



PROFESSIONAL AGREEMENT BETWEEN
THE WOLCOTT BOARD OF EDUCATION
AND THE
WOLCOTT EDUCATION ASSOCIATION

AUGUST 1, 2018 TO JULY 31, 2022

THIS AGREEMENT IS MADE AND ENTERED ON THIS 1st day of August, 2018, by and between the WOLCOTT BOARD OF EDUCATION (hereinafter referred to as the "Board") and the WOLCOTT EDUCATION ASSOCIATION (hereinafter referred to as the "Association"), affiliated with the Connecticut Education Association and the National Education Association.

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
I Preamble.....	1
II Recognition	1
III Professional Negotiation	2
IV Grievance Procedure	2
Purpose.....	2
Definitions	2
Time Limits	3
Informal Procedures	3
Formal Procedure	3
Rights of Teachers to Representation	5
Miscellaneous	5
V School Year	5
VI Employment Year.....	5
VII Work Day	6
VIII Duty-Free Lunch.....	7
IX Preparation Period	8
X Teaching Periods.....	8
XI Teaching Assignments	9
XII Teacher Transfers.....	10
XIII Vacancies.....	10
XIV Teacher Facilities	11
XV Extra Course Load For High School And Middle School Teachers.....	11
XVI Annuity Plan.....	12
XVII Protection of Teachers	12
XVIII Personal Injury Benefits	13
XIX Sick Leave.....	13
XX Severance Pay	13
XXI Leaves Due to Death, Religious Observations and Personal Days	15
XXII Jury Duty	16
<u>ARTICLE</u>	<u>PAGE</u>
XXIII Sabbatical Leave	16
XXIV Maternity Leave.....	17
XXV Association Leave.....	17

XXVI	Conference Leave	18
XXVII	Military Leave	18
XXVIII	General Leave	18
XXIX	General Provisions	19
XXX	Transportation	19
XXXI	Staff Reduction and Recall Procedure	19
	General Statement of Policy	19
	Reasons for Elimination of Certified Staff Positions	20
	Definitions	20
	Procedure	20
	Policy Provisions Not Applicable to Promotions	21
	Recall Procedure	21
XXXII	Staff Salaries	22
XXXIII	Degree Definitions	22
XXXIV	Placement on the Salary Schedule	23
XXXV	Insurance Benefits	23
XXXVI	Coaching Salary	24
XXXVII	Special School Programs	24
XXXVIII	Service Representation Fee	24
	Conditions of Continued Employment	24
	Deductions	24
	Subsequent Employment	25
	Forwarding of Monies	25
	Lists	25
	Reference to Association	25
	Save Harmless	25
XXXIX	Evaluation Reports	26
XL	Specialists	26
XLI	Right of Privacy	26
XLII	Agreement/Policy	26
<u>ARTICLE</u>		<u>PAGE</u>
XLIII	Hold-Over	27
XLIV	Specific Performance	27
XLV	Severability	27
XLVI	Duration	27
XLVII	Longevity	27
XLVIII	Childrearing Leave	28
XLIX	Substitutes	28
L	Head Teachers	28

LI	Extended Work Year Compensation.....	29
LII	TEAM Mentors	29
	SIGNATURE BLOCK.....	30

APPENDICES

I	2018-19 Salary Schedule.....	31
II	2019-20 Salary Schedule.....	32
III	2020-21 Salary Schedule.....	33
IV	2021-22 Salary Schedule.....	34
IV-A	Year to Year Step Movement.....	35
IV-B	Salary Schedule as of June 30, 2022	36
V	Coaching Stipends	38
VI	Advisor Stipends	40
VII	Co-Curricular Stipends.....	41
VIII	Department Heads	42
IX	Insurance Benefits	43
X	Professional Development Plan for Credit on the Salary Schedule	47
XI	Medical Insurance Plan Summaries.....	48

ARTICLE I
PREAMBLE

A. This agreement is negotiated under Section 10-153a et. seq. through 10-153f of the General Statutes of the State of Connecticut, as amended, in order to fix for its term the salaries and other conditions of employment provided herein.

B. The Board and the Association recognize the importance of responsible participation by the entire professional staff in the education process, planning, development and growth. To this end they agree to maintain communication to inform about programs, to guide in development and to assist in planning and growth either by committee, individual consultation or designated representatives.

C. This document shall constitute the agreement of the Board and the Association in the subject areas covered by the Agreement for the duration of the Agreement unless changed by mutual consent of both parties. Mutually consented change shall be in writing and in accordance with the consultation procedure provided herein. Previously adopted policies, rules or regulations in conflict with this Agreement are superseded by this Agreement.

ARTICLE II
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive representative as defined in Section 10-153b through 10-153f of the Connecticut General Statutes as amended, for the entire group of certificated professional employees of the Board below the rank of Superintendent, including teachers working under a durational shortage area permit, and excluding those categorized as Administrators, namely principals, assistant principals, central office personnel, and temporary substitutes.

B. The terms and conditions of the collective bargaining agreement shall apply to teachers employed under a durational shortage area permit except as follows:

- i. Article XII - Teacher Transfers
- ii. Article XIII - Vacancies
- iii. Article XVII, Section D -Just Cause
- iv. Article XXIII - Sabbatical Leave

C. Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement shall refer to all employees in the above unit.

