

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE DERBY BOARD OF EDUCATION**

**AND**

**THE DERBY EDUCATION ASSOCIATION**

**FOR THE PERIOD JULY 1, 2016 THROUGH JUNE 30, 2019**

## TABLE OF CONTENTS

	<b>Page(s)</b>
Article I – General	1
Article II – Recognition	1-2
Article III – Grievance Procedure	2-5
Article IV – Salaries	5-6
Article V – Fringe Benefits	6-9
Article VI – Deductions	9
Article VII – Protection	10
Article VIII – Personal Injury Benefits	10
Article IX – Sick Leave	10-13
Article X – Personal, Bereavement, Renewal Leave	13-15
Article XI – Sabbatical Leave, Teacher Exchange Program	15-17
Article XII – Other Leave	17-19
Article XIII – Working Conditions	20-27
Article XIV – Teacher Assignments, Transfers & Promotions	27-29
Article XV – Reduction in Force	29-31
Article XVI – General Working Conditions	31-35
Article XVII – Degree Definitions	35-37
Article XVIII – Summer School Program	37-38
Article XIX – General Provisions	38-39
Article XX – Stipends for Extra-Curricular Activities	39-40
Article XXI – Duration	41
Appendix A – Leave of Absence with Pay (Sabbatical Leave)	42
Appendix B – Teacher’s Initial Contract	43
Appendix C – Teacher’s Annual Salary Statement	44
Appendix D – Dues Authorization Form	45
Appendix E – Coaching Salaries	46
Appendix F – Differentials and Extra Duty	47
Appendix G – Formal Grievance Presentation	48
Appendix H - 2016-2017 Salary Schedule	49
Appendix I - 2017-2018 Salary Schedule	50
Appendix J - 2018-2019 Salary Schedule	51
Appendix K - Annuity/Mutual Fund List	52

THIS AGREEMENT IS MADE AND ENTERED INTO by and between the Derby Board of Education (hereinafter called the "Board") and the Derby Education Association affiliated with the Connecticut Education Association (hereinafter called the "Association").

**ARTICLE I**  
**GENERAL**

- A. Subject to the provisions of this Agreement, the Board and the Superintendent of Schools reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the Derby Public Schools and its professional staff under governing law, ordinances, rules and regulations, municipal, state and federal. In all matters under this Agreement calling for the exercise of judgment or discretion on the part of the Board (as for example only, the assignment, transfer or promotion of teachers, the summer programs, or the numbers, categories or priorities of the specialists to be employed) the decision of the Board shall be final and binding if made in good faith, i.e., not arbitrarily, capriciously or without rational basis in fact, except where some other standard of grievability or arbitrability is set forth in this Agreement.
- B. Nothing in this Agreement shall in any way limit or contravene the authority of the Derby Board of Apportionment and Taxation or any other municipal, state or federal board, commission, agency or other governmental body.
- C. This Agreement shall not be altered, amended or changed except in writing, signed by both the Board and the Association, which amendment shall be appended hereto and become a part hereof.
- D. The term "Board of Education" or "Board," as used in this Agreement, shall mean the Board or its designee. The term "Superintendent of Schools" or "Superintendent," as used herein, shall mean the Superintendent or his/her designee.

**ARTICLE II**  
**RECOGNITION**

- A. The Board recognizes the Association for the purpose of professional negotiation, as the exclusive representative of the entire unit consisting of all positions requiring a teaching or other certificate, excluding positions requiring administrative or intermediate administrative certificate and temporary substitutes and all other positions not included under the Teacher Negotiation Act, §§10-153b et seq., of the General Statutes; (hereinafter referred to as "teachers") pursuant to and with all rights and privileges of collective bargaining as defined by §10-153a-j of the Connecticut General Statutes, the Association having been certified as the exclusive representative pursuant to a designation agreement signed by the Board on April 12, 1982.

- B. As stipulated above, the Board of Education in so recognizing the Association will endeavor at all times to cooperate with the Association in providing the best possible education for the students of Derby; and the teachers, in turn, will give their professional service to the schools. Nothing in this Agreement shall in any way limit or contravene the authority of the Board of Education to maintain good public elementary and secondary schools as mandated by the Statutes of Connecticut or the authority of the State of Connecticut as it may pertain to education.
  
- C. Provisions of the collective bargaining agreement apply to holders of Durational Area Shortage Permits except the following:
  - 1. Article VII, Section D (Just Cause)
  - 2. Article IX, Sections B and C
  - 3. Article X, Section F (Renewal Leave)
  - 4. Article XI (Sabbatical)
  - 5. Article XII (Other Leave)
  - 6. Article XIV (Assignments and Transfers, Sections B to I)
  - 7. Article XV (RIF)
  - 8. Article XVIII (Summer School)
  - 9. Appendix B (Teacher Contract)

**Professional Negotiation**

- A. The Board agrees to negotiate with the Association over a successor agreement in accordance with the procedure set forth in C.G.S. §10-153d in a good faith effort to reach agreement concerning teachers' salaries and all other mandatory conditions of their employment. Matters and procedures for negotiations shall be as stipulated in the General Statutes of the State of Connecticut.
  
- B. If negotiation meetings between the Board and the Association are scheduled during normal working hours of a school day, not more than four (4) representatives of the Association shall be relieved from all regular duties without loss of pay, as necessary, in order to permit their attendance at such meetings.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

- A. **Informal Disposition of Problems.** The parties recognize that the informal disposition of problems is often preferable to formalized proceedings. Therefore, members of the staff are encouraged to seek the assistance of the Association in order to achieve informal disposition of problems.
  
- B. **Definitions.** A grievance shall mean a complaint by an employee that:
  - 1. He/she has been treated unfairly or inequitably.

2. There has been an alleged violation, misinterpretation, misapplication or infringement upon the provisions of this Agreement.

As used in this Article, the term “employee” shall mean an individual employee, a group of employees having the same grievance, or the Association; provided, however, for a teacher to be covered by a grievance filed by a group of teachers, or by the Association, the grievance must be filed in a timely manner as specified below with respect to such teacher.

- C. **Procedure.** Any employee who decides either alone or after seeking assistance, that he/she has a grievance shall discuss it with his/her immediate, non-bargaining-unit superior in an attempt to resolve the matter informally at that level.
- D. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days of such discussion, he/she shall set forth his/her formal grievance in writing to the principal; or if the grievance results from an action of a school official higher than the rank of the principal, the grievant may set forth his/her grievance in writing to that official on the form set out in Appendix G.
- E. A formal grievance shall be presented to the school official most immediately involved with the grievance by the grievant and the DEA Grievance Committee. The school official shall meet with the DEA Grievance Committee and the grievant within five (5) school days to once again attempt a formal resolution and disposition of the complaint. If the school official fails to meet within such five (5) school day period, the grievant and the DEA Grievance Committee may move the complaint directly to the next level, and may request a written decision from the administrator. Nothing in this Article shall prevent a teacher from redressing a grievance informally with his/her immediate non-bargaining unit supervisor.
- F. The principal or such other designated official shall give the decision to the employee in writing within five (5) school days of his/her meeting with the grievant.
- G. The employee may, within five (5) school days of receipt of the decision of the principal or other official, appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be in writing and shall be in the form set out in Appendix G. The Superintendent shall give his/her decision in writing to the employee and the principal within ten (10) school days of receipt of the written grievance.
- H. If the grievance is not resolve to the employee’s satisfaction, he/she may appeal within ten (10) school days of receipt of the Superintendent’s decision to the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, who shall forward the request to the Board. The Board, or a committee thereof, shall hold a hearing with the employee within twenty (20) school days of receipt of the

written grievance and render a decision in writing within ten (10) school days of the hearing.

- I. In the event a grievance shall not have been settled under the procedure above, and if such grievance involves a claim of alleged violation, misinterpretation, misapplication or infringement upon the provisions of this Agreement as described in subsection B(2), above, the grievant, with the approval of the Association, may proceed directly to arbitration, which shall be binding subject to the limitations of statute.
- J. Arbitration shall be initiated by the Association by submitting a demand for arbitration on behalf of the grievant addressed to the American Arbitration Association or to a mutually selected arbitrator, with a certified copy to the Superintendent of Schools. Such demand shall be mailed within 20 school days of receipt of the written decision of the Board. It is recognized that the processing of a grievance may have the legal effect of waiving the grievant's right to proceed in court or before an administrative tribunal.
- K. The arbitration shall be conducted under the rules of American Arbitration Association.
- L. The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all the terms of this Agreement. He/she 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 including compensatory awards shall be binding upon both parties and all employees during the life of this Agreement, except that such shall not usurp the functions or powers of the Board of Education as provided by statute.
- M. **General Provisions.** Any grievance not processed in accordance within the time limits specified herein shall be deemed relinquished by the grievant. All formal grievances must be filed in writing within thirty (30) calendar days from the time when the grievant knew, or should have known, of the acts or omissions complained of.
- N. Failure by the administration or Board at any step of this procedure to communicate a decision within the specified time limits shall permit the grievant to proceed promptly to the next step. The time limits specified at any step may be extended in any particular instance by written agreement between the Superintendent or his/her designee, the chairman of the DEA Grievance Committee and the grievant.
- O. Copies of all written grievances, responses and notices shall be delivered to the Association. Meetings held under this procedure shall be conducted at a place which will afford a fair and reasonable opportunity for all proper persons to be present. Such persons are defined as the grievant, the appropriate Association and Board representatives and witnesses. The Association shall have the right to appeal in its own behalf from the disposition of a grievance of any employee or group of employees at any step of this procedure. When it is necessary for a school representative, member of the grievance committee or other representative designated by the Association to investigate a

grievance or attend a grievance meeting or hearing during a school day, he/she shall, upon notice to and approved by his/her Supervisor and/or Principal and the Superintendent, which approval shall not be unreasonably denied, by the President of the Association, be released without loss of pay, as necessary, in order to permit participation in the foregoing activities. This privilege shall be limited to one Association 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. Association and Board counsel shall be permitted at all levels of the procedure beyond the Principal.

- P. Nothing in this Agreement shall be construed to compel the Association to submit a grievance to arbitration.
- Q. No reprisals of any kind shall be taken by either party or by any member of the administration against any participants in the grievance procedure by reason of such participation.
- R. During the summer months, from the last day of school in June to the beginning of the new school terms, all time limits specified in this grievance procedure shall include Monday through Friday exclusive of holidays and weekends (Saturdays and Sundays).

