AGREEMENT

BETWEEN

THE TORRINGTON BOARD OF EDUCATION

-and-

THE TORRINGTON EDUCATION ASSOCIATION

July 1, 2024– June 30, 2027

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

ARTICLE 1
PREAMBLE

A. This Agreement is negotiated pursuant to Connecticut General Statutes, Sections 10-153a to 10-153g, inclusive and as amended from time to time.

B. The Board and the Association recognize the importance of responsible participation by the entire professional staff in the educational process. To this end they agree to maintain communication, to inform, to guide in the development of programs, and to assist in research, planning, implementation and evaluation of these programs.

ARTICLE 2
RECOGNITION

A. The Board recognizes the Association for purposes of professional negotiation as the exclusive representative of a unit consisting of all certified professional employees of the Torrington School System who are employed in positions requiring a teaching or other certificate from the State Board of Education and are not included in the administrators' unit or excluded from the purview of sections 10-153a to 10-153n of the general statutes: including long term or permanent substitutes but excluding temporary substitute teachers and aides. Unless otherwise indicated, the employees in the above unit shall be hereinafter referred to as "teachers."

B. For the purpose of this article a long term substitute is defined as a teacher who currently holds a Connecticut certification endorsement in the subject area and grade for which he is to teach as a substitute for more than forty (40) school days in the same assignment and in the same district.

C. The determination and administration of educational policy, the operation of the schools, and the direction of the professional staff are vested exclusively in the Board or in the Superintendent when so delegated by the Board as set forth by the State Statute Section 10-220; 221, and such others as apply.

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

ARTICLE 3
PROFESSIONAL NEGOTIATIONS

The Board agrees to negotiate with the Association over a Successor Agreement in a good faith effort to reach agreement with respect to teachers' salaries and other conditions of employment, all in accord with Section 10-153d-10-153g of the Connecticut General Statutes as it may be amended from time to time.

ARTICLE 4
SEVERABILITY

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

ARTICLE 5
GRIEVANCE PROCEDURE

A. **Definitions**

1) A grievance shall mean a complaint by a teacher or group of teachers 1) That there has been as to him/her or them a violation or inequitable application of any of the provisions of this contract, or 2) That he/she or they have been treated inequitably by reason of any act or condition which is contrary to established School System policy or practice governing or affecting employees, except that the term "grievance" shall not apply to any matter as to which the School Board is without authority to act.

2) An "aggrieved person" is the person or persons making the claim.

3) A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim. The Board of Education and the Association shall be considered "parties in interest" for the purposes of Article 5.

B. Purpose

1) The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

2) Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.

C. Procedure

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

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

1) **Level One**

A teacher with a grievance shall discuss it with the principal or immediate supervisor, either directly or through the Association's School Representative, with the objective of resolving the matter informally. Documentation shall reflect that this is a Level One Grievance Meeting.

2) **Level Two**

a) If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR&R Committee") who shall, within ten (10) school days after the decision at Level One or, if no decision was rendered, then within twenty (20) school days after the grievance was presented at Level One, file it, in writing, with the Superintendent of Schools.

b) The Superintendent shall represent the administration at this level of the grievance procedure. He may meet or otherwise confer with the aggrieved person in an effort to resolve the grievance but, in any event, shall render a decision thereon, in writing, within fifteen (15) school days after his receipt of the written grievance.

c) If a teacher does not file a grievance in writing with the Chairman of the PR&R Committee and the written grievance is not forwarded to the Superintendent within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance was based, then the grievance shall be considered as waived. A dispute as to whether a grievance has been waived under this paragraph shall be subject to arbitration pursuant to Level Four.

3) **Level Three**

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within fifteen (15) school days after the receipt of the written grievance by the Superintendent, he/she may file the grievance in writing with the Chairman of the PR&R Committee who may, upon consideration of the merits of the grievance, within ten (10) school days after the decision at Level Two or, if no decision was rendered, then within twenty (20) school days after the written grievance was filed with the Superintendent, file it, in writing, with the Board. Within fifteen (15) school days after receiving the written grievance, the Board, or its designated Committee, shall meet with the aggrieved person for the purpose of resolving the grievance. Any decisions concerning the grievance at Level Three shall be rendered, by the Board or its said Committee, within fifteen (15) school days after said meeting with the aggrieved person.

4) **Level Four**

a) If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within fifteen (15) school days after the first meeting with the Board, the aggrieved person may request in writing that the Chairman of the PR&R Committee submit the grievance to arbitration. If the PR&R Committee determines that the grievance is meritorious, that it involves the interpretation, meaning or application of any of the provisions of this Agreement, and that submitting it to arbitration is in the best interests of the Torrington School System, it may, by written notice to the Board, submit the grievance to arbitration within fifteen (15) school days after receipt of the decision at Level Three. Grievances which do not involve the interpretation, meaning or application of any of the provisions of this Agreement may be processed through Level Three, but shall not be arbitrable.

b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the PR&R Committee shall agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or obtain such a commitment within the specified period, a request for a list of arbitrators shall be made by either party to the American Arbitration Association (AAA) or other mutually agreed upon dispute resolution agency. The parties shall be bound by the rules and procedures of the AAA or other mutually agreed upon dispute resolution agency in the selection of an arbitrator.

c) The arbitrator so selected shall hold hearings, gather relevant facts and render a decision in accordance with AAA's Voluntary Labor Arbitration Rules or those of another mutually agreed upon dispute resolution agency. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. Arbitration of grievances involving the

interpretation, meaning or application of any of the provisions of this Agreement, shall be final and binding, except as otherwise provided by law.

d) The costs for the services of the arbitrator, per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.

D. **Rights of Teachers to Representation**

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

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

E. **Miscellaneous**

1) If, in the judgment of the PR&R Committee, a grievance affects a group or class of teachers, the PR&R Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level Two.

2) Decisions rendered at Levels One, Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Chairman of the PR&R Committee. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C., Paragraph 4 (c).

3) All documents, communications and records generated after the filing of the grievance, including the grievance form itself, and dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

4) The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his rights hereunder shall be pursuant to the grievance and arbitration procedure, provided, however, that nothing contained herein shall deprive any teacher of any legal right which is presently held.

ARTICLE 6
PROTECTION OF TEACHERS

A. Teachers shall report immediately in writing to their Principal and to the Superintendent all cases of assault suffered by them in connection with their employment.

B. Such report shall be forwarded through the Superintendent to the Board which shall comply with any reasonable request from the teacher for information in its possession not privileged under law which relates to the incident or the persons involved.

C. In order to promote a positive and constructive school climate, the parties mutually agree to carry out their respective responsibilities under this agreement in a professional and respectful manner.