D. The Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the town of Wolcott in accordance with state statutes concerning Boards of Education.

ARTICLE III
PROFESSIONAL NEGOTIATION

A. In accordance with the statutory timelines, the Board and Association agree to negotiate in good faith, pursuant to Section 10-153b through 10-153f of the General Statutes as amended, in accordance with the procedure set forth herein, to secure a Successor Agreement relative to matters concerning salaries and other conditions of employment. The Agreement so negotiated shall bind and inure to the benefit of the Board and all members of the unit, and shall be reduced to writing and signed by the Board and the Association.

B. During negotiations, the Board and the Association shall exchange relevant data, points of view, and proposals and counter-proposals with respect to salaries and any other conditions of employment about which either party wishes to negotiate. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

ARTICLE IV
GRIEVANCE PROCEDURE

A. PURPOSE

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

B. DEFINITIONS

1. "*Grievance*" shall mean a reasonable claim based upon an event or condition which affects the conditions of employment of a teacher or group of teachers and/or arising from the language of this Agreement or an alleged breach thereof. The failure to grant a non-tenure teacher a contract, or to grant a contract to a teacher employed under a durational shortage area permit, is not subject to the grievance process.

2. "*Aggrieved person*" shall mean any teacher eligible for representation by the bargaining unit, a group of teachers similarly affected by a grievance, or the Association itself.

3. "*Party in interest*" shall mean the person or persons making the claim, including their designated representatives as provided for herein, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

4. "*Days*" shall be specified as business days. Business days are those days on which the Board of Education offices are open. Calendar days are consecutive days including weekends and holidays.

C. TIME LIMITS

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.

2. If a teacher does not file a grievance in writing within thirty (30) business days after he/she knew, or should have known, of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

3. Failure by the aggrieved teacher at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

4. Failure by the administration at any level to observe the specified time limits shall be deemed to be acceptance of the grievance and the specified remedy.

D. INFORMAL PROCEDURES

If a teacher feels that he/she may have a grievance, the teacher shall first discuss the matter with his/her principal or other appropriate administrator in an effort to resolve the problem informally.

E. FORMAL PROCEDURE

1. Level One - School Principal

a) If an aggrieved teacher is not satisfied with the outcome of informal procedures, the teacher may present his/her claim as a written grievance to his/her principal or other appropriate principal within ten business days of the occurrence.

b) The principal shall, within ten (10) business days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved teacher.

2. Level Two - Superintendent of Schools

a) If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level One, the teacher may, within ten business days after his/her normal presentation, file his/her written grievance with the Association for referral to the Superintendent of Schools.

b) The Association shall, within ten (10) business days after receipt, refer the grievance to the Superintendent, but prior to so doing, the Association shall provide an opportunity for the aggrieved teacher to meet with the appropriate Association committee to review the grievance.

c) The Superintendent shall, within ten (10) business days after receipt of the referral, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance.

d) The Superintendent shall, within ten (10) business days after the hearing, render his/her decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association.

3. Level Three - Board of Education

a) If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two, the teacher may, within ten (10) business days after the decision, or within ten business days after the hearing, file the grievance again with the Association for appeal to the Board of Education.

b) The Association shall, within ten (10) business days after receipt, refer the appeal to the Board of Education. The Board has the option to not take part in the grievance procedure if the Board is fully aware of and supports the decision of the Superintendent. If this option is exercised, the aggrieved teacher and/or the Association may go to Level Four, arbitration.

c) The Board of Education shall, within ten (10) business days after receipt of the appeal, at a Board meeting, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance. A full and accurate record of such hearing shall be kept by the Superintendent and made available to any party in interest upon written request.

d) The Board shall, within ten (10) business days after such meeting, render its decision and the reasons therefore in writing to the aggrieved teacher.

4. Level Four - Arbitration

a) If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Three, the teacher may within ten (10) business days of receipt of the decision, request in writing to the president of the Association that his/her grievance be submitted to arbitration.

b) The Association may, within ten (10) business days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing. Only the Association may process a grievance to arbitration.

c) The Board's representative and the Association's representative shall within ten (10) business days after such written notice, jointly select a single arbitrator. If the parties are unable to agree upon an arbitrator within ten (10) business days, the American Arbitration Association shall be called upon to select the single arbitrator, unless the parties mutually agree to file the arbitration request with the American Dispute Resolution Center.

d) The arbitrator shall, within thirty (30) calendar days after the completion of his/her investigation, or such other reasonable schedule agreed to by the parties in writing, render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator will be final and binding upon all parties in interest provided that the decision does not add to, delete from, or otherwise modify the terms of this Agreement, and the decision is reviewable in accordance with the Connecticut General Statutes Section 52-418.

e) The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

F. 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 participant in the grievance procedure by reason of such participation.

2. Representation at any level of the grievance procedure shall be limited to the grievant(s) and/or an authorized Association representative, except that only the Association may present a grievance at Arbitration.

3. The Association may, if so desires, call upon the professional services of the CEA for consultation and assistance at any stage of the procedure.

G. MISCELLANEOUS

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

2. Forms for filing and processing grievances and other necessary documents, shall be prepared by the Association, with the approval of the Superintendent, and made available through the Association so as to facilitate operation of the grievance procedure.