#### **ARTICLE IV** **SALARIES**

- A. The salaries of all persons covered by this Agreement are set forth in the Salary Schedules which are attached hereto and made a part of this Agreement.
- B. Coaching Salaries are set forth in Appendix E hereof. All positions listed shall be subject to annual appointment. Termination within the one-year appointment shall be only for just cause; provided nothing shall prevent the Board from eliminating a position.
- C. Differentials and Extra Duty stipends are set forth in Appendix F hereof. All positions listed shall be subject to annual appointment. Termination within the one-year appointment shall be only for just cause; provided nothing shall prevent the Board from eliminating a position.
- D. The Board shall prepare a teachers' initial contract, an annual salary statement and a separate contract for extra-duty positions in accordance with law as set forth in Appendices B and C.
- E. Each teacher who has completed twenty (20) years of service in the Derby Public Schools shall receive a service increment of Three Hundred Dollars (\$300) as part of his/her regular salary. Each teacher who has completed twenty-five (25) years of service in the Derby Public Schools shall receive a service increment of Five Hundred Dollars (\$500) as part of his/her regular salary. Part time service shall result in a pro rata

reduction of the service increment. Any part time teacher who was eligible for the Three Hundred Dollar (\$300) service increment during the 1991-92 school year shall suffer no pro-rata reduction of the service increment.

- F. Teachers shall be paid every other Friday on a 10 or 12 month basis as determined by the teacher, with the following choices:
  - 1. 22 equal payments; or
  - 2. 26 equal payments.

In the event that the Board is not informed by July 1<sup>st</sup> of each contract year of the teacher's choice (1 or 2), then option 2 shall be utilized.

Notwithstanding the July 1<sup>st</sup> deadline, newly hired teachers shall be offered an opportunity to designate a payment option at the time of hire. If no designation is provided at such time, option 2 shall be utilized.

In the event a pay day shall fall on a school holiday, teachers shall be paid on the last business day prior to the holiday.

- G. Teacher retirement shall be deducted twice each month from all teacher paychecks issued between September and June, providing such procedure does not violate any regulations of the Connecticut State Retirement Board or cause any penalties to be levied by the Teachers' Retirement Board against the City of Derby.
- H. Teachers shall receive their remuneration by direct deposit.

**ARTICLE V**  
**FRINGE BENEFITS**

- A. Effective July 1, 2016, eligible bargaining unit employees may select from either of the following programs for health insurance benefits:

**Option A:**

**PPO Plan:**

Office Visit	\$30
Specialist Office Visit	\$35
Hospital	\$500
ER	\$200
Outpatient Surgery	\$250
Urgent Care	\$75

Prescriptions (Public Sector Option 2) \$5/\$30/\$40 (\$2,000 annual maximum)



Out of Network Deductible	\$2,500/\$5,000/\$7,500
Out of Network Coinsurance	70%/30%

OR

**Option B:**

**HDHP:** The High Deductible Health Plan (HDHP) shall have a \$2,000 single and \$4,000 two-person/family deductible for in network services. Prescription drugs are covered as part of the program and are subject to the deductible. Once the deductible is met there shall be no coinsurance in network for covered services, except for prescriptions. Upon satisfaction of the HDHP deductible, prescriptions subject to a managed three tier drug rider with co-pays of \$10 Generic/ \$25 Brand Name/ \$40 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply)

Out of network services will be subject to a 80% plan/20% member coinsurance to a combined in-and-out-of-network coinsurance maximum of \$2,000 for the individual and \$4,000 for the family, for a combined in-and-out-of-network out-of-pocket maximum of \$4,000 for the individual and \$8,000 for the family.

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 employee with the employee's first paycheck in a contract year in each contract year. The employee's contribution toward the deductible shall either be, at the employee's option, via payroll deduction or contributed directly by the employee in his/her Health Savings Account (HSA) bank account.

A 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.

Prior to July 1, 2011, the Board shall establish a Flexible Spending Account for eligible employees, with a maximum employee contribution of \$2,500 per year.

- B. Depending on the option selected by the eligible bargaining unit employee, the Board will contribute its share of health insurance premium or allocation costs as applicable. Teachers shall be responsible for payment of that portion of their health, vision, and dental insurance premiums attributable to individual, spouse and dependent coverage as follows:

**Option A:**

Effective July 1, 2016 – June 30, 2017:	20%
Effective July 1, 2017 – June 30, 2018:	21%
Effective July 1, 2018 – June 30, 2019:	22%

**Option B:**

Effective July 1, 2016 – June 30, 2017:	18%
Effective July 1, 2017 – June 30, 2018:	18%
Effective July 1, 2018 – June 30, 2019:	19%

- C. Eligible bargaining unit employees shall receive term life insurance in the amount of \$50,000.
- D. Eligible bargaining unit employees shall receive dental insurance (family) (current plan) with Riders A (current with \$1,500 maximum), B (50%, no maximum), and C (50%, \$500 maximum).
- E. All employees who are required to contribute a portion of their insurance premiums shall, as a condition of enrollment in the foregoing program of insurance, sign and deliver appropriate payroll withholding authorization forms to the Board, authorizing the withholding of the employee's share of insurance premiums from wages, salary and/or stipends. Failure to deliver timely withholding authorization forms shall result in exclusion from the insurance program. Upon receipt of a properly executed payroll withholding authorization form, the Board shall request reinstatement of insurance as soon as practicable, subject to any re-enrollment requirements of the insurance carrier.
- F. The Board shall implement and maintain a "Section 125" Salary Reduction Agreement which shall be designed to permit exclusion from taxable income of the employees' share of health and life insurance premiums. The Board makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Association nor any teacher covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.
- G. Those teachers who are first employed on a part-time basis on or after July 1, 1992 shall receive prorated health and life insurance benefits commensurate with their percentage of employment, subject to the above premium sharing arrangement. Teachers hired to

commence work on or after July 1, 2001, who are assigned to a part time position at any time shall receive prorated benefits, subject to the above premium share arrangement.

- H. The Board shall have the right to change current carriers only if service, administration and benefits remain equal or are better. Prior to any changes in carriers, the Board shall consult with the Association. If the Association agrees that the change will provide substantially equivalent or better service, administration and benefits, such change will be implemented. If there is no agreement, either party may submit the dispute(s) to Expedited Binding Arbitration according to the rules of the American Arbitration Association.
- I. Teachers with at least fifteen (15) years of service to the Derby Schools may purchase, at the teacher's expense, individual health insurance at the district's cost for a period not to exceed three years upon termination of employment with the Derby Schools. Such individual health insurance (not family coverage) shall be equal to up to 102% of the benefit cost or allocation rates for active employees, further, the maximum of three years applies only if the individual does not have health insurance from another source paid either by another employer or the individual.

#### **ARTICLE VI** **DEDUCTIONS**

The Board agrees to make deductions, using a computerized payroll system, from salaries of persons in the bargaining unit for:

1. Teachers Retirement Fund deductions.
2. Federal and State tax deductions.
3. Deductions required by order of court.
4. Payroll savings deduction to one institution to be chosen by the Association and the Board.
5. Dues Deductions. The Board shall deduct from the salaries of its employees dues for the Association, the Connecticut Education Association and the National Education Association, or any one of any combination of said Associations as said teachers individually and voluntarily authorize and shall transmit such funds promptly to the Association. Teacher authorizations shall be in writing in the form set forth in Appendix D.
6. Mutual Funds and tax-sheltered annuities limited to a maximum of six (6) funds (the list of available funds is attached hereto as Appendix K). Mutual funds/annuities that have enrolled bargaining unit members who availed themselves of the Early Retirement Incentive Plan of 2006 shall remain open only to such early retirement declared individuals.

**ARTICLE VII**  
**PROTECTION**

- A. Teachers shall report in writing immediately, to their Principals, all cases of assault or battery or other criminal acts suffered by them in connection with their employment.
- B. Such report shall be forwarded to the Superintendent and then to the Board, which shall comply with a request from the teacher for information in its possession not privileged under law.
- C. If criminal proceedings are brought against a teacher alleging the commission of an assault or battery in connection with his/her employment, the teacher shall immediately notify his/her Principal in writing. If the teacher decides to contest the charges and provides his/her own counsel and said proceedings are terminated with said teacher being found not guilty, the Board shall reimburse the teacher the charges for his/her counsel, according to the schedule of minimum fees then in effect among the members of the New Haven County Bar Association. A teacher shall not be eligible for reimbursement of legal expenses should he/she be admitted to a program of accelerated rehabilitation.
- D. No employee shall receive a written reprimand or be suspended without pay except for just cause. Evaluations shall not be deemed to be a written reprimand.

**ARTICLE VIII**  
**PERSONAL INJURY BENEFITS**

Pursuant to Connecticut General Statutes Section 10-236a, whenever a teacher is absent from school as a result of a physical injury arising from an assault or battery suffered in the course of his/her employment, he/she shall be paid his/her full salary (less the amount of any Workers' Compensation payments made for such injury) for the period of such absence. Such period of remuneration shall continue until the teacher is either able to return to work in a light duty capacity or regular duty, whichever is sooner. The time said teacher is so absent from school shall not be charged against the teacher's sick leave.

**ARTICLE IX**  
**SICK LEAVE**

- A. Each teacher shall be entitled to a minimum sick leave with full pay of fifteen (15) school days in each school year. Unused sick leave shall be accumulated from year to year so long as the employee remains continuously in the service of the Derby Board of Education to a maximum of one hundred eighty-five (185) school days at the start of each school year. Upon the accumulation of 185 days of sick leave, sick leave during that school year shall be deducted from the 185 day total. Teachers who use no sick days during a regular school year will be allowed to accrue five (5) additional sick days per school year until they accrue a total of two hundred five (205) days.

- B. Upon retirement or death, but not resignation, eligible teachers hired prior to January 1, 2007 shall be paid for accumulated sick days as follows:

Teachers shall be paid at the rate of 1/186 times annual salary, up to a maximum of \$425.00 per day for all accumulated unused sick days up to a maximum of seventy (70) days;

For purposes of this contract, the term "Retirement" shall mean voluntary termination of employment at a time when the teacher is eligible for current benefits from the Connecticut Teacher Retirement System. Such payment shall be made in the 2nd week of July after the teacher's actual date of retirement and may, at the teachers' option, be paid directly to the teacher or deposited into either a 403B Plan or a 457 Plan.

- C. Upon the death of a teacher, the benefits payable in Paragraph B shall be made to the teacher's estate, in accordance with the provisions of Article IX, Section B.
- D. Those teachers who are first employed on a part time basis on or after July 1, 1992 shall be entitled to prorated current and accumulated sick leave benefits commensurate with their percentage of employment.
- E. For any absence of four (4) or more consecutive work days, the Superintendent may require the employee to provide the Superintendent with a note from the physician treating the employee for such illness addressing the need for the sick leave. Failure to provide such a note may be the basis for discipline.

With respect to any employee granted a paid or unpaid long-term leave of absence for medical reasons (four (4) or more consecutive work days), the Superintendent may periodically require such employee to provide a statement from his/her treating physician indicating the nature of the employee's injury or illness, the anticipated duration of the leave, and the fitness of the employee to return to work. Failure to provide such a note may be the basis for discipline.

The Superintendent may also require such employee to undergo an examination by a Board-appointed physician at Board expense.

Additionally, a pattern of absenteeism or abuse of sick leave may be the basis for discipline.

