system's teachers' names, their years' seniority (including date of hire), their certifications and endorsements, and their current teaching assignments.
- (4) Prior to lay-off, the Board shall first attempt to reduce the staff through voluntary retirement, resignation or leave of absence.
- (5) Nothing herein may be construed as invalidating, abrogating, modifying or waiving in any way the Board's or a teacher's rights under §10-151 of the Connecticut General Statutes.

26.2 Recall

- (1) The name of any teacher who has been laid off due to elimination of position shall be placed upon a recall list and remain on such list for two (2) years, provided such teacher does not refuse reemployment during that period.
- (2) Any teacher on the recall list shall receive a written offer of a position by certified mail at least thirty (30) days prior to the date of recall. The teacher shall accept or reject the position in writing within one (1) calendar week of the receipt of the offer. Notice of recall shall be sent to the teacher's last known address. It shall be the teacher's responsibility to inform the Superintendent of his/her last known address.
- (3) No new employee shall be hired to fill a position for which an employee on the recall list is certified and qualified. In cases where more than one employee on the recall list is certified for a particular position to be filled, the Board of Education may consider other relevant criteria in making recall decisions, but will place major emphasis on the following: (The order of listing is not of any significance.)
 - (a) Ability to teach particular subjects and grades as determined by length and quality of teaching experience in those subjects and grades;
 - (b) General teaching performance as determined by evaluations. (This criterion will become effective when the evaluation program currently being developed goes into operation);
 - (c) The length of teaching service in the Naugatuck School System; and
 - (d) The length of teaching service.
- (4) No employee who has been laid off shall be entitled to payment or accrual of any compensation or fringe benefits whether or not he remains on the recall list, other than those benefits guaranteed by law. However, an employee who is reappointed from the list shall be entitled to reinstatement of any benefits earned or accrued at the time of layoff and further accrual of salary increments and fringe benefits shall resume where they left off. No years of layoff will be credited as years of service for compensation or retirement purposes.
- (5) The Superintendent shall provide the League President with:
 - (a) notice of all openings,
 - (b) copies of correspondence between the School System and the laid-off teacher and,
 - (c) copies of correspondence between the laid off teacher and the School System.

**ARTICLE XXVII
SPECIAL SCHOOL PROGRAMS**

- 27.1 These provisions apply to positions in programs for which certification is required.
- (a) In filling these positions, preference shall be given to qualified teachers regularly employed in the school system.
 - (b) In filling such positions, the criteria shall be a teacher's area of competence, major and/or minor field of study, length of service in the system, and prior experience in these programs, if any.
 - (c) All openings for these positions, except Homebound Instruction, shall be listed at least two (2) weeks prior to commencement of the program.
 - (d) Teachers shall be paid for Summer School at a rate of \$37.72 per hour.
 - (e) Teachers shall be paid for Adult Education at a rate of \$37.72 per hour.
 - (f) Teachers shall be paid for Homebound Instruction at a rate of \$37.72 per hour.
- 27.2 Coaches shall be paid for participating in a required Red Cross training program at a rate of \$35.93 per hour.

IN WITNESS WHEREOF, the duly authorized representatives of the Naugatuck Board of Education and the Naugatuck Teachers' League have set their hands at Naugatuck, Connecticut.