D. Both parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.

ARTICLE 7
NO STRIKE

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

ARTICLE 8
CLASS SIZE/GUIDELINES

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

a) The maximum enrollment in K-5 classes shall be no more than twenty-five (25) pupils.

b) The Administration will consider the individual educational needs of students in compliance with state and federal law. The Board and the Association recognize and agree that the range of learner types a teacher is assigned is a significant factor affecting instructional effectiveness, and the administration will ensure that class rosters are distributed to teachers on an equitable basis.

c) Middle school teachers shall be responsible for not more than one hundred and twenty-five (125) pupils per grading period.

d) High school class size will be twenty-seven (27) or fewer, with the exception of performing ensembles or JROTC. High school teachers shall be responsible for not more than one hundred and twenty-five (125) pupils per grading period.

e) Every effort shall be made to equitably distribute student counts among grade level teams and departments.

f) Student counts at both the middle and high school would be exclusive of band, orchestra and /or chorus experiences or any type of flex or enhancement period.

g) Classes based on student performance should be distributed to teachers on an equitable basis.

h) The foregoing standards enumerated in this Article are subject to modification for educational purposes such as the promotion of specialized or experimental instruction or for temporary classes such as split grade classes or one-semester courses.

i) Teachers teaching six (6) classes shall be compensated according to the following formula:

i. Salary/186 = x (teacher's daily rate of pay)
ii. x/5=y (teacher's rate per class)
iii. y* # of days of 6th class = total stipend for 6th class

All 6th class payments shall be added to an employee's bi-weekly payroll deposit

j) Guidance counselors shall not be assigned a duty. Guidance counselors shall use such time to fulfill professional responsibilities.

B. Special Education Caseloads. When determining the composition of caseloads for case managers, the Administration shall consider the following factors:

- The number of hours reasonably required to perform all professional duties;
- The nature and severity of the medical, intellectual and developmental disabilities of the students;
- The number of hours needed for non-student contact time to ensure compliance with state and federal law;
- Equity of responsibilities among special education staff both in the building and district-wide.

C. Special Education Programs. The Board shall make every reasonable effort to adhere to the suggested special education class size guidelines below:

1. Self-contained programs

The Board shall strive to have no more than 15 students per special education teacher

2. Special education resource/ pull-out classes-

The Board shall strive to have no more than 15 students per special education teacher at the Grade 6-12 level.

The Board shall strive to have no more than 10 students per special education teacher at the K-5 grade level.

Notwithstanding the above, the parties agree and acknowledge that while the Board will make every reasonable effort to adhere to the suggested guidelines above, there may be circumstances which require the Board to exceed the guidelines to meet the educational and operational needs of a student and/or the District.

The Board and the Association agree and acknowledge that case manager student numbers for special education teachers are not subject to the suggested class size guidelines set forth above for self-contained programs or special education resource/pull-out classes.

ARTICLE 9
HEALTH AND LIFE INSURANCE

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

1. High Deductible Health Plan/Health Savings Account ("HSA Plan")

The sole Health insurance for teachers will be provided through a High Deductible Health Plan/Health Savings Account ("HSA") plan, as set forth below.

The HSA plan shall include the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	$2,000/4,000	
Co-insurance	N/A (See RX Copay below)	20% after deductible up to co-insurance maximum
Co-insurance Maximum (individual/aggregate family)	$3,000/6,000	
Cost Share Maximum (individual/aggregate family)	$5,000/10,000	
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense, subject to the post-deductible co-payments set forth below.	

Following exhaustion of the deductible, prescription drugs shall be subject to post-deductible co-payments of $0/25/40 (retail), and a two times co-payment for mail order.

In each contract year, the Board will deposit nine hundred dollars ($900) for single coverage and one thousand eight hundred dollars ($1,800) for two person or family coverage.

One-half of the Board's contribution toward the HSA plan deductible will be deposited into the HSA accounts in September, and the remaining one-half of the Board's contribution will be deposited into the HSA accounts in January.

Each of the above scheduled deposits shall be made on the first business day of each stated month. The HSA accounts shall be held at the Torrington Municipal and Teachers Federal Credit Union.

If a teacher voluntarily terminates his or her employment with the Torrington BOE prior to the start of the teacher's school year, the teacher may be held liable to repay an amount equal to the BOE's contribution to the teacher's HSA.

The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed teachers. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

Health Reimbursement Account: A Health Reimbursement Account ("HRA") shall be made available for any teacher enrolling in the HDHP who is precluded from participating in a Health Savings Account ("HSA") because the teacher receives Medicare and/or veterans' medical benefits. The annual maximum reimbursement by the Board for teachers participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for teachers enrolled in the HSA.

The Board and each teacher shall pay the following percentage of the premiums for the HDHP/HSA plan:

	2024-25	2025-26	2026-27
Employee	18%	18.5%	19%
Board	82%	81.5%	81%

B. Dental Benefits

Each teacher shall pay the following percentage of the premiums for dental coverage:

2024-25	2025-26	2026-27
22%	22%	22%

The Board shall provide for each teacher electing dental coverage with benefits equal in coverage to the dental plan in effect during the 2014-2015 school year.

C. Benefits After Retirement

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

D. Life Insurance

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

E. Miscellaneous

1. Each teacher covered by this agreement who is regularly assigned to work on a half-time basis or less, shall be entitled to the benefits of this Article provided the cost of any such benefit shall be shared equally by the teacher and the Board. In addition, the Board's contribution to the HSA account for any such teacher shall be reduced by one-half.
2. The Board will provide payroll deduction for a group Long Term Disability Policy. The policy shall be selected by a joint committee of the Board and the Association. The total premium cost of such policy shall be borne by the teacher.
3. The Board will provide payroll deduction for the NEA Long Term Care Insurance Policy. The total premium cost of such policy shall be borne by the teacher.
4. The Board shall adopt an Internal Revenue Code Section 125 pre-tax premium conversion account for teachers so that their health insurance premium payments may be made from pre-tax compensation.
5. Teachers who do not desire to participate in the above-mentioned plans shall so indicate each September by signing a waiver form which can be obtained from the Superintendent's office.
6. The benefits mentioned herein shall be effective until September 30 for any teacher who retires in June of the same year.
7. The Board shall have the right to change carriers/plans for any of the types of insurance described in this Article, provided that the overall level of benefits, when considered as a whole, remains substantially comparable.
8. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect in any contract year 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 on the excise tax in accordance with the Teacher Negotiation Act. Such negotiations shall be limited solely to the distribution of payment of the excise tax, insurance plan offerings, coverage, design, and premium cost share. Other negotiated subject matters shall not be subject to this reopener provision.