3. Reasonable efforts will be made to schedule all meetings regarding grievances before or after school hours so as not to interfere with teachers' work assignments.

ARTICLE V SCHOOL YEAR

1. The school calendar shall be issued to teachers as soon as possible after its acceptance by the Board of Education.

ARTICLE VI EMPLOYMENT YEAR

A. TEACHER EMPLOYMENT YEAR

The scheduled employment year of teachers covered by the Classroom Teachers' salary schedule (other than new personnel and others who may be required to attend preschool orientation sessions) shall be as follows: there shall be 184 student instructional days and 186 teacher work days and no instructional time shall be used for classroom closing and/or packing activities. Included in the employment year will be one (1) work day before the start of school and one (1) Professional Learning day.

- (1) Teachers shall attend nine one hour meetings after the completion of the student day, and after all student buses have departed from the respective school buildings, but no later than 15 minutes following the end of the school day, for the purpose of professional development. The nine after school professional development meetings shall be convened on a regular basis during each year of this Agreement.

- (2) Teachers shall also attend twenty three (23) meetings after the completion of the student day, for various purposes, including but not limited to the following: faculty meetings; data-team meetings; cooperative work groups convened by building or district administrators for review of and/or development of curricular based and standardized assessments; and continued professional learning opportunities and effective instructional strategies. With the exception of the four (4) secondary level interschool collaboration meetings noted below, each of the twenty three meetings which are separate and apart from the nine after-school professional development meetings, shall be up to fifty (50) minutes in length and shall begin after all student buses have departed from the respective school buildings, but no later than 15 minutes following the end of the school day.

Up to four (4) of the above twenty three (23) meetings that are convened as secondary level interschool collaboration meetings will start at or within five (5) minutes of the end of the middle school student day, and all teachers in attendance shall be expected to stay for up to fifty (50) minutes.

The work year of all guidance counselors, social workers and psychologists may extend up to five (5) days in addition to those specified above. The specific dates and assignments for this work shall be determined by the immediate supervisor subject to the approval of the Superintendent or his/her designee. Payment for such additional days shall be provided on the following basis:

A guidance counselor and a speech pathologist working during the summer shall be compensated at the rate of \$250.00 per day and shall receive notice of summer work by May 1.

A school psychologist, test coordinator, social worker or cooperative work experience teacher working during the summer beyond his/her regular work year shall be compensated at this same rate.

The Board will provide additional hourly compensation for special education teachers who are required to extend certain work days to complete IEP requirements during the summer program. Additional hours must be verified by the Superintendent and Director of Student Services and Alternate Education. Hourly rate will be based pro-rata on program-long stipend for summer school teachers.

ARTICLE VII WORK DAY

A. Except where otherwise noted in this Agreement, the teacher work day shall be forty-five (45) minutes beyond the length of the student school day. The Superintendent shall determine annually, based on student needs, including transportation, when the teacher workday commences and ends at each building level (elementary, middle and high). Notice shall be provided to all teachers before the end of the prior school year regarding the start and end times for building level teachers. Under no circumstances shall the teacher work day commence more than thirty (30) minutes before the student day or end more than thirty (30) minutes beyond the end of the student day. Exceptions may be made to the annual time schedules by the school administrators. At the high school, due to specific concerns about student supervision before school, the uniform building-wide start and end times will be adjusted each year for a subset of teachers. Initially, such exceptions shall be made based on volunteers, and, if necessary, the administration will establish a rotation system for assignments of teachers to the morning supervision period. The administration will confer with the Association before implementing a rotation system.

Any member of a planning and placement team (PPT) who is required to attend PPT meetings during a vacation period shall be paid the tutor rate for the portion of time they are required to attend.

- B. Minimum school day for the last two days of school for students only.
- C. Minimum school day before Thanksgiving if the last day of school that week is held on Wednesday.
- D. Minimum school day before Christmas recess if the last school day falls on the 23rd or 24th of December.
- E. Bargaining unit members shall participate in two (2) evening meetings for the purposes of parent conferences, discussing school programs, activities and procedures or otherwise providing information about the school to parents. Back-to-school night and/or special school projects may be the subject of these meetings. The school principal and a faculty advisory committee shall plan the program for these evening meetings. The meetings should ordinarily be no more than two hours in duration.
- F. The Board will work toward the condition that lapsed time between the first and last bus is not more than thirty (30) minutes, with the exception of unavoidable delays.
- G. Early Dismissal Due to Inclement Weather or Emergencies

Teachers may leave their work assignment when regular school sessions are abbreviated after all students have been dismissed and the school principal or designee authorizes their release from work.

In the event that school sessions must be cancelled, teachers shall be obligated to render service on the rescheduled day without additional compensation.

ARTICLE VIII DUTY-FREE - LUNCH

All teachers shall be relieved of all non-teaching noon time duties including playground supervision and provisions for a minimum of thirty (30) minutes of uninterrupted lunch time. Exceptions to the above may be made in case of emergency.

A teacher may leave the building during his/her lunch time provided the teacher notifies the principal or the office of the principal when he/she leaves the building and when he/she returns to the building

ARTICLE IX PREPARATION PERIOD

A. 1. All secondary classroom teachers shall have, in addition to their lunch period, at least one preparation block per week. (One (1) block equals five periods a week.)