Naugatuck Board of Education

By: _____

Date: _____

Naugatuck Teacher's League

By: _____

Date: _____

SCHEDULE A – COACHES

2012-13

<u>POSITION</u>	<u>1</u>	<u>2</u>	<u>3</u>
<u>FALL NHS</u>			
Boys Varsity Soccer	\$3,692	\$4,103	\$4,501
Boys JV Soccer	\$2,465	\$2,874	\$3,275
Freshman Boys Soccer	\$2,465	\$2,874	\$3,275
Girls Varsity Soccer	\$3,692	\$4,103	\$4,501
Girls JV Soccer	\$2,465	\$2,874	\$3,275
Freshmen Girls Soccer	\$2,465	\$2,874	\$3,275
Cross Country (2)	\$3,692	\$4,103	\$4,501
Varsity Football	\$6,400	\$6,815	\$7,219
JV Football	\$3,080	\$3,486	\$3,881
Freshman Football	\$2,465	\$2,874	\$3,275
Assistant Football (3)	\$3,692	\$4,103	\$4,501
Girls Varsity Volleyball	\$3,692	\$4,103	\$4,501
Girls JV Volleyball	\$2,465	\$2,874	\$3,275
Girls Freshmen Volleyball	\$2,465	\$2,874	\$3,275
Girls Swimming	\$5,331	\$5,743	\$6,602
Girls Assistant Swimming	\$2,465	\$2,874	\$3,275
<u>WINTER NHS</u>			
Boys Swimming	\$5,331	\$5,743	\$6,602
Assistant Boys Swimming	\$2,465	\$2,874	\$3,275
Boys Varsity Basketball	\$6,400	\$6,815	\$7,219
Boys JV Basketball	\$3,692	\$4,103	\$4,501
Boys Freshmen Basketball	\$2,465	\$2,874	\$3,275
Girls Varsity Basketball	\$6,400	\$6,815	\$7,219
Girls JV Basketball	\$3,692	\$4,103	\$4,501
Girls Freshmen Basketball	\$2,465	\$2,874	\$3,275
Indoor Track (2)	\$3,940	\$4,163	\$4,749
Assistant Indoor Track	\$3,692	\$4,103	\$4,501

2012-13

<u>POSITION</u>	<u>1</u>	<u>2</u>	<u>3</u>
<u>SPRING NHS</u>			
Varsity Baseball	\$5,578	\$5,989	\$6,974
JV Baseball	\$3,692	\$4,103	\$4,501
Baseball Pre-Season	\$646	\$765	\$887
Spring Football Head Coach	\$1,342	\$1,468	\$1,603
Spring Football Assistant Coach	\$806	\$936	\$1,066
Golf	\$2,465	\$2,874	\$3,275
Boys Tennis	\$3,692	\$4,103	\$4,501
Girls Tennis	\$3,692	\$4,103	\$4,501
Varsity Softball	\$5,578	\$5,989	\$6,974
JV Softball	\$3,692	\$4,103	\$4,501
Freshmen Softball	\$2,465	\$2,874	\$3,275
Outdoor Track (2)	\$3,940	\$4,163	\$4,749
Assistant Outdoor Track (2)	\$3,692	\$4,103	\$4,501
 <u>MIDDLE SCHOOL</u>			
Cross Country (2)	\$2,043	\$2,465	\$2,879
Softball	\$2,043	\$2,465	\$2,879
Baseball	\$2,043	\$2,465	\$2,879
Boys Basketball	\$2,043	\$2,465	\$2,879
Girls Basketball	\$2,043	\$2,465	\$2,879
Swimming (2)	\$2,043	\$2,465	\$2,879
Intramurals (4)	\$2,043	\$2,465	\$2,879

Newly hired coaches will begin on the first step.

SCHEDULE A - COACHES

2013-14

<u>POSITION</u>	<u>1</u>	<u>2</u>	<u>3</u>
<u>FALL NHS</u>			
Boys Varsity Soccer	\$3,729	\$4,144	\$4,547
Boys JV Soccer	\$2,489	\$2,902	\$3,308
Freshman Boys Soccer	\$2,489	\$2,902	\$3,308
Girls Varsity Soccer	\$3,729	\$4,144	\$4,547
Girls JV Soccer	\$2,489	\$2,902	\$3,308
Freshmen Girls Soccer	\$2,489	\$2,902	\$3,308
Cross Country (2)	\$3,729	\$4,144	\$4,547
Varsity Football	\$6,464	\$6,884	\$7,291
JV Football	\$3,111	\$3,521	\$3,920
Freshman Football	\$2,489	\$2,902	\$3,308
Assistant Football (3)	\$3,729	\$4,144	\$4,547
Girls Varsity Volleyball	\$3,729	\$4,144	\$4,547
Girls JV Volleyball	\$2,489	\$2,902	\$3,308
Girls Freshmen Volleyball	\$2,489	\$2,902	\$3,308
Girls Swimming	\$5,384	\$5,800	\$6,668
Girls Assistant Swimming	\$2,489	\$2,902	\$3,308
<u>WINTER NHS</u>			
Boys Swimming	\$5,384	\$5,800	\$6,668
Assistant Boys Swimming	\$2,489	\$2,902	\$3,308
Boys Varsity Basketball	\$6,464	\$6,884	\$7,291
Boys JV Basketball	\$3,729	\$4,144	\$4,547
Boys Freshmen Basketball	\$2,489	\$2,902	\$3,308
Girls Varsity Basketball	\$6,464	\$6,884	\$7,291
Girls JV Basketball	\$3,729	\$4,144	\$4,547
Girls Freshmen Basketball	\$2,489	\$2,902	\$3,308
Indoor Track (2)	\$3,979	\$4,204	\$4,797
Assistant Indoor Track	\$3,729	\$4,144	\$4,547