- F. Any teacher with at least five (5) years of service with the Board as a teacher shall be eligible to donate up to five (5) days of his/her individual sick leave days to any other teacher with at least two (2) years of service with the Board as a teacher as follows:
  - 1. "Individual sick leave days" shall mean unused sick leave days which the teacher has been allocated for the current school year and unused sick leave days which the teacher has accumulated during prior years.

2. An eligible teacher's donation of his/her individual sick leave days shall be voluntary. Individual sick leave days donated by an eligible teacher shall be deducted from the donating teacher's individual sick leave days and may not be reclaimed. Such donated days shall first be deducted from any remaining unused sick leave days which the teacher has been allocated for the current school year, and then from any unused sick leave days which the teacher has accumulated during prior years. An eligible teacher shall only be permitted to donate his/her individual sick leave days once per year, up to five (5) days.
3. An eligible teacher may receive and use donated sick leave days as follows:
  - a. Such teacher must exhaust his/her own individual sick leave days prior to receiving donated sick leave days.
  - b. Such teacher may only receive donated sick leave days if such teacher has a personal medical catastrophic illness or injury.
  - c. Such teacher must be absent due to his/her personal medical catastrophic illness or injury for sixty (60) consecutive days and demonstrate the need for additional leave in order to be eligible to receive donated sick leave days. The Superintendent, in his/her discretion, may permit exceptions to this limitation under special circumstances.
  - d. Such teacher must apply to the Superintendent to receive donated sick leave days at least ten (10) school days prior to the need to use such sick leave days. Such teacher applying to receive donated sick leave days must provide timely and competent medical certification of his/her catastrophic medical illness or injury to the Superintendent, either from such teacher's own treating physician or from a physician named by the Superintendent. The Superintendent shall determine whether the certified illness or injury qualifies the teacher to receive donated sick leave days and shall be entitled to request additional medical information when making a decision on eligibility for use of such days. Decisions of the Superintendent shall not be subject to the grievance procedure.
4. The maximum number of donated sick leave days any eligible teacher may receive per occurrence shall be thirty (30) days. The maximum number of donated sick leave days any eligible teacher may receive per year shall be thirty (30) days. The maximum number of donated sick leave days any teacher may receive while employed by the Board as a teacher shall be ninety (90) days, cumulative
5. Unused donated sick leave days shall not carry over from one school year to the next and may not be reclaimed by the donating teacher.

6. An eligible teacher using donated sick leave days shall be responsible for any and all tax consequences that result from the acceptance of the donated sick leave days.
7. An eligible teacher using donated sick leave days shall not be entitled to any other paid leave, remuneration from disability payments, workers' compensation, and/or other such benefits while receiving donated sick leave days.
8. The Association agrees to indemnify and save the Board and the Administration harmless from any and all claims or litigation arising from the establishment and administration of the sick leave donation provisions set forth herein. All costs incurred as a result of litigation shall be paid by the Association.

**ARTICLE X**  
**PERSONAL, BEREAVEMENT, RENEWAL LEAVE**

- A. Five (5) days per year may be used for the reasons set forth in subsection B below or other good reasons approved by the Superintendent or his/her designee. Two (2) additional personal days will be credited to the teacher if he/she does not use any personal days during the preceding contract year.

In lieu of one (1) of the two (2) credited personal days, a teacher who did not use any personal days the preceding contract year may elect to receive payment for one (1) day at the current substitute teacher rate, to be paid with the first paycheck of the following school year.

Application, in writing, for leave shall be made to the Superintendent or his/her designee at least forty-eight (48) hours before taking such leave (except in emergency situations). It is, however, preferred that teachers notify the Superintendent or his/her designee seventy-two (72) hours in advance of the leave day(s). The teacher shall be informed, in writing, of the acceptance or denial of the request no later than the end of the school day immediately preceding the requested personal day. If a response is not given, the personal day will be deemed to have been approved.

Two (2) of the five (5) days may be taken with no reason by notifying the Superintendent at least forty-eight (48) hours in advance.

Personal days without reason may not be used on the first and last days of the school year, before or after holidays, or to extend weekends and/or school recesses or during the last two (2) weeks of the school year. However, the Superintendent, in his/her discretion, may grant a personal day without reason on a Monday or Friday.

B. **Approved Personal Leave**

1. Religious days
2. Illness or injury to a member of the immediate family\*
3. Attendance at court

4. Death of a member of the immediate family\*
5. Other unavoidable absence at the discretion of the Superintendent according to Section 13 of Administrative Regulations 4/155 B.S.A.
6. Attendance at commencement ceremony
7. Marriage
8. Birth of a child by wife, daughter, daughter-in-law or granddaughter\*
9. Funeral\*
10. Attendance at a school-related activity of his/her child or grandchild not to exceed one (1) day per school year.

\* Forty-eight (48) hour notice shall not be required for use of this leave; the teacher shall provide advance notice as soon as reasonably possible.

- C. Five (5) days of bereavement leave with pay shall be granted to teachers for each occurrence of a death in the immediate family. For purposes of this subsection, immediate family shall be defined as the teacher's spouse, child, stepchild, parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparent or grandchild. Such leave time shall include the memorial service and/or funeral. If additional time is needed beyond five (5) days for a single occurrence, the teacher may take the time without pay or have it charged to his/her personal leave time.

Notwithstanding the above, the teacher must return to work no later than the commencement of the third (3<sup>rd</sup>) day after the day the funeral or memorial service occurs. The parties understand and agree that the teacher's leave shall not exceed the five (5) day bereavement leave period noted above, unless the teacher receives written authorization from the Superintendent that he/she may exceed this period.

- D. Those teachers who are first employed on a part time basis on or after July 1, 1992 shall be entitled to prorated personal and bereavement leave commensurate with their percentage of employment.
- E. Any deductions made against teachers' salaries shall be at the rate of 1/186 times annual salary.
- F. Teacher renewal leave is defined as an approved leave of absence without pay and granted by the Board of Education for a period of one school year, under the following conditions:
1. All teacher renewal leave applications must be filed prior to June 1.
  2. Applications for teacher renewal leave will be evaluated on an individual basis.
  3. Approval will be contingent upon the Board's opinion that the individual's request for teacher renewal leave is in the best interest of the Derby Public Schools.



4. Upon approval, the Board of Education shall pay the cost of the teacher's individual medical benefits during the period of the teacher renewal leave, subject to the premium sharing requirements of Article V.
5. Teachers on an approved leave shall not accrue seniority for the period of the approved leave.
6. Upon expiration of the approved period of leave, a returning teacher shall be guaranteed a teaching position with the Derby Public Schools subject to the RIF provision of this Agreement.

**ARTICLE XI**  
**SABBATICAL LEAVE, TEACHER EXCHANGE PROGRAMS**

The Board may grant sabbatical leave for teachers upon the recommendation of a joint committee of three (3) Association members and three (3) Board of Education members for approved scholarship programs contributing to Derby Public Schools, whether or not carried on in an academic institution, subject to the following conditions:

1. No more than one teacher shall be absent on sabbatical leave at one time.
2. Requests for sabbatical leave for a school year must be submitted to the Superintendent in written form by December 31 of the current school year, but this deadline may be waived by the Superintendent if the time of awarding fellowship grants or scholarships makes such a deadline unreasonable.
3. The applicant must include a statement in writing specifying the purpose of the leave, an outline of the proposed program, and sufficient information to establish the value of the leave to the applicant and to the school system.
4. Preference will be given to applicants on the basis of benefit to the school system.
5. Educational travel or living abroad must have a direct connection to the teacher's current or proposed field of work.
6. The teacher shall have completed at least seven (7) full school years of service in Derby schools prior to the commencement of the sabbatical leave.
7. Teachers on sabbatical leave will be paid 80% of their annual salary rate, providing that such pay, when added to any program grant, salary, scholarship or fellowship shall not exceed the teacher's full annual salary rate.

8. **Conditions:**
- a. Sabbatical leaves will be granted for not less than one semester (three months) nor more than one calendar year.
  - b. Teachers who are granted sabbatical leaves must agree not to accept gainful employment while on leave, except when approved by the Superintendent of Schools.
  - c. Each teacher, while on sabbatical leave, shall be considered in regular full time attendance in the position from which the leave was taken for the purpose of determining the teacher's length of service and the right to receive increments.
  - d. Teachers who are granted a sabbatical leave are required at the conclusion of the leave to return to teaching duties in the Derby School System and to continue in Derby for not less than two (2) years. Before beginning leave, the teacher shall enter into a contract (a copy of which is attached hereto as Appendix A) to return to active service in the Derby Public Schools for a period of at least two (2) years after the expiration of such leave. A teacher who does not return for a full year shall repay to the Board a pro rata share of his/her sabbatical payments, including the Board cost of medical insurance; provided however, that the employee shall be released from such payments if his/her failure to serve the two (2) years as stipulated is due to illness, disability or death, or if he/she is discharged from his/her position by the Board. A teacher who retires no less than one (1) year after his/her return from sabbatical and collects benefits under §§10-183b, et seq., shall be released from the two (2) year obligation.
  - e. A successful candidate who, for any reason, chooses to refuse his/her leave of absence, must notify the Superintendent no later than April 1st that he/she wishes to return to a staff position in Derby during the year for which said leave was granted.
  - f. The teacher, upon his/her return, will receive reappointment to his/her former position or to a position mutually acceptable to the teacher, administration and Board of Education, subject to the reduction in force provisions of this Agreement.
  - g. A written report must be submitted to the Superintendent of Schools within six (6) months following completion of the sabbatical leave.
9. **Qualifications.** In selecting applicants for a leave of absence with compensation, the following shall be considered:

- a. The extent of the applicant’s professional study, growth contributions and successful service in education.
  - b. The extent to which plans submitted for use of time on leave are definite and educationally constructive.
  - c. The reasonable and equitable distribution of applications among the different groups of the staff.
  - d. Other leave held by the applicant, such as exchange teaching, health leave and others provided by the Board of Education.
- 10.
- a. The Board of Education recognizes that teacher exchange programs provide an excellent means of bringing about cultural exchange and understanding, and the learning of new methods and techniques.
  - b. Tenured teachers who wish to participate in exchange programs shall submit their written indication to the Principal and Superintendent of their intentions to apply by December 1. The program and exchange replacement must be acceptable to the Superintendent.
  - c. The teacher shall agree to return to Derby for two (2) full years’ work for every one year’s leave. Upon return the teacher shall be placed on the appropriate step on the salary schedule as though such teacher had not been on leave, and the teacher shall be restored to his/her former position in the grade and/or subject, subject to the reduction in force provisions of this Agreement.

**ARTICLE XII**  
**OTHER LEAVE**

- A. **Convention Leave.** The Board agrees to reimburse expenses approved by the Superintendent and Board of Education of all officially delegated teachers attending a convention or conference or observing activities in another school system.
- B. **General Leave**
  - 1. A teacher may be allowed leave to begin programs of study which result from foundation or scholarship grants and which necessitate personal presence in advance of the close of the school year.
  - 2. Extended leaves, with or without salary or benefits, may be granted at the discretion of the Board.