2. All middle school classroom teachers shall have, in addition to their lunch period, at least one (1) preparation block per week. (One (1) block equals five periods a week.)

3. Classroom teachers from kindergarten through grade 5 will use the time when specialists are conducting their classes as professional preparation periods within or outside their classrooms. Specialists are in complete charge of classes when they are teaching.

4. Elementary teaching specialists will receive daily preparation time.

5. Elementary teacher (K-5) will receive no less than 165 minutes of preparation time per week (full 5 day week), and no preparation period shall be less than 30 minutes.

B. The Preparation Period is defined as a block of time planned for use by the teacher for the following purposes: to confer with students and parents as needed, to prepare tests, lessons, lesson plans, laboratory experiments, mid-year and final examinations, etc., as applicable; to prepare audio-visual materials as necessary, to work on curriculum, and preparation of curriculum materials to promote effective instruction and increased student learning; and to assist the principal as needed.

C. Whenever it becomes necessary for a teacher to cover a class during his/her Preparation Period, insofar as possible, a commensurate amount of time from the teacher's duty block shall be granted for preparation purposes. Teachers affected by this provision shall make a request of their immediate supervisor and such shall be granted insofar as possible.

D. When a teacher provides substitute coverage during the teacher's conference and planning block, and only on a voluntary basis, the teacher will be compensated at the substitute rate prorated at 20% per period for such coverage.

ARTICLE X TEACHING PERIODS

A. Secondary school teachers shall ordinarily not be required to teach more than two (2) subject areas. Any exceptions to the preceding item may be made only if the Superintendent of Schools and the principal deem it necessary. Any involuntary deviation may be submitted to the grievance procedure at Level Two (2).

B. The district shall make its best efforts so that no teacher is scheduled to teach more than four classes in a row per day without an intervening lunch or preparation period.

ARTICLE XI TEACHING ASSIGNMENTS

A. Teachers initially employed by the Board shall receive their building grade and/or subject assignments from the Superintendent's office.

B. Teachers already in the system shall receive notification of their tentative general or subject area assignments for the ensuing school year prior to the close of the current school year; school schedules will be finalized and available to teachers one week prior to the opening of school.

C. Teachers of art, music and physical education in the elementary schools shall be notified of their schedules one week prior to school opening.

D. In the event of a change in circumstances or conditions during the months of July and August (as for example but not limited to: resignations, death, promotion, and leave of absence) such assignments may be changed only as required thereby. Notice shall be provided via electronic mail as soon as practicable after the change in circumstance or condition.

E. Teachers shall not be assigned to subjects and/or grades or other classes contrary to state certification requirements. Principals and department heads shall participate in interviewing candidates when possible.

F. In the determination of assignments, the best interests of the students of Wolcott, as determined by the Superintendent of Schools, shall be the primary criterion, although the wishes of the teacher shall be considered.

G. In arranging schedules for teachers who are assigned to more than one school, every effort shall be made to limit the amount of interschool travel. Such teachers shall be notified of any changes in their schedules by the close of the current school year, if possible.

H. No teacher should be asked to assume the role of department head and/or other extraordinary positions of temporary nature, unless the teacher is adequately compensated.

I. No teacher should be responsible for part or all of another teacher's class, in addition to his/her own, except in emergency situations with the understanding that the safety of the students is the concern and the responsibility of all school personnel.

J. Whenever a teacher is on special assignment, he/she will be guaranteed his/her previous classroom position upon the conclusion of such assignment provided the previous classroom assignment still exists.

ARTICLE XII TEACHER TRANSFERS

Transfers will be made by the Superintendent and/or principal for the best interest of the school system as determined by him/her and giving consideration to:

A. When a reduction in the number of teachers in a school is necessary, volunteers shall be considered first; seniority in the Wolcott system shall be considered.

B. When involuntary transfers are necessary, qualifications and length of service in the Wolcott system shall be considered in determining which teacher is to be transferred when one or more persons possess the desirable attributes for the position to be filled.

C. After notification of a transfer, the teacher involved may request a meeting with the Superintendent or his/her designee.

D. A list of open positions, if any, in other schools (the system) shall be made available to the Association and, upon request, to any teacher being considered for involuntary transfer.

E. Administration will provide notice of certified staff vacancies to teachers five (5) days prior to posting said vacancy externally. The parties may agree to waive this internal posting requirement by mutual consent.

F. Notice of transfer shall be given to the teacher within ten business days of Board approval.

G. Teacher transfers shall be made without regard to race, creed, color, religion, nationality, marital status, age or sex.

ARTICLE XIII VACANCIES

A. In the event of death, retirement, discharge, resignation, or the creation of a new position, the Administration shall have the right to exercise the transfer procedures listed in Article XII to reassign existing personnel. If a vacant position still exists after such transfers have occurred, the position shall be filled according to the following procedures:

1. The existence of vacancies of position shall be publicized, including a notice in every school as far in advance of the date of filling such vacancy as possible. Where a need to fill a vacancy arises during the summer months, notification shall be posted in the central office and in schools that have summer sessions. Vacancy notifications will be sent to teachers using their district e-mail addresses.

2. Notice of vacancy of position shall clearly set forth the qualifications for the position and salary information shall be made readily available upon request.