2013-14

POSITION

1

2

3

SPRING NHS

Varsity Baseball	\$5,634	\$6,049	\$7,044
JV Baseball	\$3,729	\$4,144	\$4,547
Baseball Pre-Season	\$652	\$773	\$896
Spring Football Head Coach	\$1,355	\$1,483	\$1,619
Spring Football Assistant Coach	\$814	\$945	\$1,077
Golf	\$2,489	\$2,902	\$3,308
Boys Tennis	\$3,729	\$4,144	\$4,547
Girls Tennis	\$3,729	\$4,144	\$4,547
Varsity Softball	\$5,634	\$6,049	\$7,044
JV Softball	\$3,729	\$4,144	\$4,547
Freshmen Softball	\$2,489	\$2,902	\$3,308
Outdoor Track (2)	\$3,979	\$4,204	\$4,797
Assistant Outdoor Track (2)	\$3,729	\$4,144	\$4,547

MIDDLE SCHOOL

Cross Country (2)	\$2,063	\$2,490	\$2,907
Softball	\$2,063	\$2,490	\$2,907
Baseball	\$2,063	\$2,490	\$2,907
Boys Basketball	\$2,063	\$2,490	\$2,907
Girls Basketball	\$2,063	\$2,490	\$2,907
Swimming (2)	\$2,063	\$2,490	\$2,907
Intramurals (4)	\$2,063	\$2,490	\$2,907

Newly hired coaches will begin on the first step.

SCHEDULE A - COACHES

	<u>2014-15</u>		
<u>POSITION</u>	<u>1</u>	<u>2</u>	<u>3</u>
<u>FALL NHS</u>			
Boys Varsity Soccer	\$3,766	\$4,185	\$4,592
Boys JV Soccer	\$2,514	\$2,931	\$3,341
Freshman Boys Soccer	\$2,514	\$2,931	\$3,341
Girls Varsity Soccer	\$3,766	\$4,185	\$4,592
Girls JV Soccer	\$2,514	\$2,931	\$3,341
Freshmen Girls Soccer	\$2,514	\$2,931	\$3,341
Cross Country (2)	\$3,766	\$4,185	\$4,592
Varsity Football	\$6,528	\$6,952	\$7,364
JV Football	\$3,142	\$3,556	\$3,959
Freshman Football	\$2,514	\$2,931	\$3,341
Assistant Football (3)	\$3,766	\$4,185	\$4,592
Girls Varsity Volleyball	\$3,766	\$4,185	\$4,592
Girls JV Volleyball	\$2,514	\$2,931	\$3,341
Girls Freshmen Volleyball	\$2,514	\$2,931	\$3,341
Girls Swimming	\$5,438	\$5,858	\$6,735
Girls Assistant Swimming	\$2,514	\$2,931	\$3,341
<u>WINTER NHS</u>			
Boys Swimming	\$5,438	\$5,858	\$6,735
Assistant Boys Swimming	\$2,514	\$2,931	\$3,341
Boys Varsity Basketball	\$6,528	\$6,952	\$7,364
Boys JV Basketball	\$3,766	\$4,185	\$4,592
Boys Freshmen Basketball	\$2,514	\$2,931	\$3,341
Girls Varsity Basketball	\$6,528	\$6,952	\$7,364
Girls JV Basketball	\$3,766	\$4,185	\$4,592
Girls Freshmen Basketball	\$2,514	\$2,931	\$3,341
Indoor Track (2)	\$4,019	\$4,246	\$4,845
Assistant Indoor Track	\$3,766	\$4,185	\$4,592