ARTICLE 10
SICK LEAVE

A. Teachers shall be entitled to fifteen (15) sick leave days each school year. Unused sick leave days may be accumulated from year to year up to a maximum accumulation of the

number of days in the teacher work year plus ten (10) days. Sick leave may be used for the teacher's own illness or for serious illness in the teacher's immediate family, as defined in Article 11 below.

B. In cases of extreme hardship, special arrangements may be approved by the Board.

C. A doctor's certificate showing date of illness or incapacity shall be required after five (5) consecutive working days of absence. Failure to comply with a request for a doctor's certificate as outlined above, shall result in the loss of any additional sick days for the period of absence in question.

In cases of suspected sick leave abuse, a meeting between the relevant Association member, a TEA representative, and the Superintendent and/or designee will be held to address concerns and provide supports for the Association member. For purposes of this provision, "suspected abuse" shall be defined as a suspicious pattern of absenteeism or a willful failure to comply with sick leave protocols and procedures.

D. On or about October 15 of each school year, each teacher is to receive a statement of accumulated sick leave days to date.

E. Teachers transferring to Torrington from another school district may, in the discretion of the Superintendent, be given credit for accumulated sick leave days accrued from other systems up to a maximum of thirty-five (35) days.

F. Attendance Incentive

Any teacher who has perfect attendance during any of the work periods listed below shall receive a payment of $250.00. Such payments shall be paid the month following the relevant time period and shall be treated as taxable income.

July 1 through September 30
October 1 through December 31
January 1 through March 31
April 1 through June 30

Perfect attendance shall mean reporting for work on time every workday and working a complete day. In calculating perfect attendance, personal leave, holidays, bereavement leave, jury duty, and approved professional development days shall not be charged against an employee. Any employee on an approved long-term leave of absence (e.g., FMLA, workers' compensation, military leave, sabbatical, child rearing leave) shall not be eligible for such payments.

G. Sick Leave Bank

The Sick Leave Bank shall be established to assist teachers who, as a result of catastrophic illness or injury, have exhausted their accumulated sick leave.

In order to be eligible to participate in withdrawals from the Sick Leave Bank, a teacher must meet the following criteria:

1. The teacher must have a catastrophic illness or injury, verified by the Sick Leave Committee. The Sick Leave Committee may require medical or other information to facilitate its ability to verify the teacher's catastrophic illness or injury.

   A catastrophic illness or injury is defined as a life threatening or very severe and typically will require an inpatient hospital stay or stay in a residential medical care facility or hospice. A catastrophic illness or injury may occur suddenly without warning or after a period of illness that is long term due to the medical condition and can have serious, long-term effects on the individual.

2. Such illness or injury has caused the teacher to exhaust all of his/her accumulated sick leave days.
3. The days donated by each teacher will be subtracted from his/her accumulated sick leave.
4. Teachers may contribute up to three (3) days annually to the Sick Leave Bank at the start of each academic year, but no later than September 15th.
5. Days contributed will not be returned to the teacher in any form.
6. To be eligible, new teachers and teachers returning from leave may contribute one (1) or two (2) days immediately upon hiring or returning.
7. In order to apply for the benefits in the Sick Leave Bank, a teacher must have contributed at least one (1) day by September 15 of each year. Such contribution is timely until the following September 14.

Procedure:

1. The eligible teacher, as determined by the above criteria, must submit a letter to the Sick Leave Committee explaining how he/she meets the eligibility criteria and request permission to draw upon the Sick Leave Bank. The Sick Leave Committee shall consist of two (2) members of the bargaining unit (appointed by the Association), two (2) administrators and the Superintendent of Schools/designee (appointed by the Administration).
2. The Sick Leave Committee shall, within fifteen (15) school days of receipt of the letter, render a decision as to the use of the Sick Leave Bank days.
3. Sick Leave Bank days may not exceed ninety (90) for any one application. If the teacher's illness or injury extends beyond the number of Sick Leave Bank days granted, he/she may apply for additional days. The cumulative grant of Sick Leave Bank days over the course of a teacher's total employment with the Board shall not exceed one hundred eighty (180) Sick Leave Bank days.
4. Unused granted days will be returned to the Sick Leave Bank at the end of the school year. The Sick Leave Bank shall have a minimum of two hundred (200) days in reserve. If the number of days falls below two hundred (200), provision 4 above shall be reapplied.
5. The decisions of the Sick Leave Committee are final and are not subject to the grievance procedure.

6. The Association agrees to save the Sick Leave Committee and the Board of Education and all of its members, employees and/or agents harmless from any and all claims, lawsuits, damages, attorneys' fees and/or liability of any kind arising out of the operation of the Sick Leave Bank.

ARTICLE 11

SHORT TERM LEAVE OF ABSENCE WITH PAY

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

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

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

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

B. Teachers shall make their request for personal leave to a building administrator for submission to the Superintendent as far in advance as practicable and at least forty-eight (48) hours in advance. (Form shall be made available on the District's website.) In case of emergency, the teacher will notify the principal and then submit a written application.

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

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

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

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

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

H. Workers' Compensation

A teacher receiving Workers' Compensation pay shall receive a rate of pay equal to the difference between his/her earned salary and Workers' Compensation pay for the first (30) calendar days of the teacher's leave, unless greater coverage is required by law. Beyond the first thirty (30) calendar days of the teacher's leave, except in Workers' Compensation cases covered by Connecticut General Statutes Section 10-236a, the teacher may use accumulated sick leave up to sixty days (60) on a pro-rated basis to supplement his/her worker's compensation temporary disability benefits so that the teacher receives full pay.

In no case, however, will a teacher be paid an amount that results in the teacher taking home more pay than he or she would have had the teacher been working.

I. USERRA

The Board shall comply with its legal obligations under Uniformed Services Employment and Re-employment Rights Act (USERRA), as amended.

ARTICLE 12
EARLY RETIREMENT

A. Any teacher hired prior to June 30, 1986 whose age and years of teaching total at least 70 and has been employed by the Board for at least 20 years, may elect to retire early under the following conditions:

1. Said teacher must notify the Personnel Office of the Board of the intention to retire early on or before March 1 of the school year preceding the school year of retirement.
2. Early retirement may commence only in September in any year.

B. Each teacher electing early retirement shall be compensated annually at the annual rate of 10% of the highest annual salary which he or she earned while employed by the Board, from the date of commencement of retirement until the termination of the eighth (8th) school year after retirement. Payment of such annual retirement benefits shall be made by the Board in two equal semi-annual installments during each year of eligibility.