3. Teachers who desire to apply for such vacancies of position shall file their applications in writing with the Superintendent within time limits specified in the notice.

4. Such vacant positions shall be filled primarily on the basis of qualifications and the best interests of students, with consideration given to seniority in the system.

5. All appointments to such vacant positions shall be made without regard to race, creed, color, religion, nationality, marital status, age or sex.

6. Vacancies may be filled by candidates from within and without the school System. When filling a vacancy, initial consideration shall be given to candidates from within the school system.

7. A job description for each vacancy shall be made available upon request.

ARTICLE XIV TEACHER FACILITIES

The Board and the Association agree that each school should have the following facilities.

A. Space in each classroom in which teachers may adequately store instructional materials and supplies.

B. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.

C. An appropriately furnished room to be used as a faculty lounge, said room to be in addition to aforementioned teacher work area.

D. Well lighted and clean teacher restrooms, with separate facilities for men and women.

E. Parking space of adequate portion and convenient location at each school.

ARTICLE XV EXTRA COURSE LOAD FOR HIGH SCHOOL AND MIDDLE SCHOOL TEACHERS

High school and middle school teachers may teach an extra course in lieu of their planning/conference.

Such an assignment is voluntary and is extended to staff assigned to a full teaching load (5 classes). An annual stipend for the academic year is to be paid to individuals accepting the extra course assignment. The stipend is \$6,500.

The opportunity to teach an "extra course," when it occurs, would be extended to all persons within a department. Written application is necessary for consideration for the assignment. The assignment is at the sole discretion of the Superintendent. Consideration will be given to a candidate's certification, qualifications and past performance in the extra assignment area.

If no teacher in the department expresses an interest in the extra course assignment, the opportunity to teach the course will be extended to candidates outside the employment of the Wolcott Public Schools.

All teachers teaching six periods will be covered by this Article. This practice will not be used to eliminate teaching positions.

Article IX (A) regarding preparation periods does not apply to teachers who volunteer to teach a sixth class.

ARTICLE XVI ANNUITY PLAN

A. Teachers shall be eligible to participate in a "tax sheltered" annuity plan established pursuant to United State Public Law No. 87-370.

B. The Board of Education shall payroll deduct for tax shelter annuities only when ten (10) or more employees participate in the same annuity. Once the threshold (10) has been reached, the deductions for that annuity plan shall remain in force notwithstanding a subsequent reduction in the number needed to establish the deduction.

C. The Board and the Association shall establish a mutually acceptable Section 457 plan.

ARTICLE XVII PROTECTION OF TEACHERS

A. Teachers shall report immediately in writing to their principal and to the central office 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. The Board of Education shall protect and save harmless Association members and eligible bargaining unit employees according to the stipulations of Sec. 10-235 of the Connecticut General Statutes.

D. No teacher shall be reprimanded, disciplined, reduced in rank or compensation by the Superintendent and/or other supervisor without just cause.

ARTICLE XVIII
PERSONAL INJURY BENEFITS

Whenever a teacher is absent from school as a result of personal injury caused by an accident arising out of and in the course of his/her employment, the teacher shall be paid his/her full salary (less the amount of any worker's compensation award made for temporary disability due to said injury) for up to one (1) year, and no part of such absence shall be charged to the teacher's annual or accumulated sick leave. After one year, if the teacher continues to be absent and is receiving compensation as part of worker's compensation, the teacher shall be paid his/her full salary (less the amount of any worker's compensation award made for temporary disability due to said injury) and one-third of a day of sick leave shall be charged against the teacher's sick leave accumulation for each day of absence. Length of disability will be governed by the Worker's Compensation Law in effect at the time of the injury.

ARTICLE XIX
SICK LEAVE

The purpose of sick leave is to ensure against loss of pay for employee illness.

A. Each professional employee certified by the State Board of Education and employed by the Board of Education in Wolcott, shall be entitled to a minimum of sick leave with full pay of fifteen (15) school days in each school year. Each teacher shall be permitted to use up to four (4) sick days from his or her existing allotment for the illness of a household or immediate family member. Unused sick leave shall be accumulated from year to year, so long as the employee remains continuously in the service of the Wolcott Board of Education, and as authorized by such Board, but such authorized accumulation of sick leave shall not exceed 180 days. The accumulated sick leave is considered distinct from the annual fifteen (15) day entitlement.

B. Teachers shall be notified of their available sick leave with the first paycheck in September. Available sick days will include accumulated days plus that year's 15-day entitlement.

C. Professional personnel employed under a regular teaching contract whose work year varies from the standard 180 day school year, shall be entitled to sick leave days on an annual basis on a ratio of one (1) sick day for each of twelve (12) full days of employment. These days shall be accumulated as provided in "A" above.

D. Teachers on sick leave are responsible for the creation of lesson plans for five (5) consecutive school days.

ARTICLE XX
SEVERANCE PAY

Teachers employed in the Wolcott Public Schools prior to the close of the 1986-1987 school year shall be entitled to choose between severance Options A and B listed below.

A. (Option A)

Upon the retirement of a teacher pursuant to the retirement qualifications as specified in Section 10-183f (a) of the General Statutes of the State of Connecticut, any subsequent revisions of said Section and upon the death of a teacher, such teacher or the teacher's estate shall be paid the equivalent of 30% of his/her accumulated sick leave up to 184 days, over and above his/her regular compensation, provided said teacher has served professionally, at least (5) consecutive years in the Wolcott school system immediately prior to said retirement or death.