2014-15

<u>POSITION</u>	<u>1</u>	<u>2</u>	<u>3</u>
<u>SPRING NHS</u>			
Varsity Baseball	\$5,690	\$6,109	\$7,115
JV Baseball	\$3,766	\$4,185	\$4,592
Baseball Pre-Season	\$659	\$780	\$905
Spring Football Head Coach	\$1,369	\$1,498	\$1,635
Spring Football Assistant Coach	\$823	\$955	\$1,088
Golf	\$2,514	\$2,931	\$3,341
Boys Tennis	\$3,766	\$4,185	\$4,592
Girls Tennis	\$3,766	\$4,185	\$4,592
Varsity Softball	\$5,690	\$6,109	\$7,115
JV Softball	\$3,766	\$4,185	\$4,592
Freshmen Softball	\$2,514	\$2,931	\$3,341
Outdoor Track (2)	\$4,019	\$4,246	\$4,845
Assistant Outdoor Track (2)	\$3,766	\$4,185	\$4,592
 <u>MIDDLE SCHOOL</u>			
Cross Country (2)	\$2,084	\$2,515	\$2,936
Softball	\$2,084	\$2,515	\$2,936
Baseball	\$2,084	\$2,515	\$2,936
Boys Basketball	\$2,084	\$2,515	\$2,936
Girls Basketball	\$2,084	\$2,515	\$2,936
Swimming (2)	\$2,084	\$2,515	\$2,936
Intramurals (4)	\$2,084	\$2,515	\$2,936

Newly hired coaches will begin on the first step.

SCHEDULE B

SCHEDULE OF DIFFERENTIALS

<u>POSITION</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
Department Heads – High School	\$4,514	\$4,559	\$4,605
Director of Guidance	\$4,514	\$4,559	\$4,605
Modern Dancing	\$1,647	\$1,663	\$1,680
Senior Week & Graduation	\$1,874	\$1,893	\$1,912
Senior Play (Per Production)	\$1,881	\$1,900	\$1,919
Debating	\$1,881	\$1,900	\$1,919
DECA Club Advisor	\$720	\$727	\$734
Dramatics (per production)	\$1,881	\$1,900	\$1,919
Drill Team	\$920	\$929	\$938
Newspaper	\$1,881	\$1,900	\$1,919
Classbook	\$2,418	\$2,442	\$2,466
School Psychologist*	\$4,710	\$4,757	\$4,805
Psychological Examiner*	\$2,513	\$2,538	\$2,563
High School Senior Class Advisor	\$2,048	\$2,068	\$2,089
High School Junior Class Advisor	\$1,204	\$1,216	\$1,228
High School Sophomore Class Advisor	\$964	\$974	\$984
High School Freshman Class Advisor	\$720	\$727	\$734
Cheerleading: High School	\$2,048	\$2,068	\$2,089
Middle School	\$1,023	\$1,033	\$1,043
School Classbook: Middle School	\$989	\$999	\$1,009
School Newspaper: Middle School	\$822	\$830	\$838
Talent Show/Drama Show:			
Middle School	\$822	\$830	\$838
Marching Band: High School	\$5,209	\$5,261	\$5,313
Head Librarian: High School	\$4,523	\$4,568	\$4,614
Middle School Curriculum			
Coordinator (6)	\$2,014	\$2,034	\$2,054
Ticket Manager - High School	\$3,448	\$3,482	\$3,517
Director Small Group Ensemble	\$720	\$727	\$734
Lunch Duty (HS & MS)	\$2,400	\$2,424	\$2,448
Distributive Education Coordinators (10% of salary)			
CWE (Cooperative Work Experience) (10% of salary)			

POSITION

	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
Marching Band Assistants:			
Assistant Drill Instructor	\$2,145	\$2,166	\$2,188
Drill Instructor	\$3,981	\$4,021	\$4,061
Percussion Instructor	\$3,981	\$4,021	\$4,061
Assistant Percussion Instructor	\$2,145	\$2,166	\$2,188
Color Guard Instructor	\$3,063	\$3,094	\$3,125
Assistant Color Guard Instructor	\$2,145	\$2,166	\$2,188
Curriculum Area Coordinator (NHS) (8)	\$2,014	\$2,034	\$2,054
District Curriculum Coordinator K-12 (Music, Art, Health/PE)	\$4,952	\$5,002	\$5,052
Varsity Basketball and Football Games			
Ticket Taker (HS)** (home per contest)	\$59.38	\$59.97	\$60.57
Ticket Sellers (HS)** (home per contest)	\$59.38	\$59.97	\$60.57
Crowd Control (HS)** (home per contest)	\$59.38	\$59.97	\$60.57
Basketball Games (JV and Varsity)			
Scorer (HS) (home per game)	\$31.81	\$32.12	\$32.44
Timer (HS) (home per game)	\$31.81	\$32.12	\$32.44
Lead Teacher (12)	\$921	\$930	\$939
Math Team (4)	\$476	\$481	\$486
Student Council Advisor	\$989	\$999	\$1,009
National Honor Society	\$989	\$999	\$1,009
Chamber Singers Director	\$3,847	\$3,885	\$3,924

* Only teachers under contract as of June 30, 2000 shall be eligible for this stipend.