C. Any annual payments remaining unpaid at the teacher's death shall continue to be paid annually to the teacher's estate or designated beneficiary until paid in full.

D. The Association will defend and save the Board of Education harmless from any claim, demand, suit or judgment arising from the performance of the Board's obligation under this article. The Association is free to hire counsel of its choice.

ARTICLE 13
SABBATICAL LEAVE

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

A. Any teacher is eligible for a sabbatical leave after seven years of continuous service in the Torrington Public School System.

B. The teacher granted a sabbatical leave will be reimbursed at the rate of 75% of his/her salary as it would be if he or she did not take Sabbatical Leave. This amount will be reduced by any Fellowships, Scholarships, or Awards granted the recipient.

C. Requests for sabbatical leave must be received in writing by the Superintendent not later than February 1 of the year preceding the school year for which the sabbatical leave is requested.

D. The recipient of the leave will sign an agreement to return to the Torrington School System and remain in the System for two years after the leave has been completed.

E. All leave recipients are required to attend a fully accredited graduate school pursuing a curriculum within a subject matter area approved by the Board, or participate in some other Board approved activity that will contribute to his/her classroom teaching upon his/her return.

F. All recipients must hold a Professional Certificate as defined by the Connecticut State Department of Education.

G. The Board of Education shall deny or approve each request for a sabbatical leave on an individual basis, at its discretion, using a number equal to 2% of the eligible staff as a guideline for approving sabbatical leaves each year.

H. The teacher upon return will receive credit on the pay scale for the year in which the sabbatical is taken.

ARTICLE 14
MATERNITY LEAVE AND CHILD REARING LEAVE

A. **Maternity Leave**

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

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

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

B. **Child Rearing Leave**

1) Any teacher shall be entitled, upon written request to and approval of, the Superintendent, to an extended leave without pay after childbirth or adoption or for the purpose of child-rearing. Such leave without pay and fringe benefits shall be for a period of time not to exceed one year from the date of the granting of said leave. Note that a non-tenured teacher who takes child-rearing leave for longer than 90 days loses their accumulated time toward tenure.

2) All benefits to which the teacher is entitled shall be restored upon the teacher's return.

3) The teacher shall be assigned to the position held at the time the said leave began, if possible, or to an equivalent position.

C. Adoption Leave

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

D. Parental Leave

Up to two (2) weeks of accumulated sick leave may be used by a teacher who is a non-birthing parent to bond with his/her newborn. Such leave must be used within the first twelve (12) weeks immediately following the birth of the child.

ARTICLE 15
EXCHANGE TEACHERS LEAVE

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

ARTICLE 16
GENERAL LEAVE

A. After a maximum of five years of service, a teacher is eligible for a year's leave of absence for professional study or foreign teaching at the discretion of the Board.

B. The teacher upon return will receive credit on the pay scale for the year in which the leave is taken.

C. The leave will be considered as an extended leave without pay and fringe benefits.

D. An employee may continue in the fringe benefit group at his/her own expense with approval of the Superintendent.

ARTICLE 17
CONFERENCE LEAVE

A. If, in the opinion of the Superintendent, a convention or conference attendance or the observation of an activity in another school system will contribute to the effectiveness of the instructional program, the Superintendent may grant convention or conference leaves, or permission to observe an activity in another school building or school system to teachers without loss of pay.

B. The Board agrees to reimburse each teacher for reasonable expenses incurred, not to exceed $400.00.

C. Upon return, the teacher shall present an itemized statement of expenses with receipts, for attendance, to include travel at rates prescribed by IRS, registration fees, hotel and meals. Social expenses shall not be reimbursed.

D. A brief summary of the conference proceedings will be forwarded by the teacher to the Superintendent.

E. Any teacher who is denied attendance at a convention or conference or denied the observation of an activity in another school system, shall be notified of such denial and reason for said denial in writing.

ARTICLE 18
PROFESSIONAL LEAVE

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

ARTICLE 19
PROMOTIONS

A. All openings for certified positions paying a salary differential, or providing for released time and/or special positions shall be distributed electronically as far in advance of the Appointment as possible and ordinarily at least ten (10) days in advance, and the qualifications for the positions shall be clearly set forth.

B. All qualified teachers shall be given adequate opportunity to make application for such positions. If, in the determination of the Superintendent, the qualifications for applicants are substantially equivalent, preference shall be given to qualified employees employed by the Board.

C. Appointments shall be made, without regard to race, creed, color, religion, nationality, sex or marital status or any protected class.

D. No later than the end of the school year, all teachers who have instructional responsibilities shall be notified in writing of their potential programs or schedules for the succeeding year, including the school to which they may be assigned, the grade and/or subjects they may teach, and any special or unusual class or assignment that they may have. It is understood that such potential programs or schedules are subject to change.

ARTICLE 20
TEACHER TRANSFERS

A. **Voluntary Transfers**

1. A teacher desiring to transfer to a different grade, level**,** certification area or school building shall forward a letter to the Superintendent no later than April 1st making the request known. Teachers may apply at any time for a vacancy upon posting.
2. All pending vacancies shall be posted online and at each school. On the day of the online posting, an alert email shall be sent to all certified staff.
3. A request for a voluntary transfer shall be granted only if, in the opinion of the Superintendent, such transfer will be in the best interest of the school system.
4. Unsuccessful applicants for transfer shall be notified of the reason or reasons for denial of their request within ten (10) days of the filling of the vacant position.
5. Vacancies shall be posted internally for five (5) calendar days.
6. A teacher shall submit a Certified Staff Intention Form in January regarding a change in salary lane and/or whether the teacher plans to retire or otherwise leave the District.

B. **Involuntary Transfers**

1. Involuntary transfers shall be made only after a meeting between the teacher involved and the Superintendent or designee, at which time the teacher shall be notified in writing of the reason for the transfer.

2. Involuntary transfers shall be made by the Superintendent in the best interest of the school system, however, length of service in the Torrington School System shall be a consideration. An involuntary transfer shall be defined as a transfer to a different certification area or school building. An "involuntary transfer" shall not be defined as including transfer or an assignment to a different subject. Whenever practicable, teachers being involuntarily transferred will receive ten (10) days written notice.

ARTICLE 21
SEPARATION AND RECALL

A. It is agreed that the Board has the sole and exclusive right to terminate the employment of any teacher to effect a reduction of its professional staff.

B. The Board may reduce its professional staff whenever the Board determines that the same is necessary because of program change, decrease in student enrollment, consolidation, or elimination of positions, financial exigency or other like circumstances.

1) "Financial exigency" means any significant decline or reallocation of the Board's financial resources brought about by actions of local, state or federal government, by increased costs of operation or by any other action or event that has such impact on the Board's budget.