Upon the resignation of a teacher, such teacher shall be paid the equivalent of 30% of his/her accumulated sick leave over and above his/her regular compensation provided said teacher has been employed at least 20 consecutive years in the Wolcott School System immediately prior to said resignation.

B. (Option B)

Teachers hired after June 30, 1987 and on or before June 30, 2007 shall be subject to Option B.

Upon the death, retirement (5 years prior Wolcott service required) or resignation (20 years prior Wolcott service) of a teacher, such teacher or the teacher's estate shall be paid the equivalent of 20% of his/her regular compensation for each day of accumulated unused sick leave; for the purpose of this provision there is no limit on sick leave accumulation. For teachers employed in Wolcott prior to June 30, 1987 up to fifteen (15) years of retroactivity will apply for service in the Wolcott schools.

C. (Option C)

Teachers hired after June 30, 2007, shall be subject to Option C.

Upon the death, retirement (5 years prior Wolcott service required) or resignation (20 years prior Wolcott service) of a teacher, such teacher or the teacher's estate shall be paid the equivalent of 20% of his/her regular compensation for each day of accumulated unused sick leave up to 150 days.

D. Teachers hired after June 30, 2014, shall not be eligible for this benefit.

E. For the purposes of this Article only, the phrase regular compensation represents a teacher's base salary, and one or more of the following applicable differentials or stipends: Team Leader; Department Head/Chair; 6th class assignment stipend; guidance/social worker differential; psychological examiner differential and lead speech clinician/speech teacher. Longevity payments shall not be included in the definition of regular compensation, and, thus shall not be included in the calculation of severance payments.

F. If an employee is under investigation for gross misconduct at time of his/her resignation or retirement by the Superintendent or civil or criminal authorities the Board reserves the right to delay payment until the investigation is completed

If the employee is exonerated by civil or criminal authorities with regard to the alleged gross misconduct, or the allegations are unsubstantiated, the severance payment shall be made. If not exonerated, the severance payment shall not be made by the Board.

ARTICLE XXI
LEAVES DUE TO DEATH, RELIGIOUS OBSERVATIONS
AND PERSONAL DAYS

All teachers shall be entitled to leaves of absences with full pay for the following reasons.

A. Death in the Family: (1) An absence of not to exceed five (5) school days on account of death in the immediate family shall be allowed in each of the following cases with full pay. Immediate family means husband, wife, father, mother, son, daughter, brother, sister. (2) An absence of not to exceed three (3) calendar days on account of death shall be allowed in each of the following cases with full pay grandparents, grandchildren, mother-in-law, father-in-law. (3) An absence of one (1) day shall be allowed under this provision for the death of a teacher's aunt or uncle.

B. Personal Reasons: Absence for personal reasons means that a teacher is confronted by circumstances beyond his/her control that compel his/her absence from work. Appointments and events that could reasonably be scheduled outside of the work day or school calendar are not just cause to require absence from work with full pay. Legal business, illness in the family, court appearances, graduation or wedding of one's child and household emergencies are examples of, but not limited to, bona fide personal day requests.

Extending a school vacation calendar, obligations to another employer or agency, trips or excursions during the school calendar year are examples of requests that do not qualify as personal leave requests.

Teachers are entitled to be absent for bona fide personal reasons up to three (3) school days per year. Authorization of the Superintendent or his/her designee is required for teachers to be absent for personal reasons.

A teacher shall make application for personal leave, in writing, to the Superintendent or his/her designee at least forty-eight hours before the beginning date of the requested leave (except in the case of emergencies). The written request shall contain statements sufficient to enable the Superintendent or his/her designee to consider the content and circumstances of the personal leave request.

The Superintendent or his/her designee will consider the request and, within one full business day, will either grant or deny the request, basing his/her decision on the content and circumstances stated on the request form.

C. Religious Days – If a teacher has used all of his/her contractual personal days due to the observation of commonly-recognized days of religious obligation, additional personal days may be granted after discussion with and at the discretion of the Superintendent. Decisions made by the Superintendent are not subject to the grievance process in Article IV.

D. Leaves taken pursuant to the above provisions shall be in addition to any sick leave to which the teacher is entitled.

E. For approved leaves of absence other than those covered by any portion of the Agreement, the rate of deduction, if any, shall be determined by the Board.

ARTICLE XXII JURY DUTY

Teachers called for jury duty while school is in session shall notify the Superintendent at the earliest possible time. The staff member shall not have jury days deducted from his/her sick leave or from personal days. The staff member shall receive a rate of pay equal to the difference between the professional salary and the jury stipend.