** The Board may assign these positions to community volunteers or paid student help (provided Crowd Control may not be assigned to students). If community volunteers or paid student help are not assigned to these positions, then bargaining unit members will perform such work at the contractually determined rates. If no bargaining unit member wishes to perform such work, then the Board is free to assign the work to non-bargaining unit individuals.

SCHEDULE C

SALARY PLACEMENT AND SCHEDULES

All teachers shall be placed on the appropriate step and column in the Salary schedule, taking into consideration the following:

- (1) Degree status, as defined below;
- (2) Credit shall be given for previous teaching experience as a certified teacher in an accredited public school. Credit may be given for previous teaching experience in an accredited public, private or military dependency school as determined by the Superintendent. Credit may also be given for related work experience as deemed appropriate by the Superintendent. Teachers shall not receive more credit than their years of prior service and experience.
- (3) Salary placement due to a change in degree status shall be effected once in September and once in February. In order to be eligible for such change in degree status, a teacher must notify the Superintendent in writing, no later than January 2 of the previous school year, that he/she expects a degree change or has earned a degree change. For course work completed prior to the start of the school year, documentation must be provided by January 1 to be retroactive to the first pay check. For course work completed prior to February 1, documentation must be provided by May 1 to be retroactive to February.

DEGREE DEFINITIONS

Effective February 1, 2011, the Salary Schedules listed in Schedules C-1 through C-3 of this Agreement shall be interpreted and applied in accordance with the following definitions. The phrase "pertinent to the employee's teaching position" shall include planned programs in the teacher's subject area or potential subject area as well as planned programs in educational leadership and administration.

1. Bachelor's Degree: A baccalaureate degree in a course of study pertinent to the employee's teaching position.
2. Master's Degree: A master's degree earned in a planned program pertinent to the employee's teaching position.
3. Master's Degree plus 15: Fifteen (15) credits beyond the Master's degree in a planned program pertinent to the employee's teaching position.

4. Sixth-Year Certificate: A certificate indicating a full year's graduate school study beyond the Master's Degree or, a second Master's Degree or, a second Master's Degree in a discipline other than that in which the initial degree was attained, all of which shall be earned in a planned program pertinent to the employee's teaching position.

5. Sixth-Year plus 15: Fifteen (15) credits beyond sixth year certificate earned in a planned program that is pertinent to the employee's teaching position.

To be recognized, all above stated degrees and credits shall be earned at accredited colleges and universities and recorded as credit on the college/university transcript.

Credits earned "beyond" a specified degree shall be earned after the degree is conferred.

Schedule C-1

2012-2013 Salary Schedule

	<u>BA</u>	<u>MA</u>	<u>MA+15</u>	<u>SIXTH</u>	<u>6TH+15</u>
1	43,226	47,289	49,672	52,065	54,451
2	44,742	49,014	51,361	53,820	56,152
3	46,222	50,932	53,334	55,738	58,322
4	48,775	53,933	56,199	58,682	61,267
5	51,336	56,936	59,061	61,631	64,208
6	52,938	59,061	61,108	63,693	66,270
7	54,938	61,108	63,183	65,754	68,333
8	57,000	63,183	65,242	67,822	70,399
9	60,597	66,951	69,084	71,711	74,367
10	62,704	69,063	71,179	73,827	76,482
11	65,569	71,457	73,819	76,446	79,197
12	68,439	73,860	76,465	79,060	81,915
13	76,074	81,626	84,263	86,965	89,849

Effective September 1, 2012, all teachers not at the maximum step shall move up one-half (1/2) step from their 2011-2012 step in accordance with the salary schedule set forth below (i.e. – 2011-2012 step 1 to 2012-2013 step 1.5; 2011-2012 step 2 to 2012-2013 step 2.5, etc.).