2) "Program change" means any elimination, curtailment or reorganization of a curriculum offering, program, or school, or a reorganization or consolidation of two or more individual schools.

C. Before terminating the employment of any teacher pursuant to this Article, the Board shall first make every reasonable attempt to reduce staff through voluntary retirements, voluntary resignations, and transfers of existing staff members.

D. The parties agree that the primary criteria to be used by the Board to determine those teachers to be laid off pursuant to this Article shall be length of service in the Torrington School System measured from the most recent date of hire and qualification and ability as determined by the Board through an objective evaluation of performance.

The secondary criteria to be used by the Board to determine those teachers to be laid off pursuant to this Article shall be degrees earned, experience in position and certification.

E. The Board agrees that whenever it decides to reduce its staff pursuant to this Article, reasonable effort shall be made to employ affected teacher in an available position for which he or she is qualified.

F. Teachers who are laid off pursuant to this Article shall, for a period of two years following their layoff, be reinstated to the first available vacancy in a bargaining unit position for which they are certified and for which they are qualified in the judgment of the Board. In determining the order of recall, the Board shall use the same criteria it used in determining the order of layoff. When a teacher is eligible for recall, the Board shall telephone the teacher at the last known phone number furnished by the teacher and email an offer of reappointment at the last known email address furnished by the teacher. If personal contact is made with the teacher by telephone, the teacher shall have two (2) calendar days of receipt of the offer to respond to the offer. If the teacher rejects the reappointment or fails to respond within the two (2) calendar days of receipt of the offer by telephone, the teacher shall be removed from the recall list.

If personal contact is not made with the teacher by telephone, the teacher shall accept or reject the emailed offer within seven (7) calendar days of receipt of the offer. If the teacher rejects the reappointment or fails to respond within the seven (7) calendar days of receipt of the offer, the teacher shall be removed from the recall list.

G. A teacher who is rehired pursuant to Paragraph F hereof will be placed on the appropriate salary schedule at a level which is one higher than the level occupied at the time of layoff, unless the recall is in the same school year as the layoff or the teacher worked less than one-half his or her normal work year in the work year in which the layoff occurred. On recall, the teacher will have all of his or her pre-layoff accumulated sick leave credits reinstated, but time spent on layoff will not be counted for any purpose except as otherwise provided in this paragraph.

H. Except for the recall provision contained in Paragraphs F and G, no other part of this Article shall be subject to the grievance procedure of Article 5.

ARTICLE 22
PAYROLL DEDUCTION

A. The Board agrees to payroll deduction as authorized in cooperation with the office of the Superintendent.

B. In addition to those payroll deductions required by law, the following agencies are eligible for payroll deduction. All requests for deduction must be in writing to the Superintendent of Schools.

C. A list of approved deductions is as follows:

1) Washington National Insurance
Continental Insurance
Torrington Municipal and Teacher's Federal Credit Union
United Way of Torrington

2) Torrington Education Association
Connecticut Education Association
National Education Association

3) Torrington Public School's 403(b) and 457 plans

D. Deductions

Upon the submission of a voluntary written authorization signed by a teacher, the Torrington Board of Education agrees to deduct from each teacher an amount equal to the Association membership dues by means of payroll deductions. The amount of the deduction from each paycheck shall be equal to the total Association membership dues divided by the selected number of paychecks from and including the first paycheck. The amount of Association membership dues shall be certified by the Association to the Board of Education prior to the opening of school each year.

E. Subsequent Employment

Subject to the provisions of Section D above, those teachers whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the remaining school year.

F. Forwarding of Monies

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

G. Save Harmless

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

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

ARTICLE 23
SEVERANCE PAY

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

To be based on .50% of the highest annual salary, including any differentials, earned during the last five years of service, times years of service, not to exceed 30 years, subject to a maximum total payment of $12,000. To qualify, a teacher must have been hired prior to July 1, 2012 and must have at least 20 years of service in the Torrington School System.

ARTICLE 24
BOARD POLICIES

The Board shall make available online a copy of this Agreement or any Successor Agreement. A copy of all Board policies will be available online.

ARTICLE 25
EVALUATION REPORTS

A. Each teacher shall be given a written copy of any evaluation and shall be permitted to discuss it with his or her evaluator. A teacher's written rebuttal, if any, to an evaluation must accompany the evaluation in the teacher's personnel file.

B. Any teacher may review the contents of his or her personnel file, if any, maintained by any building principal, supervisor or the Superintendent.

C. Any material, either administratively or externally generated shall not be placed in a teacher's personnel file until such time as the teacher has been notified and has had an opportunity to review and initial the material. The teacher may submit a written explanation regarding the material and the same shall be attached to the file copy of the material in question.

ARTICLE 26
EMPLOYMENT YEAR
LENGTH OF WORK DAY

A. The teacher work year shall be a scheduled 186 days plus an additional six (6) hours for professional development purposes. Such six (6) hours may be scheduled in increments not to exceed two (2) hours per session and may not be scheduled without providing teachers with at least ten (10) business days of advanced notice. Such sessions shall be scheduled throughout the work year and shall begin immediately following the regular work-day. Newly hired teachers may be required to work two (2) additional days beyond the scheduled employment year to participate in orientation activities. Guidance counselors, at the discretion of the Board, shall work up to an additional ten (10) days during the summer recess. The scheduling of said additional days shall be by mutual agreement between the Board and the Torrington Education Association. Each guidance counselor shall be paid at his/her per diem rate for each day worked during the summer recess.

B. Each teacher shall have a professional work-day of seven (7) hours and twenty (20) minutes.

   At the K-8 level, seven hours of the professional work day is assigned to the formal student schedule. Of the remaining twenty minutes, teachers are expected to be present for ten (10) minutes before the official opening of classes and remain for ten (10) minutes following the official end of classes.

At the 9-12 level seven (7) hours of the professional work day is assigned to the formal student schedule. Of the remaining twenty (20) minutes, teachers are expected to be present for ten (10) minutes before the official opening of classes and remain for ten (10) minutes following the official end of classes.

Notwithstanding the above, the Board of Education reserves the right to modify the student instructional day.

I. All teachers shall be required to attend evening parent/teacher conferences and the Welcome Back Night. The evening parent/teacher conferences and the Welcome Back Night shall be early dismissal days in accordance with past practice.

J. When a PPT or 504 must be held on a day that school is not regularly scheduled, that is on Saturdays, Sundays, holidays or during the summer months, any 10 month contract teacher designated to attend the PPT or 504 shall be compensated at $48.00 per hour.