ARTICLE XXIII SABBATICAL LEAVE

Sabbatical Leave may be granted by the Board of Education after approval of the Superintendent for approved research or study program, subject to the following conditions:

- A. No more than one (1) member of the teaching staff shall be on leave at any one time.
- B. Request for Sabbatical Leave shall be received by the Superintendent in such form as may be requested by the Superintendent, no later than January 1 of the year preceding the school year for which the Sabbatical Leave is requested.
- C. A teacher receiving such leave shall retain all privileges and benefits, except for accumulating sick leave for the Sabbatical year, exactly as though the teacher was not on Sabbatical Leave.
- D. A teacher must have completed at least seven (7) full consecutive years in the Wolcott system. A teacher who has been granted Sabbatical Leave must complete at least an additional seven (7) full consecutive years in the Wolcott School System before applying for another Sabbatical Leave.
- E. Teachers on Sabbatical Leave shall be paid at seventy-five percent (75%) of their annual salary rate, provided such pay, when added to any program grant, shall not exceed the teacher's full annual salary.
- F. The teacher shall agree to return to the Wolcott School System for two (2) full years. The teacher shall execute a promissory note before he/she commences the Sabbatical Leave. Upon such return, the teacher shall be placed on the appropriate step on the salary schedule as though such teacher had not been on leave.
- G. The Board of Education shall be the final determiner of the approval or rejection of a Sabbatical Leave request.
- H. Failure to return to Wolcott and fulfill item "F" obligations shall require the teacher to return all compensation earned during the sabbatical and benefit costs to the Town of Wolcott.

ARTICLE XXIV
MATERNITY LEAVE

A. Any teacher who becomes pregnant shall so notify the Superintendent or his/her designee at least thirty school days prior to the expected date of the commencement of any disability leave taken. Connecticut General Statutes, Section 46a-60 shall apply.

ARTICLE XXV
ASSOCIATION LEAVE

A. Negotiation meetings will normally be scheduled outside of school hours. If negotiation meetings between the Board and the Association are scheduled during normal working hours of a school day, not more than the president and members of the joint committee shall be relieved from all regular duties without loss of pay, as necessary, in order to permit their attendance at such meetings. When it is necessary pursuant to the Grievance Procedure in Article IV of this Agreement for a school representative, member of the committee on PR&R 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 his/her supervisor and/or principal and to the Superintendent by the President of the Association, be released without loss of pay, as necessary, in order to permit participation in the foregoing activities, but this privilege shall be limited to one Association representative per grievance per day. Any teacher whose appearance in such investigations, meetings or hearings as witness is necessary shall be accorded the same right. The Association agrees that these rights shall not be abused.

B. The President of the Wolcott Education Association shall be allowed two (2) hours of release time per week during his/her term of office to conduct Association business. The President shall be free to leave the building during said release time, but he/she must notify the principal when he/she leaves and when he/she returns. Whenever possible, the release time will be scheduled at the end of the school day.

C. In addition to the provisions of the preceding paragraph, when necessary, the President may be allowed release time in excess of two (2) hours per week, provided that he/she notified his/her principal one (1) day in advance and provided further that the Association pays the cost of a substitute, if any.

D. A Wolcott Education Association member elected to a CEA or NEA office shall be granted unpaid leave, upon request. A reasonable effort will be made to allow the teacher to return to his/her position upon return from such leave.

E. Five days total per year will be allowed for Association members to attend CEA or NEA events. The cost, if any, for substitutes shall be paid by the Association. Application for these days shall be made to the Association President who shall notify the Superintendent.

ARTICLE XXVI
CONFERENCE LEAVE

A. When it is evident that convention or conference attendance or the observation of an activity in another school building or 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 shall reimburse professional personnel for all reasonable expenses while attending a convention or conference, or observing activities in another school system in accordance with the written request permission granted provided that the teacher submits his or her request for reimbursement within forty-five (45) days of the completion of the conference leave.

C. Such teacher will submit a written report about the activity to his/her immediate supervisor and to the Superintendent of Schools.

D. The teacher should file a written report within ten (10) school days to qualify for such reimbursement.

ARTICLE XXVII
MILITARY LEAVE

A. Certified personnel within the system shall maintain full standing on the salary scale in the event of (1) draft, (2) enlistment during state of emergency or state of war; (3) recall to active duty, provided, in each case, that written notification of the intention to return is submitted to the Superintendent within ninety (90) days after termination of military service.

B. Upon the teacher's return to the system, the Board shall pay to the State Teacher's Retirement Association the full amount of assessments and interest due to provide full retirement credit to the teacher for the period of military service, provided that the Board of Education shall be liable to appropriate said sums exactly commensurate to the amount of new employment of the subject teacher. In no event are said sums to exceed an amount commensurate to the actual military service of the subject teacher.

ARTICLE XXVIII
GENERAL LEAVE

A. At the discretion of the Board, a teacher may be allowed to leave, without loss of salary, 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.

B. Other extended leaves, with or without salary, may be granted at the discretion of the Board.

ARTICLE XXIX
GENERAL PROVISIONS

- A. There shall be no reprisals of any kind taken against any teacher by reason of his/her membership in a professional educational organization or participation in its activities.
- B. All provisions of this Agreement shall apply equally to all teachers, without discrimination in regard to age, race, creed, color, religion, nationality, sex or marital status.
- C. In order to ensure both appropriate grooming and suitable dress that is consistent with the educational environment wherein teachers act as role models for students, the Board and the Association agree that the following guidelines should be followed.
1. Teachers should be groomed and dressed in a manner befitting the members of a respected profession. Teachers shall not dress in ways that would tend to reduce their professional standing or diminish their professional stature as exemplars and role models.
 2. While it is recognized that some casual attire may not normally be considered appropriate professional attire in a routine classroom setting, an individual teacher, using his/her professional judgment, may wear these items based upon his/her activities on a given day.
- D. The Board of Education will notify the Association in writing of all new employees on a monthly basis, if new employees are hired that month.