2012-2013 One-Half Step Salary Schedule

	<u>BA</u>	<u>MA</u>	<u>MA+15</u>	<u>SIXTH</u>	<u>6TH+15</u>
1.5	43,984	48,152	50,517	52,943	55,302
2.5	45,482	49,973	52,348	54,779	57,237
3.5	47,499	52,433	54,767	57,210	59,795
4.5	50,056	55,435	57,630	60,157	62,738
5.5	52,137	57,999	60,085	62,662	65,239
6.5	53,938	60,085	62,146	64,724	67,302
7.5	55,969	62,146	64,213	66,788	69,366
8.5	58,799	65,067	67,163	69,767	72,383
9.5	61,651	68,007	70,132	72,769	75,425
10.5	64,137	70,026	72,499	75,137	77,840
11.5	67,004	72,659	75,142	77,753	80,556
12.5	72,257	77,743	80,364	83,013	85,882
13	76,074	81,626	84,263	86,965	89,849

Schedule C-2

2013-2014 Salary Schedule

	<u>BA</u>	<u>MA</u>	<u>MA+15</u>	<u>SIXTH</u>	<u>6TH+15</u>
1	43,559	47,653	50,054	52,466	54,870
2	45,086	49,391	51,756	54,234	56,584
3	46,578	51,324	53,745	56,167	58,771
4	49,150	54,348	56,632	59,134	61,739
5	51,731	57,374	59,516	62,105	64,702
6	53,345	59,516	61,578	64,183	66,780
7	55,361	61,578	63,669	66,260	68,859
8	57,439	63,669	65,744	68,344	70,941
9	61,063	67,466	69,616	72,263	74,939
10	63,187	69,595	71,727	74,395	77,071
11	66,074	72,007	74,387	77,034	79,807
12	68,966	74,429	77,054	79,669	82,546
13	76,835	82,442	85,105	87,835	90,747

Effective September 1, 2013, all teachers not at the maximum step shall move up one-half (1/2) step from their 2012-2013 one-half (1/2) step in accordance with the salary schedule set forth above (i.e. – 2012-2013 step 1.5 to 2013-2014 step 2; 2012-2013 step 2.5 to 2013-2014 step 3, etc.).

Schedule C-3

2014-2015 Salary Schedule

	<u>BA</u>	<u>MA</u>	<u>MA+15</u>	<u>SIXTH</u>	<u>6TH+15</u>
1	43,890	48,016	50,435	52,865	55,288
2	45,429	49,767	52,150	54,647	57,015
3	46,932	51,715	54,153	56,594	59,218
4	49,524	54,762	57,062	59,584	62,208
5	52,125	57,811	59,968	62,578	65,194
6	53,751	59,968	62,047	64,672	67,288
7	55,782	62,047	64,154	66,764	69,383
8	57,876	64,154	66,244	68,864	71,481
9	61,528	67,980	70,145	72,813	75,510
10	63,667	70,124	72,273	74,961	77,657
11	66,576	72,555	74,953	77,620	80,414
12	69,490	74,995	77,640	80,275	83,174
13	77,603	83,267	85,956	88,713	91,655

Effective September 1, 2014, all teachers not at the maximum step shall move up one (1) step from their 2013-2014 step in accordance with the salary schedule set forth above.

Appendix A

High Deductible Health Plan (HDHP)

(HDHP) \$2,000/\$4,000 Annual Deductible

100% in network after deductible (except with respect to prescription drugs)

70%/30% out of network

\$4,000/\$8,000 out of network maximum

Board to fund 50% on or before January 2nd of each contract year

Upon satisfaction of the (HDHP) deductible, prescriptions subject to \$5 Generic/ \$20 Brand Name/ \$35 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply)

Appendix B (through December 31, 2012)

The co-pays outlined below are subject to modification by state and/or federal law.