C. **Military Leave**

Military leave shall be provided in accordance with applicable state and federal law.

Upon the teacher's return to the Derby school system from the military leave as provided in Connecticut General Statutes Section 10-156d, the Board shall pay to the State Teacher's Retirement Fund the full amount of assessments and interest due to provide full retirement credit to the teacher for the period of military service as provided for by the regulations of the teachers retirement system.

D. **Political Leave**

1. A leave of absence without pay, not to exceed four (4) years, may be granted to any teacher for the purpose of campaigning for, or serving in a public office.
2. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule and shall be entitled to benefits as he/she would enjoy had he/she been teaching in the Derby School System.

E. **Maternity Leave – Maternity Sick Leave for Teachers**

The term "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in §10-156 of the Connecticut General Statutes:

1. Disabilities caused by or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom shall be treated as temporary disabilities for all job related purposes.
2. Accumulated sick leave shall be available for use during periods of such disability.
3. Disability leave beyond any accumulated sick leave shall be available without pay for such reasonable further period of time as a female employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto.
4. Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.
5. Childrearing leave without pay may be granted for up to two (2) years or a shorter duration commencing at the end of the disability period. Childrearing leaves are granted by the Board under the following provisions and conditions:
  - a. Such leaves are for a maximum of two (2) calendar years.

- b. Such leaves are without pay or benefits.
  - c. Experience step level does not accrue during period of leave, but step at time leave begins is used to determine salary step upon return to work.
  - d. Notification of desire to return from leave must be made in writing to the Superintendent no later than seven (7) months prior to the scheduled conclusion of the leave.
  - e. Teachers will be returned to their original positions, if vacant, or to analogous openings at the beginning of the school year or during the school year, according to seniority.
  - f. Failure on the part of the teacher to request return to duty or to request extension of leave shall be deemed a resignation from employment.
  - g. Upon expiration of leave, if no position is available for which the person is certified, the leave shall be extended until such time as a position is available, or for a period of two (2) years, whichever occurs first.
  - h. Childrearing leave is not subject to extension by another pregnancy.
6. **Health and Hardship.** When a teacher has been absent because of critical illness of a member of the immediate family or a member of the teacher's immediate household, such absences shall be limited to five (5) days per school year and shall be deducted from the teacher's sick leave. The Superintendent shall have the right to request a medical certificate to ascertain the validity of the critical illness. Under this provision, immediate family shall be defined as: spouse, children, step-children, the teacher's mother or father, step-parent, the teacher's mother-in-law or father-in-law, the teacher's uncle or aunt. A member of the teacher's household shall be defined as: an individual living as a member of the teacher's household (but not a family relation) prior to the onset of the critical illness.
7. The Superintendent may grant additional health and hardship days upon the request of the teacher.
8. Any leave granted under the provisions of this contract or by Board action shall be credited against an employee's entitlement under the Family and Medical Leave Act.

**ARTICLE XIII**  
**WORKING CONDITIONS**

The Board and the Association recognize and agree that the teachers' responsibility to their students and their profession generally entails the performance of duties and the expenditure of time beyond the normal working schedule but that teachers are entitled to regular time and work schedules on which they can rely in the ordinary course and which will be fairly and evenly maintained to the extent possible throughout the school system. Therefore, except in emergencies, limited facilities and voluntary professional services above and beyond contract requirements as aforesaid, the following are hereby adopted.

1. **Textbooks**

- a. The Board shall provide sufficient textbooks or other materials to ensure that each student has textbooks and materials necessary for use.
- b. The Board will continue to invite the active participation of qualified staff members in evaluation of textbooks to be adopted, but final selection shall be the responsibility of the Board, as provided by law.

2. **Class Size Goals**

- a. (1) **Elementary Classes** (Kindergarten and Grade 1) – No class may exceed 25 students. If the class sizes exceed 25 students per class for more than 45 calendar days from receipt by the Superintendent of Schools of formal notice from the Association, a new class will be created or the administration may exercise discretion to redistrict or regroup students by schools to meet the Kindergarten and Grade 1 limits;
- (2) **Elementary Classes and 6<sup>th</sup> grade middle school** (Grades 2 – 6) – Subject to the 45 day grace period, a system wide average of 28 students per teacher shall be maintained per grade level with no class to exceed 30;
- (3) **7<sup>th</sup> and 8<sup>th</sup> grade middle school and high school** (Grades 7- 8 and 9-12) – A maximum of 32 students per class, subject to the 45 day grace period;
- (4) **Special Education Classes** – A maximum of 15 students per class, subject to the 45 day grace period;
- (5) The term “regular classes” shall not include classes in physical education, industrial arts, homemaking, music, art, typing and

laboratory subjects (except for science labs, which shall be considered a “regular class” for purposes of class size).

- b. The Board and the Association agree that further reductions in the class size limitation set forth above are desirable, and to the extent possible under the circumstances (e.g., availability of staff and facilities) such reductions should be made.
- c. Subject to the forty-five (45) day grace period, no regular classroom teacher should, at any time, be assigned a class responsibility, regardless of size of his/her classes, of more than 150 students per day.
- d. Subject to the forty-five (45) day grace period, no teacher should be assigned responsibility for more than 60 students at one time (study period).
- e.
  - (1) Notwithstanding anything in the Grievance Procedure (Article III) to the contrary, the formal notice referred to in subsections a.(1), (2), (3), (4) and subsection c. and d. of this section (class size) shall be accompanied by a statement of grievance to be initiated at the Superintendent of Schools level.
  - (2) The Board shall have no obligation to take any remedial action concerning any class size in excess of the contractual limits until 45 calendar days after receipt by the Superintendent of Schools of formal notice from the Association specifying particular classes (school, grade level and teacher), where the contractual class size goals have been exceeded.
  - (3) Notwithstanding the foregoing, if an excessive class size continues for at least 25 days, the Board shall post a teaching position by the 25th day of such continued excessive class size, and if necessary, will hire sufficient certified personnel following the closing date of such posting to relieve teachers of the excessive class size burden.
  - (4) At the end of the 45 day grace period, all teachers who experience excess class sizes shall be offered the opportunity to continue through the end of the school year with an excess class size (after consolidating all such excess students into the class of the volunteer), and any such teacher who volunteers to continue with an excess class size shall do so for the remainder of the school year. Commencing with the 46th day following receipt by the Superintendent of Schools of formal notice from the Association of such excess class size, the volunteering teacher will receive (i) in addition to his/her regular rate of pay, a stipend of \$25.00 per

teaching day (excluding sick leave, personal leave, in-service days and other paid days when regular classroom duties are not performed), and (ii) the assistance of a teacher aide. Should more than one person volunteer, selection will be based on seniority.

- (5) If no teacher with an excess class size volunteers for the above stipend and teacher aide, the offer will be extended to all other teachers at the grade level (or in the subject area) within the affected school.
- (6) If no eligible teacher volunteers for the additional stipend and teacher aide, a new class will be created.
- (7) Any teacher who elects to receive the stipend and teacher aide assistance as specified above, shall be obligated to continue with such class size, and shall continue to receive the stipend and teacher aide assistance, through the end of the school year. However, if the class size of such teacher rises by more than two (2) students above the class size that was in effect at the time of such teacher's election, the teacher will be entitled to revoke his/her election within ten (10) days following the additional rise in enrollment. If the class size of such teacher is reduced to fall within the class size goals as stated herein, the teacher's stipend and teacher aide assistance will be discontinued.

### 3. **Work Day**

- a. Under normal circumstances, all teachers should be in their assigned buildings fifteen (15) minutes before the scheduled beginning of school and shall remain thirty (30) minutes after the scheduled student dismissal time ("wrap-around time"). The only exception will be (i) the end of the last day of each work week, (ii) the end of the last day before holidays and (iii) in the case of elementary teachers only, the day following a scheduled early dismissal day, when teachers not assigned a duty may leave after dismissal of assigned students.

Wrap-around time may be used for student supervision however; a teacher shall only be assigned duties during either morning or afternoon wrap-around time. Additionally, infrequently, the building administrator may meet with the teacher during wrap-around time to discuss instructional and/or other issues, at the discretion of the building administrator.

In any situation where wrap-around time is scheduled as time requiring teachers to supervise students, such time shall be non-instructional.



Traveling personnel will report and remain at the assigned school on the same schedule, but may transfer to another school after the scheduled student dismissal time. The Superintendent or his/her designee may designate up to one (1) day per week for professional learning communities and/or common planning time. On a day that is designated as a professional learning community and/or common planning time, the thirty (30) minute portion of wrap-around time shall be increased to one (1) hour on such day and there shall be no thirty (30) minute portion of wrap-around time during a designated day that same week. During a week that a faculty and/or department meeting is held, there shall be no professional learning community and/or common planning time held, provided, however, professional learning community and/or common planning time may, at the discretion of the building administrator, be held either in lieu of or as part of a building meeting set forth under Article XIII, Section 3, Subsection c. (1).

- b. Teachers shall be expected to participate actively in those professional activities which contribute to the educational program, including staff meetings, workshops, departmental activities, meetings with the Board of Education and other professional activities.
- c. Teachers shall not normally be required to remain after school for longer than one hour to attend the following staff meetings:
  - (1) Building meetings called by the Principal (not more than one per month).
  - (2) Subject field group, grade level groups or special groups assigned by the Superintendent of Schools (not more than one per month).
  - (3) Teachers are to report to such meetings not later than ten (10) minutes after student dismissal and the duration of such meetings should not normally exceed one hour from dismissal of students.
  - (4) Notwithstanding the foregoing, the Superintendent of Schools may, as the need requires, call a maximum of three (3) general staff meetings. Unassigned teachers will be required to assemble at a central location as soon as possible after the student dismissal of the last school releasing students. Under normal conditions, such meetings should not exceed one hour. Superintendent's meetings shall begin promptly upon the arrival of a majority of the staff of the last school to dismiss. Under normal circumstances, the start of a Superintendent's meeting should not be delayed more than fifteen (15) minutes from the dismissal time of the last school to release students.