K. Teachers may, on a voluntary basis, agree to provide supervision of student lunch periods. The following provisions shall apply to such coverage:

1. Torrington High School and Middle School teachers who agree to provide student lunch supervision during their duty free lunch period will be paid a twenty dollar ($20) stipend for each thirty (30) minute student lunch they are on duty.
2. The stipend for lunch supervision duty will be paid on the last pay period of each calendar month of the school year.
3. Teachers who volunteer for student lunch duty are expected to do so for at least one full grading period

ARTICLE 27
MEETINGS

A principal may, if he/she desires, schedule mandatory staff meetings. Such meetings shall not be called more than twice a month. The meetings shall include, but not be limited to, school business issues. Except in emergency situations, at least forty-eight (48) hours' notice will be given. The meeting shall be for a reasonable time not to exceed one (1) hour. No teacher shall be required to attend more than two (2) meetings per month. Teachers with assignments that require them to rotate among school buildings shall attend such meetings in the building in which they spend a majority of their time.

ARTICLE 28
CONTRACTS

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

1) Teacher's Introductory Contract

2) Teacher's Continuing Contract

B. The Board will issue an Annual Salary Agreement Form for each certified employee holding a Continuing Contract, a Differential Schedule Stipend position and/or Athletic Coach position.

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

D. Positions listed in Appendix B and Appendix C shall be subject to the following:

1) Annual application shall be required.
2) Positions shall be posted internally at least five (5) calendar days prior to external posting.
3) Application shall be made electronically (online).
4) The successful candidate shall be selected by the Superintendent or her/his designee.
5) Stipends and differentials shall be paid in two (2) equal installments. The first installment shall be paid half-way through the obligation and the second installment shall be paid within ten (10) calendar days of the completion of the obligation. Payment dates shall be noted on the contract.

ARTICLE 29
DUTY-FREE LUNCH

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

ARTICLE 30
PREPARATION PERIODS

A. Grades K through 5

All teachers shall have scheduled minimum of 260 minutes per normal five-day week which includes a minimum of 30 continuous minutes per day for the purpose of preparation and planning. In addition, each classroom teacher shall be free to use any other time during which a special area teacher is actually in charge of that teacher's students as an additional preparation and planning period or periods.

B. Secondary Grades 6-12

All teachers shall have a total minimum of 260 minutes per week to include a period of continuous minutes per day equal to the length of a standard class period for the purpose of preparation and planning.

C. No additional staff to be required.

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

D. Definition

A preparation period is that time during the school day in which a teacher is free to prepare lessons and/or meet what the teacher determines to be her/his professional responsibilities.

E. Exceptions

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

F. Teachers who lose a preparation period shall be paid $25 per lost preparation period, or portion thereof commencing on the fourth (4^{th}) documented occasion.

G. Speech and Language Pathologists (SLP), in addition to preparation periods above, shall not be assigned a duty. SLPs shall use this time to fulfill their professional responsibilities, for example, Medicaid bills, testing and evaluation reports.

H. Special education pre-K teachers shall not have a lunch or recess duty. They shall use this time to fulfill their professional responsibilities, for example, writing evaluations, testing, referrals and completing IEPs.

ARTICLE 31
TEACHER FACILITIES

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

A. Adequate, convenient parking at each school.

B. An appropriately furnished room to be used as a faculty lounge.

C. Private telephones available to the teachers for the purpose of making student related calls.

ARTICLE 32
USE OF SCHOOL FACILITIES

A. The Association shall have the right to use school buildings without cost at reasonable times for Association meetings, provided however, that the Association will be required to pay for any additional custodial cost involved by reason of said meetings. The Principal of the building in question will be notified in advance of the time and place of such meeting.

B. There will be one (1) bulletin board in each school building for the purpose of displaying Association notices, circulars and other Association materials. Copies of all such materials will be given to the building Principal. The Association agrees that it will not post any material which is derogatory.

C. The Board shall not be required to modify or make exception to its energy conservation policy when school facilities are being used pursuant to this Article.

ARTICLE 33
DUPLICATING FACILITIES

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

ARTICLE 34
SALARIES/DIFFERENTIALS

A. The salaries of all bargaining unit members shall be in accordance with appropriate provisions set forth in appendices A, B, C.

B. Each teacher shall have the option of being compensated in either 22 or 26 bi-weekly installments. Irrevocable written notice of the option selected shall be given to the Superintendent's designee no later than one (1) week prior to the work year for which the option has been selected. Any teacher who does not provide such notice of the option selected or provides the notice after the deadline shall be paid his/her annual compensation in 22 bi-weekly installments.

C. Any compensation earned in any year shall be based on compensation rates in effect when earned.

D. All teachers shall be paid via direct deposit.

E. The parties agree that the pay rates for long term substitutes (defined as individuals serving for more than forty (40) consecutive days in the same assignment) shall be paid a daily rate of Level I, Step I as set forth in Appendix A. Said daily rate shall take effect on the long term substitute's 41st day in the same assignment.

ARTICLE 35
TUITION REIMBURSEMENT

In order to recruit and maintain the highest quality staff, the Board shall, prior to each school year, designate thirty thousand dollars ($30,000) as the amount available to staff for graduate course reimbursement.

Teachers who meet the following conditions shall receive reimbursement for the cost of taking up to a maximum of three (3) graduate level courses per year at a rate of $600 per course.

1. Courses must be in education, administration or the subject area taught by the individual. Out of subject area courses may be taken with the approval of the superintendent.
2. The teacher must obtain a B (or equivalent) or better.
3. Application for reimbursement must be made by May 15 for courses which commenced on or after June 1st the previous year. Reimbursements shall be paid by June 30th of the school year in which the course was completed.
4. The Board is under no obligation to expend the entire budgeted amount in any contract year.
5. In the event applications for course reimbursement exceed the designated funds, the course reimbursement rate will be equal to the total fund divided by the total number of courses eligible for reimbursement.

Teachers shall be eligible for tuition reimbursement as set forth in this Article provided that they agree to remain employed by the Board for at least two (2) full school years following the payment of any such reimbursement, and provided further that they actually remain employed by the Board for at least two (2) school years following the payment of any such reimbursement. Such agreements shall be executed in writing on forms provided by the Board. In the event that such teacher separates from employment by the Board prior to the expiration of such two (2) year period (other than involuntary separation initiated by the Board) the teacher shall be required to repay to the Board the full amount of any such reimbursement paid by the Board at the time of separation.