Summary of Covered Services	Proposed in Network Benefit	Proposed out of Network Benefit
Inpatient Hospital Services - Semi private room, medically necessary private room, maternity, mental health, rehabilitation, covers hospital services and supplies, fertility services, dental surgery	Covered in full subject to \$500 copayment, pre-admission review, concurrent review and non-compliance penalty. Inpatient Hospital Per Admission Copay is waived if readmitted within 30 days for same diagnosis. Maximum of 3 copays per person per year.	Covered subject to out of network cost shares and managed care requirements. 80% Board; 20% employee coinsurance
Outpatient Hospital Services - Operating and recovery room, surgeons fees, lab, x-ray - dialysis, radiation chemo, fertility services, mental health, dental surgery, etc... in an outpatient hospital surgical setting.	Covered in full subject to \$250 copayment, pre-admission review, concurrent review and non-compliance penalty	Covered subject to out of network cost shares and managed care requirements.
Lab, x-ray - dialysis, radiation chemo, fertility services, mental health in a physician's office	Covered subject to a \$40 office co-pay.	Covered subject to out of network cost shares.
Substance Abuse Inpatient Substance abuse	Covered in full after hospital co-pay subject to pre-admission review, concurrent review and non-compliance penalty	Covered subject to out of network cost shares and managed care requirements.
Emergency Care Emergency Room	Covered subject to a \$150 co-pay for medically necessary care.	Covered subject to a \$150 co-pay for medically necessary care
Walk-in care- Urgent care center, walk in center physicians office.	Covered subject to a \$75 co-pay for medically necessary care.	Covered subject to a \$75 co-pay for medically necessary care.
Ambulance (land and air)	Covered in full.	Covered in full.

Physicians Services Medical Care Including Mental Illness	Covered subject to a \$40	Covered subject to out of network cost shares.
Allergy Care	Covered subject to a \$40 co-pay for examinations, \$0 for injections.	Covered subject to out of network cost shares.
Well Child Care	Covered subject to a \$0 co-pay to age 21 (28 visits)	Covered subject to out of network cost shares.
Adult Physical examinations	Covered annually subject to a \$0 copay.	Covered subject to out of network cost shares.
Routine Mammography	Covered subject to a \$0 co-pay.	Covered subject to out of network cost shares.
Routine Gynecology	Covered annually subject to a \$0 copay.	Covered subject to out of network cost shares.
Vision and Hearing Screening	Covered subject to a \$0 co-pay.	Covered subject to out of network cost shares.
Outpatient Therapy Services- OT/PT/Chiro/Cardiac	Covered subject to a \$40 co-pay.	Covered subject to out of network cost shares.
Prescription Drug Benefits - Legend prescription drugs including birth control	Public Section 3-tier managed drug benefits, unlimited max, co-pays: \$10 generic, \$35 brand formulary, \$45 brand non-formulary two times co-pays for mail order. Generic substitution override by order of teacher's physician. Concurrent review for manufacturers' dosage limits and drug interactions. 30 days retail (up to 100 unit doses) or 90 day supply mail order.	Covered subject to out of network cost shares.
Maternity Care- Pre and post natal care.	Covered in full after \$40 co-pay for first visit, subject to hospital co-pays.	Covered subject to out of network cost shares.
Outpatient Mental Health and substance abuse	Covered subject to \$40 copay.	Covered subject to out of network cost shares and managed care requirements.
Durable Medical Equipment and medical supplies	Covered in full. Some durable equipment subject to case management.	Covered subject to out of network cost shares and managed care requirements.
Home Health and Hospice	Unlimited. Hospice requires a determination of patient being in last six months of life.	Covered subject to out of network cost shares and managed care requirements.

Skilled Nursing Facility	Covered up to 120 days per year subject to hospital co-pays.	Covered subject to out of network cost shares and managed care requirements.
Eligibility	Employee, spouse, dependents and court ordered support. Dependent to coverage in accordance with applicable law.	Same
Deductible	None	\$300/\$600/\$750
Out of Pocket Maximum	None	\$2,000/\$4,000/\$5,000
Maximum out of Pocket	Sum of copays	Sum of deductible, coinsurance and UCR shortfalls.
Payment Basis		80 th percentile UCR
Lifetime Maximum	Unlimited	Unlimited

Vision as per current with a \$0 co-pay.

Fertility services shall be covered. In addition, in vitro fertility services shall be covered in accordance with State law as long as the District is fully insured; otherwise in vitro fertility services are not covered.

The provider network is the PPO network of the Board's PPO medical provider.

Managed care as described in grid.

Out of country at charges.

Board to provide plan document that reflects new coverage.

MEMORANDUM OF AGREEMENT
BETWEEN
NAUGATUCK TEACHERS' LEAGUE
AND
NAUGATUCK BOARD OF EDUCATION

The Naugatuck Teacher's League and the Naugatuck Board of Education hereby agree that the school administration shall send a letter to school staff on an annual basis reminding them of the confidentiality of medical information and that the administration is required to comply with applicable state and federal medical information privacy law.