- d. Elementary, middle school and high school teachers shall have a duty free lunch period, equivalent to the length of the students' lunch period, in conformance with State law. At the elementary level, teachers shall perform one duty: lunch duty or one lunch/recess duty per month on a rotating basis. Each rotation shall be equal to five (5) days of such lunch duty or lunch/recess duty per twenty (20) days. However, during the month of June, duties may be scheduled on a daily basis in order to equalize duty load among staff members of a school. Daily or weekly rotations may be designed on an individual school basis under a cooperative plan among the staff and administration. Failure to design a cooperative plan will require rotation of five (5) consecutive days per duty per month.
- e. At the high school level, teachers who volunteer for lunch duty shall not be assigned another duty on that day. In the absence of volunteers, teachers at the high school and middle school levels shall be assigned lunch duty on a rotating basis and such teachers assigned lunch duty shall not be assigned another duty on that day.
- f. All high school and middle school teachers shall have, in addition to their lunch period, at least one (1) preparation period each day, except on block scheduled days, equal to the length of a student instructional period, during which they shall not be assigned to any other duties. A preparation period shall be defined as non-instructional time to be used for teacher development of class presentations and related academic activities. Preparation periods may be used for activities initiated by the administration such as curriculum planning, data team meetings, evaluation conferences, or planning related to specific students, classes, subjects, or grade levels no more than twice per month.

A teacher shall be provided one preparation period equal in length to a student instructional period for every two block scheduled days. In no event shall a teacher be provided more than one preparation period on a single day, and more than one preparation period for every two block scheduled days. Such preparation periods are not guaranteed on shortened days nor are all preparation periods within a standard block schedule rotation guaranteed during shortened weeks, and the loss of such periods due to shortened weeks or days will not be grievable under Article III of this Agreement.

- g. Elementary teachers and specialists will not be required to remain with their class during library/media period and such time shall be used as preparation time. Elementary teachers shall have no fewer than five (5) preparation periods per full five (5) day work week. A preparation period

shall be defined as non-instructional time to be used for teacher development of class presentations and related academic activities. Preparation periods may be used for activities initiated by the administration such as curriculum planning, data team meetings, evaluation conferences, or planning related to specific students, classes, subjects, or grade levels no more than twice per month. Such preparation periods are not guaranteed on shortened days nor are five (5) periods guaranteed during shortened weeks, and the loss of such periods due to shortened weeks or days will not be grievable under Article III of this Agreement.

In the event that the Board increases the staffing level of its elementary computer teachers by adding an additional full-time elementary computer teacher, it is understood that this may result in an additional increase in elementary planning time.

If a teacher loses a preparation period and covers a classroom, except as provided above, he/she shall be compensated at the pro-rata per diem salary for the teacher who teaches the class. If a teacher merely covers a class, he/she shall receive 50% of his/her pro-rata per diem salary.

- h. High school and middle school teachers shall not normally be assigned more than five (5) teaching periods per day. The term “teaching periods” does not include advisory periods. Any high school or middle school teacher who is assigned to teach a sixth teaching period or any class above the accepted contractual limits shall be paid an amount negotiated by the Board and the Association, subject to the provisions of the Teacher Negotiation Act.
- i. High school and middle school teachers shall not be required to teach more than two (2) core subjects (e.g., art, english, mathematics, music, physical education, science, social studies, world languages, etc.) nor to make more than three (3) teaching preparations at any one time, except in special or extraordinary situations as defined by the Superintendent and subject to the grievance procedure.
- j. High school and middle school teachers will be required to perform extra duties, such as, but not limited to, study hall, supervising/overseeing the in-school suspension room and cafeteria duty.
- k. Recognizing that a teacher’s professional responsibility extends beyond the classroom, all teachers are expected to share equitably in the ordinary extra classroom responsibilities of the school including clubs, special programs, intramural sports and special supervision. Extra compensation, whether in time or salary, will apply to such activity assigned to a teacher.

Every effort will be made to seek volunteers for such activities. However, assignments will be made by administration in the absence of volunteers on an equitable rotating basis. Such assignments are to be limited to only those activities agreed to by the Association and the administration and listed as part of this Agreement under this Article and the stipends for extra-curricular activities provision. Appropriate remuneration will be granted to those who volunteer or are assigned to the approved list of activities as noted therein.

4. **School Year**

- a. Should the teacher work year be modified from 186 days by the Board of Education, the Board shall meet and negotiate with the Association over the impact of such change. The Board will bargain with the Association should it become necessary to lengthen the school year beyond 186 days. Commencing in the 2004-2005 contract year, the Board may use 182 days for student instruction. In addition the Board may use one (1) additional day from the remainder of the 186 days for either student instruction or professional development as it determines.
- b. The Board will confer with the Association for its suggestions prior to adopting the school calendar.
- c. The last four (4) days at the high school, either the last three (3) or four (4) days at the middle school (as determined by the Board) and the last three (3) days at all elementary grades of each school year shall be early release sessions for students and full work days for teachers. (Elementary teachers are entitled to 3 half-days as stated above.) The early release of students on these days provides time for test correction, grading of students' permanent records, group meetings among teachers and other end of year activities of an organizational and clerical nature. With the exception of the last day, teachers are expected to remain in school and maintain a normal work schedule notwithstanding the absence of students. The half days at the end of the school year could, upon discussion with the Association, be shifted to the beginning of the school year.
- d. The teacher work year shall consist of one hundred eighty six (186) days, including one hundred eighty two (182) instructional days, three (3) non-instructional days, and one (1) additional day that may be used for student instruction or professional development as determined by the Board, subject to paragraph a. above, should any change be made by the Board.
- e. Guidance counselors shall work up to an additional ten (10) days beyond the teacher work year of 186 days. Such days shall be determined by the Superintendent or his/her designee. Guidance Counselors will be provided

with thirty (30) days advance notice of the date(s) of such additional day(s). Guidance counselors shall be paid their applicable per diem rate for each additional day(s).

5. **Special Area Programs**

- a. It shall be the responsibility of the special teacher in such areas as Art, Music and Physical Education to demonstrate ways of implementing the program, and to furnish and distribute materials which may assist the classroom teacher.
- b. Classroom teachers may be absent from their rooms during the visits of the special teachers. Such time is to be used as a preparation period.
- c. Teachers of special areas shall have equity of workload and assignment with regular classroom teachers. Such equity shall extend to participation in and the planning of field trips, extra-curricular activities, shows, displays, graduation exercises, duty assignments and preparation periods.
- d. Specialists shall meet with the Superintendent of Schools on an annual basis to plan schedules and programs for the subsequent school year. Such meetings are to take place prior to June 1 of each year.
- e. Adequate desk and storage space shall be provided for specialists in each school.
- f. System wide schedules and programs for teachers of special areas should include adequate time for travel and should also include preparation periods equal to other teachers.

**ARTICLE XIV**

**TEACHER ASSIGNMENTS, TRANSFERS 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 they will teach, and any special or unusual classes or assignments they will have, as soon as practicable and under normal circumstances not later than July 1, provided that in the event of a change in circumstances or conditions during the months of May through August (e.g. resignation) such assignments may be changed as required to meet the situation.
- 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 certificate.

- C. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of the desire with the office of the Superintendent not later than March 1. Such statements shall include the grade and/or subjects to which the teacher desires to be assigned and the school or schools (in order of preference, if the teacher has preference) to which he/she desires to be transferred. As soon as practical and under normal conditions not later than one week prior to the close of the school year, the Office of the Superintendent shall, upon request, make available a list of those teachers receiving transfers.
- D. In the determination of assignments and transfers, the convenience and wishes of the individual teacher will be considered to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils as determined by the Superintendent of Schools. An involuntary assignment or transfer shall be made only after a meeting between the teacher involved and the Superintendent of Schools or his/her designee, at which time the teacher shall be notified of the reasons for the assignment or transfer. In the event that a teacher objects to the assignment or transfer at this meeting, the Association will, upon request of each teacher, send a representative to meet with the Superintendent or his/her designee to discuss the assignment.
- E. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of interschool travel. Such teachers shall be notified of any change in their schedules as soon as practical.
- F. Teacher assignments, promotions or transfers shall be made without regard to age, race, creed, color, religion, nationality, sex or marital status.
- G. All vacancies shall be posted and filled in accordance with this Article. Those on the recall list shall be offered a teaching vacancy for which they are certified prior to the hiring of new staff. If a position is refused by all eligible teachers on recall, such position shall then be posted according to the provisions of this Article. For the purpose of this Article, a vacancy shall be defined as a position opened by death, retirement, resignation, the creation of a new position, or a transfer or series of transfers.
- H. If a change in a teacher's assignment occurs as a direct result of declining enrollment and the teacher agrees with the change, it will be considered a voluntary transfer. If the teacher objects to the change, it will be considered an involuntary transfer subject to the procedures of this Article.
- I. All vacancies in promotional positions caused by death, retirement, resignation or by the creation of a new promotional position shall be filled pursuant to the following procedure:

1. All vacancies shall be adequately publicized, including a notice in every school, by posting, through the Superintendent's bulletin or otherwise, as far in advance of the date of filling such a vacancy as possible, ordinarily at least two (2) weeks in advance.
  2. Said notice of vacancy shall clearly set forth the qualifications for the position.
  3. Teachers who desire to apply for such vacancies shall file their applications in writing with the Office of the Superintendent within the time limit specified in the notice.
  4. If in the determination of the Superintendent the qualifications of the applicants are substantially equivalent, preference shall be given to the qualified teachers employed by the Board.
  5. Promotional positions are defined as bargaining unit positions paying a salary differential.
- J. The Board shall notify the president of the Association of any new bargaining unit members within five (5) days after the Board accepts the recommendation of the Superintendent of such new hire.

**ARTICLE XV**  
**REDUCTION IN FORCE**

In the event that the Board of Education decides to reduce staff below the rank of assistant principal or vice principal, it shall do so in the inverse order of employment. The certification areas for such reduction in force shall be: K-8, subject area at the high school level and special subjects K-12.

- A. Teachers earn seniority on the basis of the total time of continuous contract teaching experience in the Derby Schools, including periods of authorized unpaid leave. Half-time teachers earn a month of seniority for each two months of continuous contract teaching in the Derby Schools.
- B. In the event that two or more teachers have equal seniority, the following procedure will be utilized to determine which teacher is more senior:
1. Date of Board's appointment;
  2. Date when work actually began;
  3. Date when contract was signed;
  4. Date when original teaching certificate was issued by the State.
- C. No tenured teacher as defined under Connecticut General Statutes §10-151 with appropriate certification shall be RIFed before a non-tenured teacher.

D. **Definition**

**Displaced teacher:** One who is regularly employed as a staff member whose position has been or is to be eliminated. The displaced teacher shall bump first into the same certification area, and second into another certification area. Bumping shall occur as follows: The senior displaced teacher shall be placed in the position held by the least senior teacher whether in the same or another certification area.

E. To bump from one certification area to another certification area (i.e., elementary to secondary, secondary to elementary, one subject matter to another subject matter at secondary, to special areas) an individual must have certification plus must have taught the subject or have actual professional experience in the area. Such experience or teaching must have been for a minimum of three (3) years within twelve (12) years of the bumping.