ARTICLE 36
BOARD PREROGATIVES

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain whether exercised or not, all the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to those rights provided by Conn. Gen. Stat. 10-220 and the following:

a. To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Board.

b. To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices, or procedures.

c. To discontinue processes or operations or to discontinue their performance by employees.

d. To select and to determine the number and types of employees required to perform the Board's operations, and to create, modify and/or eliminate positions accordingly.

e. To employ, transfer, promote or demote employees, or to lay off, furlough, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.

f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, and to discipline employees for just cause.

g. To create job specifications and revise existing job specifications as deemed necessary.

h. Except as limited by the express terms of this Agreement, to determine work schedules of employees.

The above rights, responsibilities and prerogatives are inherent in the Board of Education and the Superintendent by virtue of statutory and charter provisions and are not subject to delegation in whole or in part.

ARTICLE 37
JUST CAUSE

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

ARTICLE 38
MISCELLANEOUS

A. Whenever appropriate the Board and the Association may act by committee or designated representative.

B. This Agreement may not be modified in whole or in part except by an instrument in writing duly executed by both parties hereto.

C. **Resignation Notice**. All bargaining unit members agree to give thirty (30) calendar days written notice to the Superintendent and the Building Principal upon presenting resignation from the school system. Failure to provide such required notice shall constitute a breach of this contract.

ARTICLE 39

DURATION

The provisions of this Agreement shall be effective as of July 1, 2024 and shall continue and remain in force and effect until June 30, 2027. This Agreement shall supersede all prior Memoranda of Understanding and any other agreements.

IN WITNESS WHEREOF the parties hereunto set their hands and seals this 12th day of February, 2024.

FOR THE TORRINGTON BOARD OF EDUCATION:

Chairman

Chair of Negotiations

FOR THE TORRINGTON EDUCATION ASSOCIATION:

President

Chair of Negotiations

APPENDIX A

SALARY SCHEDULE

2024-25

STEP	Level I	Level II	Level III	Level IV
1	44,529	49,079	50,951	53,074
2	46,679	51,421	53,262	55,432
3	48,802	53,764	55,574	57,790
4	50,997	56,163	57,943	60,210
5	53,307	58,697	60,447	62,768
6	55,773	61,365	63,086	65,452
7	59,380	65,405	67,108	69,723
8	63,863	70,399	72,110	75,006
9	66,678	73,468	75,180	78,218
10	69,490	76,535	78,254	81,431
11	73,194	80,728	82,500	85,930
12	76,526	84,735	86,634	90,390
13	81,946	90,736	92,770	96,791
14	85,524	95,043	97,212	101,583

.

2025-26

STEP	Level I	Level II	Level III	Level IV
1	44,529	49,079	50,951	53,074
2	46,679	51,421	53,262	55,432
3	48,802	53,764	55,574	57,790
4	50,997	56,163	57,943	60,210
5	53,307	58,697	60,447	62,768
6	55,773	61,365	63,086	65,452
7	59,380	65,405	67,108	69,723
8	63,863	70,399	72,110	75,006
9	66,678	73,468	75,180	78,218
10	69,490	76,535	78,254	81,431
11	73,194	80,728	82,500	85,930
12	76,526	84,735	86,634	90,390
13	81,946	90,736	92,770	96,791
14	88,090	97,894	100,128	104,630

2026-27

STEP	Level I	Level II	Level III	Level IV
1	44,529	49,079	50,951	53,074
2	46,679	51,421	53,262	55,432
3	48,802	53,764	55,574	57,790
4	50,997	56,163	57,943	60,210
5	53,307	58,697	60,447	62,768
6	55,773	61,365	63,086	65,452
7	59,380	65,405	67,108	69,723
8	63,863	70,399	72,110	75,006
9	66,678	73,468	75,180	78,218
10	69,490	76,535	78,254	81,431
11	73,194	80,728	82,500	85,930
12	76,526	84,735	86,634	90,390
13	81,946	90,736	92,770	96,791
14	90,733	100,831	103,132	107,769

Levels of Salary Scale Defined

A. **Ranges Based on Experience**

Under the schedule, the salary range for each teacher is determined in part by the amount of his professional experience. Regular increments as set under the schedule are granted for each step shown on said schedule.

B. **Ranges Based on Training**

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

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

C. **Increments**

1) Each teacher not already at the maximum salary on the schedule shall receive, upon satisfactory performance, one increment in the 2024-25, 2025-26, and 2026-27 years.

Provision for a teacher who moves from one level to the next is made under the section on Basis for Advancement.

2) Year for year credit, not to exceed two years, for active military service is granted on the salary schedule to each teacher provided said teacher has not previously received such credit in this system. No fractional year credit will be allowed for active military service.

3) Teachers who fill a position for which they are qualified, and teach one-half (1/2) of the school year in the Torrington district, shall, if hired the following year, move to the next step of the appropriate level.

D. **Placement For New Hires**

The Torrington Education Association and the Torrington Board of Education agree that all new hires will be placed no higher than one step below a TPS employee with equivalent experience. This placement will be made regardless of previous experience in or out of employment in Education. This agreement does not limit range (Level) based on training.

To insure compliance with this Article, the Association shall be provided with a list of new bargaining unit hires and their contact information on or before October 1. The list will include salary, step and lane for all new bargaining unit hires. Additionally, the Association shall be notified any time a long-term substitute has been in an assignment for forty (40) consecutive days.

E. **Basis for Advancement**

1) **Level One**

A teacher must have a Bachelor's Degree.

2) **Level Two**

A teacher must have a Master's Degree or have completed 30 credits in a specialized Master's Degree Program.

3) **Level Three**

Beyond the requirements of Level Two, a teacher must have 15 credits in a planned graduate program or have completed 45 credits in a specialized Master's Degree Program.

4) **Level Four**

A teacher must have completed a planned graduate program beyond the first Master's Degree or have completed a specialized 60 credit Master's Degree Program.

5) **Level Five**

a) Teachers hired prior to July 1, 2015 and hold a doctorate degree shall be compensated, beyond the step and present level of salary, at the rate of $2,500.

b) Teachers hired after July 1, 2015 and hold a doctorate degree in education or in the content area in which they teach shall be compensated, beyond the step and present level of salary, at the rate of $2,500.

c) National Board Certification Differential. Teachers who hold National Board Certification in Education shall be compensated, beyond the step and present level of salary, at the rate of $2,500.

F. **General Regulations Governing Advancement**

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

2) All credits shall be acquired from approved institutions of learning in compliance with Connecticut State Department of Education regulations.