F. **Recall Procedure**

1. Any teacher whose services have been terminated because of the elimination of a position or a reduction in professional staff shall be placed on a reappointment list and remain on such list for eighteen (18) months.
2. Recall will be based on a reversal of the staff reduction criteria.
3. No new staff member shall be appointed until laid-off staff members with necessary certification have been notified and have refused openings.
4. The senior laid-off teacher shall receive notification of a vacancy by certified mail, return receipt requested, at his/her last known address, at least 30 days prior to the date of re-employment.
5. Rejection of an offer, or failure by a teacher to communicate his/her desire for re-employment within ten (10) days of the date of notification of position shall constitute a waiver of his/her recall rights in the Derby School District. Failure to return to the position offered within thirty (30) days of the date of the notification or when the position becomes available, whichever occurs later, shall constitute a waiver of recall rights. In such case, the next senior staff member with the proper certification on the recall list shall be notified in accordance with the above provisions.
6. Any teacher recalled under this procedure shall have seniority earned and/or accumulated as of the last day of employment prior to layoff.
7. An individual on the recall list shall provide an up-to-date address to the Superintendent.



- G. Nothing in this Article shall require the promotion, assignment, re-appointment, or recall of a teacher to a position of higher rank, authority, work time or compensation, even though the teacher whose contract is terminated or who is recalled or re-appointed is qualified and/or certified for the promotion or appointment.

**ARTICLE XVI**  
**GENERAL WORKING CONDITIONS**

A. **Teacher Facilities**

To the extent feasible in existing buildings and provided that no substantial capital investment is necessary, and in designing new buildings and rehabilitating existing buildings, the Board will provide in each school building:

1. Space in each classroom in which teachers may safely store instructional materials and supplies; and
2. An appropriately furnished room to be used as a private faculty lounge. Additionally, if the Board determines that it is able to provide an additional room for use by the teachers as a workroom, such room will also be provided. The workroom will contain adequate equipment and supplies to aid in the preparation of instructional materials.
3. Well lighted and clean teachers' rest rooms.
4. A system whereby teachers can effectively and expeditiously communicate with the main office in the event of an emergency.
5. Access to a school telephone shall be made available to teachers for school business at times convenient to all concerned, provided such use does not unnecessarily interfere with the normal and vital communications of the school.
6. Telephone messages of an emergency nature shall be communicated to the teacher immediately. Other messages of a routine nature should be relayed directly to teachers as soon as possible or convenient.
7. A functioning computer device in each instructional classroom with internet access and email available for professional, school use.

B. **Other Conditions**

1. Teachers, in the discharge of their duties, shall be under the direction of the Superintendent, Principals, Assistant Principals, individuals formally designated

to serve in any of these capacities and Supervisors and shall comply with their reasonable suggestions and ethical requirements.

2. Teachers shall at all times carefully observe their pupils for evidence of physical defects or disease, and shall report the same immediately to the Principal, who will report the information to the school nurse.
3. Teachers should be given all data and knowledge concerning any of their pupils who may have physical and/or mental disabilities.
4. In order to facilitate the evaluation of students, teachers shall have access to the permanent student records of their pupils which shall be safeguarded at all times.
5. Classroom instruction periods should not be interrupted by routine announcements, non-emergency telephone calls, text messaging and/or cell phone use in a non-instructional manner, except in the case of emergency.
6. Each teacher will personally promote desirable public relations for the school system, and will endeavor to initiate conferences with parents. Teachers shall refrain from using social media in an inappropriate manner.
7. Teachers are urged to make full use of all organizations and other resources of the community which will contribute to the educational welfare of the pupils and promote a good educational climate.

C. **Substitute Teachers**

1. After a forty (40) day trial period, a certificated substitute teacher shall be paid up to the appropriate rate on the salary schedule as if said substitute teacher had been originally employed as a full-time teacher.
2. The Board of Education recognizes that substitutes in special areas are important to the educational continuity of instruction. To this end, the Board agrees to provide substitutes on a daily basis, if available, to replace the regular teacher specialist who is not in attendance at school due to sickness or any other excusable absence.
3. Compensation for coverage of classes when a substitute is not available shall be at pro-rata per diem salary for the teacher who teaches the class. If a teacher merely covers the class, he/she shall receive 50% of his/her pro-rata per diem salary. The building administration shall have discretion to choose a teacher who is certified to teach the class over a teacher who is not certified in the subject area. A system of rotation based on volunteers will be utilized. However, if no volunteers are available, the administration will assign coverage.

D. **Specialists**

The Board and the Association agree that an adequate number of competent specialists is necessary to the operation of an effective educational program. The Board agrees, subject to availability of competent personnel, to employ specialists as rapidly as possible as the need arises. The Board will consult with the Association as to priorities of the specialists in the foregoing categories.

E. **Administrative Screening Committee**

Teachers will be accepted as members of the Administrative Screening Committee for the purpose of pre-screening devices for all supervisory positions as required by Connecticut certification laws. Two tenured teachers will be chosen from a list of five presented to the Superintendent of Schools by the President of the Association.

F. **Association Business**

1. The President of the Association will be excused up to a total of three paid (3) days per contract year without loss of sick, personal or professional days, for matters requiring his/her duties as President of the Association. Outlined procedures for use of professional days will be followed. Other officials of the Association may carry on Association business during their unassigned time provided this does not interfere with the normal educational operations of the school. Accordingly, Association business shall be conducted either during preparation periods or duty-free periods.
2. The complete minutes, if any, of all open Board meetings shall be sent to each school and two copies shall be sent to the President of the Association within a reasonable length of time.
3. The Board shall recognize two Association building representative in each school as official representatives of the Association. The Association shall, at the beginning of each school year, make available to the administration a list of Association officers and building representatives. The Principal of the school shall meet with the building representatives when necessary at the request of either party to discuss matters of mutual interest. Under normal circumstances, no more than two (2) Association representatives/officers shall attend such meetings at any one time.
4. The Association shall be allowed to utilize school mailboxes for the distribution of official Association business.
5. The President of the Association or his/her designated representative shall have the right to visit schools to investigate teacher complaints or problems, or for any other purpose relating to the terms and conditions of this contract during their

duty free period or during their preparation period. Such visits shall not interfere with the regular teaching duties of the President, his/her designated representative, or the instructional program of the school visited, except in case of emergency. Should such emergency arise, the Superintendent shall be notified immediately and a decision as to the procedure to be then followed shall be rendered by the Superintendent or in his/her absence the building principal, or in his/her absence the immediate supervisor of the President.

6. The Board of Education agrees to give permission for a building telephone for official Association business. Said telephone shall be installed in the building designated by the Association President. All expenses, including installation, shall be the responsibility of the Association. Location of the phone is to be agreed upon by the building principal and the Association President.

G. **Association Security**

1. All teachers employed by the Derby Board of Education shall be required as a condition of continued employment to either become a dues paying member of the Derby Education Association, Connecticut Education Association, National Education Association (The Association) or pay a service fee to the Association. Such service fee shall not exceed that portion of Association dues, fees and assessments used for purposes of collective bargaining, contract administration and grievance adjustment.
2. Association dues and service fees shall be automatically deducted from employee paychecks once per month by the Board and transmitted to the Association monthly.
3. The Association shall provide to the Board the following information:
  - a. The names of all bargaining unit members who have become members of the Association shall be provided to the Board by the first day of each school year.
  - b. The figure which represents the portion of its regular dues, fees and assessments which is used for collective bargaining, contract administration and grievance adjustment shall be provided to the Board as early in the school year as possible, together with the amount of the required monthly deduction for the resulting service fee.
4. Those teacher whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the remaining school year.
5. The Association agrees to indemnify and hold the Board harmless from any loss, claim, demand or expense arising from this Article, including court costs and

reasonable attorney fees. The Board shall notify the Association of any claim made pursuant to this Article. The Board shall choose its attorney, whose reasonable fees shall be paid by the Association.

H. **General**

Resource teachers and interning college students may be assigned to each school to provide tutorial instruction during the school day.

I. **Teacher Aides**

The Board and the Association agree that a teacher's primary responsibility is to teach and his/her energy should, to the extent possible, be utilized to this end. The Board and the Association recognize that teacher aides and part-time clerical employees are useful and necessary in order to implement this principle. Therefore, the Board agrees that, subject to the availability of competent personnel and adequate Federal Aid Funds or other funds, it will employ:

1. Teacher aides sufficient in number to relieve teachers in kindergarten through 6th grade who have more than thirty (30) students within the class. A full-time aide will be assigned to a class when the enrollment reaches 35 students.
2. The responsibilities of the teacher aide will include but not be limited to the following: non-teaching and instructional assignments, supervision of recess period, playground activities, corridors, lunch duties, buses, collecting money for non-educational purposes, taking attendance.
3. Part-time personnel, one for every eight (8) teachers, to assist with duplication of instructional material, and similar functions which do not require professional judgment.
4. Aides will be assigned to Derby High School to assist with supervision of the cafeteria, study halls and library. Additional clerical help will be provided in all schools to eliminate teachers collecting monies and to reduce other non-instructional duties.

J. Upon completion of the National Board Certificate, the Board shall make to a teacher who holds the certificate a one-time payment of two thousand dollars (\$2,000).

**ARTICLE XVII**  
**DEGREE DEFINITIONS**

A. The salary schedules listed in the Appendices of this Agreement shall be interpreted in accordance with the following definitions:

### **Bachelor**

- a. A Baccalaureate degree earned at an accredited college or university.
- b. 4<sup>th</sup> year plus fifteen (15) credits in a planned program: one-half the difference between the 4<sup>th</sup> and 5<sup>th</sup> year on the same step.\*

### **Masters**

- a. A master's degree earned at any accredited college or university; or the completion of thirty (30) credits beyond the Baccalaureate degree in a program approved by an accredited college or university.
- b. 5<sup>th</sup> year plus fifteen (15) or 4<sup>th</sup> year plus forty-five (45) in a planned program: one-half the difference between 5<sup>th</sup> and 6<sup>th</sup> year on the same step.\*

### **Sixth Year**

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

- a. 6<sup>th</sup> year placement plus fifteen (15) credits in a planned program.\*

### **Doctorate**

A doctor's degree (PhD or Ed.D) in the teacher's subject area earned at an accredited college or university. After July 1, 1986, all new staff hired and all veteran staff who wish a degree change to this level, must have an earned doctorate in the field of education or in a related area of education. Acceptable related areas shall be determined by the Superintendent of Schools and/or the Board and under regulations of the Department of Education for the State of Connecticut.

## **B. Placement on the Salary Schedule**

All teachers shall be placed on the appropriate step on the salary schedule, taking into consideration the following:

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\* A teacher who has commenced earning fifteen (15) credits in an unplanned program as of June 30, 2001, shall have five (5) years to complete fifteen (15) credits; thereafter all work must be in a planned program.

1. Degree status as defined under “Degree Definitions” section, provided the teacher notifies the Superintendent of an anticipated degree change by February 1<sup>st</sup> prior to the contract year in which the change is to occur.
2. Full credit for previous teaching experience in public, private and military dependence schools, provided that such experience shall have been continuous service of at least one half of any school year or other non-teaching work experience deemed relevant by the Superintendent. Intermittent or short-term substitute service shall not be credited as previous teaching experience. Notwithstanding the foregoing, the Superintendent may exercise his/her discretion in granting credit, or refusing to grant credit, for prior teaching experience or work experience, after taking into account the quality and length of such experience.
3. Full credit for service in the Peace corps or Vista up to two (2) years.
4. Credit for active service in the Armed Forces of the United States up to two (2) years.
5. Teachers will be placed on the proper salary schedule as outlined in items 1 through 4 provided all necessary verifications and documentation have been received by the school system. Upon meeting all necessary requirements for proper placement, teachers shall receive the appropriate compensation. Errors of placement must be brought to the attention of the business office within the fiscal year of the error. Corrections of salary placement errors cannot be retroactive to past fiscal years.
6. Any salary increment and/or increase or part thereof may be withheld from any teacher for unsatisfactory service for just cause. A teacher shall receive a written statement of the reasons for the withholding of the increment and/or increase or part thereof and shall be entitled to have a meeting with the Superintendent and to have Association representation at that meeting.
7. In accordance with the criteria set forth in Sections B. 1-4 above, the Board shall place new hires on an appropriate step of the salary schedule (as determined by the Board), however, such new hires shall not be placed at a step higher than an incumbent teacher with the same or more years of the experience set forth in Sections B. 1-4 above.

**ARTICLE XVIII**  
**SUMMER SCHOOL PROGRAM**

- A. The Board and the Association recognize that the summer school program may vary substantially from year to year. The Board will consult with the Association annually as

to the summer school program for that year as early as feasible, usually by February 1 to June 1.

- B. Following such consultation concerning the summer school program for the year, the Board will adequately publish the scope and content and positions to be filled by the teachers through a notice to every school as early as April 1 to June 1. Subject to special requirements of the program, posting openings shall be filled with regard to competence and experience and preference shall be given to applicants from the regularly appointed teacher staff in the Derby School System. This shall not preclude the Board from employing outside personnel who through special qualifications enrich the program.
- C. Summer school teachers shall be paid a daily rate, as set forth in Appendix F.

**ARTICLE XIX**  
**GENERAL PROVISIONS**

A. **Evaluations**

Teachers shall be given a copy of any evaluation reports prepared by their superiors. Any such 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 sent to the teacher and such teacher has been given the opportunity to acknowledge the report by signature and has the right to have his/her written statement filed with the criticism or evaluation within a thirty (30) day period beginning with the date of the report.

- B. If any portion of this Agreement is ruled invalid for any reason, the remainder of the Agreement shall remain in full force and effect.
- C. The Board and the Association reaffirm the concept of ethical conduct on the part of the teaching staff in regard to their professional relationships with their students, colleagues, and the Board of Education, such as the following:
  - 1. A recognition that the youth and immaturity of students requires a teacher to be sympathetic and empathetic in coping with individual differences.
  - 2. A respect for students, parents and colleagues.
- D. An Association-Administrator Advisory Committee shall be jointly established in all schools. Association building representatives shall meet, as needed, with building administrators to discuss in-school problems and solutions.

E. **Use of School Premises for Association Business**

The Derby Education Association is encouraged to use school premises for meetings by its board. However, use of the buildings will be cleared with the building principal at



least twenty-four (24) hours prior to use. Any cost involved for custodial or other service will be absorbed by the Association. Money realized from fund raising activities by the Association will be considered in light of cooperation with projects or scholarships for Derby students.

F. **Use of Equipment and Supplies**

Duplicators, mimeographs, etc., will not be used for Association business without the express approval of the Superintendent or his/her designated representative.

G. **Management Rights Clause**

The Board of Education and its delegate representing agents will reserve the right to all management functions as delegated to a corporate body under existing Connecticut statutes.

H. **Student Teachers**

No teacher shall be required to accept more than one student teacher during a school year.

I. **Traveling Teacher – Definition**

Traveling teachers are those teachers who travel to more than one building in one day and use their vehicles to carry out their teaching duties.

J. **Curriculum**

The rate of pay for writing curriculum shall be:

2016-2017: \$32.74

2017-2018: \$33.39

2018-2019: \$34.06

Curriculum work will be voluntary to the extent possible. In the event there are no volunteers, the Superintendent may, at his/her option, assign curriculum writing to be performed during school hours (without a stipend) by a teacher with appropriate certification. In the absence of volunteers, curriculum writing may be performed outside the bargaining unit.

**ARTICLE XX**  
**STIPENDS FOR EXTRA-CURRICULAR ACTIVITIES**

A. Currently, teachers are involved in some extra-curricular activities which require significant time and energy above and beyond the normal workload. In such instances,

teachers will be compensated with a stipend. Listed here are the activities for which such remuneration will be given.

B. List of approved extra duties with compensation:

<u>Activity</u>	<u>2016-17</u>	<u>Stipend</u> <u>2017-18</u>	<u>2018-19</u>
Derbyettes	\$1,590	\$1,622	\$1,654
Drama Advisor	\$779	\$795	\$811
H.S. Yearbook Advisor	\$1,590	\$1,622	\$1,654

The stipend language set forth above shall not apply if any of the foregoing activities is the subject of a regular class to which a teacher is assigned.

C. Non-compensated extra-curricular activities (do not require significant time and energy beyond regular workload):

- School dance;
- School government;
- School assemblies;
- In school day clubs;
- Field trips;

and all other such activities which do not require significant time beyond the normal workload. The administration shall make all decisions concerning compensation or the lack of compensation for any activities not presently listed herein, but such decision shall be negotiated with the Association to the extent required by law.

D. All part time teachers at all grade levels shall be required to perform extra duties on a prorated basis.

E. All extra-curricular positions are subject to yearly appointment. Termination within the one-year appointment shall be only for just cause; provided nothing shall prevent the Board from eliminating a position.

**ARTICLE XXI**  
**DURATION**

This Agreement shall be and remain in full force and effect from July 1, 2016, through and including June 30, 2019 and shall not be amended except by either written agreement of both parties hereto or as set forth below. This Agreement extends and supersedes all prior collective bargaining agreements between the parties.

The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) as set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2018. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will reopen Article V of the contract for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

IN WITNESS WHEREOF, the parties hereto set their hands at Derby, Connecticut, this \_\_\_\_ day of December \_\_\_\_, 2015.

**BOARD OF EDUCATION – CITY OF DERBY**

By \_\_\_\_\_  
Chairman, Board of Education, City of Derby

**DERBY EDUCATION ASSOCIATION**

By \_\_\_\_\_  
President, Derby Education Association

**APPENDIX A**

**Derby Public Schools  
Derby, Connecticut**

**LEAVES OF ABSENCE WITH PAY (SABBATICAL LEAVE)**

I hereby agree, upon the completion of my approved leave dated \_\_\_\_\_, 201\_\_ to \_\_\_\_\_, 20\_\_, to return to an assignment in the Derby Public Schools for a period of two (2) years.

It is my understanding that should I not perform this agreement, I shall repay to the City of Derby a sum bearing the same ratio to the amount of salary and benefits received while on leave of absence that the unfulfilled portion of the subsequent year's service bears to the full years. I further understand that I shall be released from this commitment should my failure to meet this contract result from illness, disability, death or involuntary release from the position by the Board of Education.

Dated at Derby, Connecticut, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witness

\_\_\_\_\_

\_\_\_\_\_  
Signature of Staff Member

\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent of Schools  
for the Derby Board of Education

**APPENDIX B**

**TEACHER'S INITIAL CONTRACT**

The Board of Education of the City of Derby, Connecticut, hereby agrees to employ \_\_\_\_\_ and he/she (to whom the "teacher" hereinafter refers) hereby agrees to serve, under the direction of the Superintendent of Schools, as a teacher in the public schools of said City for a period commencing on \_\_\_\_\_, subject to the conditions stated below.

In accordance with the provisions of the prevailing salary schedule of the Board of Education for said City, the Board [has voted and] hereby agrees to pay said teacher and said teacher hereby agrees to accept, for service commencing as stated above, an annual salary of \_\_\_\_\_ (\$\_\_\_\_\_) in \_\_\_\_\_ periodic installments, subject to required deductions and other agreed-to deductions which the teacher may in writing authorize.

The teacher may resign from the employ of the Board of Education of the City of Derby by submitting at least thirty (30) days' written notice, and without such notice will not commence employment with any other board of education.

This contract is subject to the statutes of the State of Connecticut, including §10-151 of the General Statutes, the rules and regulations of the Board of Education as amended, and the collective bargaining agreement between the Derby Board of Education and the teachers' bargaining representative.

Date \_\_\_\_\_

\_\_\_\_\_  
, Teacher

BOARD OF EDUCATION  
OF THE CITY OF DERBY

Date \_\_\_\_\_

\_\_\_\_\_  
Superintendent of Schools

APPENDIX C

TEACHER'S ANNUAL SALARY STATEMENT

This is to inform you that your annual salary effective \_\_\_\_\_ shall be \$\_\_\_\_\_. This salary is subject to required State teacher retirement and federal IRS deductions. Further, additional personal deductions may be authorized in writing under the terms of the collective bargaining agreement with teachers. You may elect to receive salary payments in accordance with the governing teachers' collective bargaining agreement.

BOARD OF EDUCATION  
OF THE CITY OF DERBY

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
, Teacher

In the event that the Board is not informed by July 1st of each contract year of the teacher's choice (1 or 2), then option 2 shall be utilized.

Newly hired teachers shall be offered an opportunity to designate a payment option at the time of hire. If no designation is provided at such time, option 2 shall be utilized.

I elect /\_\_\_/ 22 payments or /\_\_\_/ 26 payments.

Longevity: \_\_\_\_\_

**APPENDIX D**  
**DUES AUTHORIZATION FORM**

**APPENDIX E  
DERBY HIGH SCHOOL  
COACHING SALARIES 2016-2019**

		<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
Athletic Director		\$11,891	\$12,129	\$12,372
Football	Head Coach	\$7,227	\$7,371	\$7,519
	Assistants	\$4,788	\$4,884	\$4,981
Basketball	Head Coach Boys & Girls	\$5,419	\$5,528	\$5,638
	Assistant, Boys & Girls	\$4,194	\$4,278	\$4,364
Baseball	Head Coach	\$5,419	\$5,528	\$5,638
	Assistant	\$4,194	\$4,278	\$4,364
Soccer	Head Coach Boys & Girls	\$5,419	\$5,528	\$5,638
	Assistant (Boys)	\$4,194	\$4,278	\$4,364
Softball	Head Coach	\$5,419	\$5,528	\$5,638
	Assistant	\$4,194	\$4,278	\$4,364
Track	Head Coach	\$5,419	\$5,528	\$5,638
	Assistant	\$4,194	\$4,278	\$4,364
Track	(Indoor)	\$1,297	\$1,323	\$1,350
Wrestling	Head Coach	\$5,419	\$5,528	\$5,638
	Assistant	\$4,194	\$4,278	\$4,364
Cross Country Head Coach		\$5,419	\$5,528	\$5,638
Tennis	Head Coach	\$5,419	\$5,528	\$5,638
Cheerleaders	Head	\$4,516	\$4,606	\$4,698
	Assistant	\$2,138	\$2,181	\$2,224
High School Sub-Varsity Coaches Non-CIAC		\$1,297	\$1,323	\$1,350
Grades 7 & 8 Coaches		\$1,297	\$1,323	\$1,350

Coaches in sub-varsity athletic programs which participate in CIAC scheduled activities shall receive stipends equal to the stipend of the assistant coach in the same sport. Coaches shall be paid half their salary at the mid point of the season and the balance at the conclusion of the season. All positions are subject to annual appointment by the Board of Education. Termination within the one-year appointment shall only be for just cause; provided nothing shall prevent the Board from eliminating a position. In the circumstance of termination during the season, coaches shall be paid a pro-rata salary for the portion of the season worked.