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

APPENDIX B
DIFFERENTIAL SCHEDULE

Position	2024-25	2025-26	2026-27
Director of Nursing	$3,170	$3,249	$3,330
Band Director - THS	$6,172	$6,326	$6,484
Band Director - TMS	$2,066	$2,118	$2,171
Elementary Band Director	$2,066	$2,118	$2,171
Elementary Orchestra Director	$2,066	$2,118	$2,171
Drama Production - High School			
(a) Non-Musical Production			
1. Director	$2,057	$2,108	$2,161
2. Backstage Supervisor	$1,649	$1,690	$1,732
3. Producer	$1,258	$1,289	$1,321
(b) Musical Production			
1. Director	$2,057	$2,108	$2,161
2. Backstage Supervisor	$1,649	$1,690	$1,732
3. Music Director	$2,057	$2,108	$2,161
4. Music Producer	$1,258	$1,289	$1,321
5. Choreographer	$1,271	$1,303	$1,336
Drama Production - TMS			
(a) Fall Production			
1. Director	$1,649	$1,690	$1,732
2. Director	$1,649	$1,690	$1,732
(b) Spring Production			
1. Director	$1,649	$1,690	$1,732
2. Director	$1,649	$1,690	$1,732
Coordinating Teachers	$1,411	$1,446	$1,482
Student Government Advisors - TMS*	$283	$290	$297
Student Council Advisors - THS*	$2,119	$2,172	$2,226
Class Advisors - THS*	$2,119	$2,172	$2,226
Class Book Advisors - THS, TMS*	$283	$290	$297
Summer Curriculum Work - Districtwide (per hour)	$49	$50	$51
Chaperone (total per dance)	$57	$58	$59
Office Detention	$37	$38	$39
Department Chairs	$3,075	$3,152	$3,231
Professional Development Work (per hour)	$41	$42	$43
Mentor - TEAM (per year, per mentee)*	$500	$500	$500
Master Mentors (per year)*	$1,115	$1,115	$1,115
Mentor - DSAP/Temp Cert (non-TEAM)	$300	$300	$300
Mentor - New Teacher (new to District, Prov or Prof Cert)	$200	$200	$200
Teacher Residency Program (TRP) Mentor	6,000	6,000	6,000
TRP Sponsor	$800	$800	$800
Relay Resident Advisor	$1,000	$1,000	$1,000

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

APPENDIX C - ATHLETIC COACHES' SALARY SCHEDULE

	2024-25	2025-26	2026-27
ATHLETIC DIRECTOR	$9,158	$9,387	$9,622
ASSISTANT ATHLETIC DIRECTOR	$4,140	$4,244	$4,350
Head Football	$6,351	$6,510	$6,673
Head Basketball-Boys and Girls	$6,048	$6,199	$6,354
Head Swimming	$5,296	$5,428	$5,564
Head Baseball	$5,296	$5,428	$5,564
Head Cross Country-Coed	$5,296	$5,428	$5,564
Head Softball	$5,296	$5,428	$5,564
Head Track-Coed	$6,663	$6,830	$7,001
Head Soccer-Boys and Girls	$5,296	$5,428	$5,564
Head Volleyball-Boys and Girls	$5,296	$5,428	$5,564
Head Indoor Track	$5,296	$5,428	$5,564
Head Golf	$5,296	$5,428	$5,564
Head Tennis-Boys and Girls	$5,296	$5,428	$5,564
Assistant Football	$4,234	$4,340	$4,449
Assistant Basketball-Boys and Girls	$3,931	$4,029	$4,130
Assistant Track-Boys and Girls	$3,451	$3,537	$3,625
Assistant Indoor Track	$3,451	$3,537	$3,625
Assistant Swimming-Boys and Girls	$3,451	$3,537	$3,625
Diving Coach	$3,451	$3,537	$3,625
Assistant Soccer-Boys and Girls	$3,451	$3,537	$3,625
Assistant Baseball	$3,451	$3,537	$3,625
Assistant Softball	$3,451	$3,537	$3,625
Assistant Volleyball-Boys and Girls	$3,451	$3,537	$3,625
THS Weight Training	$1,632	$1,673	$1,715
Cheerleading	$2,574	$2,638	$2,704
Cheerleading Assistant	$1,375	$1,409	$1,444
THS Dance Team	$2,324	$2,382	$2,442
Forbes Flyers	$2,324	$2,382	$2,442
TMS Cheerleading	$1,283	$1,315	$1,348
TMS Dance Team	$1,327	$1,360	$1,394
TMS Head Basketball-Boys and Girls	$3,026	$3,102	$3,180
TMS Head Volleyball-Boys and Girls	$3,026	$3,102	$3,180
TMS Head Cross Country-Coed	$3,026	$3,102	$3,180
TMS Baseball	$3,026	$3,102	$3,180
TMS Softball	$3,026	$3,102	$3,180
TMS Head Soccer-Boys and Girls	$3,026	$3,102	$3,180
TMS Head Track-Boys and Girls	$3,026	$3,102	$3,180
TMS Assistant Basketball-Boys and Girls	$2,724	$2,792	$2,862
TMS Assistant Cross Country-Coed	$2,724	$2,792	$2,862
TMS Assistant Track-Boys and Girls	$2,724	$2,792	$2,862
TMS Assistant Volleyball-Girls	$2,724	$2,792	$2,862
Intramurals Districtwide - per session	$54	$55	$56
TMS Intramural Coordinator	$2,263	$2,320	$2,378

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

APPENDIX D

Grievance Form

Name of Complainant _____

Position Held _____

Name of School _____

School Phone Number _____

Principal/Supervisor _____

School PR&R Representative _____

Article of Agreement or School Policy Allegedly Violated _____

Statement of Grievance _____

_____

_____

_____

Action Requested _____

_____

_____

_____

_____ _____

Signature of Complainant **Date**

MEMORANDUM OF AGREEMENT

The Torrington Board of Education (the "Board") and the Torrington Education Association (the "Association") agree as follows:

In the event of a permanent school closing, or other significant programmatic change that may require multiple involuntary transfers, a Committee shall be established to review the placement of teachers impacted by such closing or programmatic change. The committee shall be comprised of the Superintendent, three representatives from the teachers' bargaining unit and anyone else deemed appropriate by the Superintendent. While the Superintendent will seek input from the committee, all final personnel decisions shall be made by the Superintendent of Schools.

This Agreement shall become effective upon the date it is signed by both the Board and the Association.

IN WITNESS WHEREOF the parties hereunto set their hands and seals this 16th day of February, 2018

FOR THE TORRINGTON BOARD OF EDUCATION:

Ilona Cappalini
Chairman

Ellen Stoehner
Chair of Negotiations

FOR THE TORRINGTON EDUCATION ASSOCIATION:

Mary Beth Juliano
President

Carrie Leigh Cassady
Chair of Negotiations