## APPENDIX F

### DIFFERENTIALS AND EXTRA DUTY

Travel differential must be approved by the Superintendent of Schools and shall not exceed \$300 per school year with applicable deductions.

#### Department Coordinators

Single Department (minimum of 4 teachers, not including department coordinator)

Multiple Departments (less than 4 teachers in single department and not to exceed 8 teachers in multiple department)

<u>Position</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
Special Education Teachers*	\$926	\$945	\$964
Speech Teachers*	\$999	\$1,019	\$1,039
Special Education Coordinator	\$2,279	\$2,324	\$2,371

\* Special education teachers and speech teachers who are employed as such by the Derby Board of Education on July 1, 1989, shall continue to receive annual stipends of \$840. Any special education and speech teachers hired after July 1, 1989 shall receive no such stipends.

#### Other Extra Duty Positions

<u>Position</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
Out of School Expulsion Tutor certified (hourly)			
One student	\$32.74	\$33.39	\$34.06
Two or more students	\$36.01	\$36.73	\$37.47
Summer School Teacher (daily)	\$121.46	\$123.89	\$126.37
Assessment Coordinator (annual)	\$1,500	\$1,500	\$1,500
TEAM District Facilitator (annual)	\$5,000	\$5,000	\$5,000

All positions on this schedule are subject to yearly appointment. Termination within the one-year appointment shall be only for just cause; provided nothing shall prevent the Board from eliminating a position.

**APPENDIX G**

**FORMAL GRIEVANCE PRESENTATION**

TYPE OR PRINT

(To be completed by grievant –  
copy must be submitted to Association Representative)

GRIEVANT'S NAME \_\_\_\_\_

DATE SUBMITTED \_\_\_\_\_

DATE OF INFORMAL DISCUSSION \_\_\_\_\_

HOME ADDRESS OF GRIEVANT \_\_\_\_\_

SCHOOL \_\_\_\_\_

PRINCIPAL \_\_\_\_\_

YEARS IN SCHOOL SYSTEM \_\_\_\_\_

SUBJECT AREAS OR GRADE \_\_\_\_\_

NAME OF ASSOCIATION SCHOOL REPRESENTATIVE \_\_\_\_\_

NATURE OF ALLEGED UNFAIR OR INEQUITABLE TREATMENT:

SPECIFIC CONTRACT ARTICLE(S) AND SECTION(S) ALLEGED TO HAVE BEEN VIOLATED, IF ANY:

ACT OR CONDITION COMPLAINED OF:

DATE(S) ON WHICH VIOLATION OCCURRED:

REQUESTED REMEDY:

\_\_\_\_\_  
Signature of Grievant

**APPENDIX H**

**DERBY BOARD OF EDUCATION  
SALARY SCHEDULE  
2016-2017**

	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>6TH YR</b>	<b>6THYR+15</b>	<b>PHD</b>
<b>Step</b>							
<b>2</b>	\$45,585	\$46,024	\$47,965	\$50,789	\$53,616	\$54,928	\$58,557
<b>3</b>	\$46,953	\$47,404	\$49,495	\$52,290	\$55,224	\$56,741	\$60,548
<b>4</b>	\$48,361	\$49,016	\$51,327	\$54,068	\$56,991	\$58,613	\$62,607
<b>5</b>	\$49,812	\$50,682	\$53,225	\$55,906	\$58,815	\$60,547	\$64,736
<b>6</b>	\$51,306	\$52,406	\$55,194	\$57,807	\$60,698	\$62,546	\$66,936
<b>7</b>	\$52,845	\$54,188	\$57,270	\$59,772	\$62,640	\$64,610	\$69,213
<b>8</b>	\$54,430	\$56,030	\$59,435	\$61,804	\$64,644	\$66,742	\$71,566
<b>9</b>	\$56,064	\$57,935	\$61,693	\$63,906	\$66,713	\$68,944	\$73,998
<b>10</b>	\$57,857	\$59,905	\$64,050	\$66,207	\$68,914	\$71,239	\$76,514
<b>11</b>	\$59,709	\$61,942	\$66,484	\$68,590	\$71,188	\$73,570	\$79,116
<b>12</b>	\$61,620	\$64,048	\$69,039	\$71,018	\$73,680	\$75,960	\$81,806
<b>13</b>	\$63,592	\$66,226	\$71,694	\$73,646	\$76,479	\$78,543	\$84,588
<b>14</b>	\$65,627	\$68,477	\$74,461	\$76,361	\$79,386	\$81,213	\$87,463
<b>15</b>	\$67,727	\$70,805	\$77,365	\$79,349	\$82,403	\$83,974	\$90,438
<b>16</b>	\$73,500	\$78,002	\$86,274	\$88,482	\$90,763	\$92,342	\$97,774

Effective July 1, 2016, the 2015-16 salary schedule shall be revised to eliminate Step 1 and to add a new maximum step, Step 16, as set forth above. All teachers not at the maximum step shall move up one (1) step.

**APPENDIX I**

**DERBY BOARD OF EDUCATION  
SALARY SCHEDULE  
2017-2018**

	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>6TH YR</b>	<b>6THYR+15</b>	<b>PHD</b>
<b>Step</b>							
<b>3</b>	\$47,089	\$47,542	\$49,548	\$52,465	\$55,385	\$56,741	\$60,490
<b>4</b>	\$48,502	\$48,968	\$51,128	\$54,015	\$57,047	\$58,613	\$62,546
<b>5</b>	\$49,957	\$50,633	\$53,020	\$55,852	\$58,872	\$60,547	\$64,673
<b>6</b>	\$51,456	\$52,355	\$54,982	\$57,751	\$60,756	\$62,545	\$66,872
<b>7</b>	\$52,999	\$54,135	\$57,016	\$59,714	\$62,701	\$64,610	\$69,145
<b>8</b>	\$54,589	\$55,976	\$59,160	\$61,745	\$64,707	\$66,742	\$71,497
<b>9</b>	\$56,227	\$57,879	\$61,396	\$63,844	\$66,777	\$68,944	\$73,927
<b>10</b>	\$57,914	\$59,846	\$63,729	\$66,014	\$68,914	\$71,219	\$76,440
<b>11</b>	\$59,766	\$61,881	\$66,164	\$68,392	\$71,188	\$73,590	\$79,039
<b>12</b>	\$61,680	\$63,986	\$68,678	\$70,853	\$73,537	\$75,998	\$81,727
<b>13</b>	\$63,653	\$66,162	\$71,317	\$73,362	\$76,112	\$78,467	\$84,506
<b>14</b>	\$65,690	\$68,411	\$74,060	\$76,076	\$79,003	\$81,135	\$87,379
<b>15</b>	\$67,792	\$70,737	\$76,918	\$78,891	\$82,006	\$83,893	\$90,349
<b>16</b>	\$71,161	\$74,915	\$82,200	\$84,306	\$87,020	\$88,764	\$94,746
<b>17</b>	\$74,529	\$79,094	\$87,482	\$89,720	\$92,034	\$93,634	\$99,143

Effective July 1, 2017, the 2016-17 salary schedule shall be revised to eliminate Step 2 and to add a new maximum step, Step 17, as set forth above. All teachers not at the maximum step shall move up one (1) step.

**APPENDIX J**

**DERBY BOARD OF EDUCATION  
SALARY SCHEDULE  
2018-2019**

	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>6TH YR</b>	<b>6THYR+15</b>	<b>PHD</b>
<b>Step</b>							
<b>3</b>	\$47,089	\$47,542	\$49,548	\$52,465	\$55,385	\$56,741	\$60,490
<b>4</b>	\$48,502	\$48,968	\$51,128	\$54,015	\$57,047	\$58,613	\$62,546
<b>5</b>	\$49,957	\$50,633	\$53,020	\$55,852	\$58,872	\$60,547	\$64,673
<b>6</b>	\$51,456	\$52,355	\$54,982	\$57,751	\$60,756	\$62,545	\$66,872
<b>7</b>	\$52,999	\$54,135	\$57,016	\$59,714	\$62,701	\$64,610	\$69,145
<b>8</b>	\$54,589	\$55,976	\$59,160	\$61,745	\$64,707	\$66,742	\$71,497
<b>9</b>	\$56,227	\$57,879	\$61,396	\$63,844	\$66,777	\$68,944	\$73,927
<b>10</b>	\$57,914	\$59,846	\$63,729	\$66,014	\$68,914	\$71,219	\$76,440
<b>11</b>	\$59,766	\$61,881	\$66,164	\$68,392	\$71,188	\$73,590	\$79,039
<b>12</b>	\$61,680	\$63,986	\$68,678	\$70,853	\$73,537	\$75,998	\$81,727
<b>13</b>	\$63,653	\$66,162	\$71,317	\$73,362	\$76,112	\$78,467	\$84,506
<b>14</b>	\$65,690	\$68,411	\$74,060	\$76,076	\$79,003	\$81,135	\$87,379
<b>15</b>	\$67,792	\$70,737	\$76,918	\$78,891	\$82,006	\$83,893	\$90,349
<b>16</b>	\$71,161	\$74,915	\$82,200	\$84,306	\$87,020	\$88,764	\$94,746
<b>17</b>	\$75,573	\$80,201	\$88,707	\$90,976	\$93,322	\$94,945	\$100,531

Effective July 1, 2018, all teachers not at the maximum step shall move up one (1) step on the salary schedule.

## APPENDIX K

In accordance with Article VI, the following represents the mutual funds and/or tax-sheltered annuities available to bargaining unit employees:

Ameriprise  
Franklin Templeton  
AXA  
LA Hertzberg

Up to a maximum of two (2) additional funds may be added to the above noted list upon written request of the Union.

If a fund/annuity is either no longer offered by the Fund/Annuity manager or closed to new investors, it will no longer be available to bargaining unit members.

Bargaining Unit members who retired under the Early Retirement Incentive Plan of 2006, shall not be affected by the above and the funds/annuity he/she selected shall still be available to such individual.