ARTICLE XXX
TRANSPORTATION

In the event a teacher, including specialists, must use his/her personal vehicle for school related activities such as clubs and transporting students, the teacher shall be reimbursed at the current IRS mileage allowance providing Board approval is granted for such activity, and provided that the teacher submits his or her request for reimbursement within the sixty-day billing period.

ARTICLE XXXI
STAFF REDUCTION AND RECALL PROCEDURE

A. General Statement of Policy

It is recognized that, under Section 10-220 and 10-4a of the Connecticut General Statutes, the Board of Education has the responsibility to maintain good public elementary and secondary schools and to implement the educational interest of the state. However, recognizing also that it may become necessary

to eliminate certified staff positions in certain circumstances, this policy is adopted to provide fair and orderly process should such elimination become necessary.

B. Reasons for Elimination of Certified Staff Positions

It is recognized that the Board of Education has the sole and exclusive prerogative to eliminate certified staff positions consistent with the provisions of the state statutes, providing such elimination does not result in a failure in its duty as a state agency to implement the educational interests of the state and to provide good public elementary and secondary schools. Elimination of certified staff positions may result from decreases in student enrollment, changes in curriculum, severe financial conditions or other circumstances as determined by the Board of Education.

C. Definitions

1. As used herein the term days shall mean calendar days.

2. As used herein the term teacher shall apply to any employee of the Board of Education who holds a certificate issued by the Connecticut State Board of Education and is employed as a teacher in the Wolcott School System. The term teacher shall include all certified employees below the rank of Superintendent.

D. Procedure

1. Prior to commencing action to terminate teacher contracts under this procedure, the Board of Education will give due consideration to its ability to effectuate position elimination and/or reduction in staff by:

- a. Voluntary retirements
- b. Voluntary resignation
- c. Transfer of existing staff members
- d. Voluntary leaves of absence

2. If a teacher has attained tenure status, his/her contract of employment may be terminated if his/her position is eliminated, but only if there is no other position for which that teacher is certified and qualified available in the school system. No secondary teacher shall be deemed qualified unless the teacher is considered "highly qualified" under the No Child Left Behind Act in the subject area in question. This shall include first preference with regard to positions that are held by non-tenured teachers in addition to positions that are open and available. Determination of those to be released shall be in the following order

- a. Teachers holding Durational Shortage Area Permit (DSAP)
- b. Non-tenured teachers
- c. Tenured teachers

3. The following criteria will be used to select those employees who are to be considered for termination within the broad tenure and certification categories established under D-2.

- a. Areas of certification
- b. Teaching experience in other positions which may be available
- c. Degree status
- d. Total years of teaching experience
- *e. Total years of teaching experience in the school system
- f. Qualifications and ability as determined by an objective evaluation of a teacher's performance in accordance with established evaluative procedure
- g. Participation and performance in extracurricular activities and assignments

NOTE: Should the application of items listed in subparagraphs a. through f. above result in the qualification of two or more teachers (who were hired within a time span of one (1) year) being equal, item g. will be considered.

4. If the Board of Education considers termination of the contract of a teacher, it shall authorize the Superintendent to notify the teacher in writing that termination of his/her contract is under consideration. Such initial notice shall comply with the provisions set forth in Section 10-151 of the Connecticut General Statutes.

E. Policy Provisions not Applicable to Promotions

Nothing herein shall require the promotion of a teacher to a position of higher rank, authority or compensation, although the teacher whose contract is to be terminated because of elimination of position is qualified and/or certified for the promotional position.

F. Recall Procedure

If the contract of employment of a teacher is terminated because of elimination of position, the name of that teacher shall be placed on a reappointment list and remain on such list for a period of eighteen (18) months. If a position becomes open during such period, and the teacher has been selected by the Board of Education as a person on the recall list who is certified and most qualified to hold that position, then the teacher will be notified in writing by registered mail, sent to his/her last known address at least thirty days prior to the anticipated date of reemployment where possible. In determining whether a teacher is qualified for reappointment, the Board of Education shall consider the criteria as set forth in Section D, Paragraph 2 and 3 above. The teacher shall accept or reject the appointment in writing within seven days after receipt of such notification. If the appointment is accepted, the teacher shall receive a written contract within twenty days of receipt of the teacher's reply by the Board of Education. If the teacher rejects the appointment offer or does not respond according to this procedure within seven days after receipt of such notification, the name of the teacher will be removed from the recall list.

ARTICLE XXXII
STAFF SALARIES

A. The salaries of all teachers covered by this Agreement are set forth in Appendices I through IV, which are attached hereto and made a part of this Agreement. Said salaries to be paid every other Thursday. Unavoidable delays shall not be subject to a grievance. All reasonable efforts will be made to provide lump sum payment to teachers on their last work day.

B. Teachers shall be paid bi-weekly via direct deposit during the school year.

ARTICLE XXXIII
DEGREE DEFINITIONS

The Salary Schedules listed in the Appendices of this Agreement shall be interpreted and applied in accordance with the following definitions for all new teachers:

BA/BS - A baccalaureate degree earned at an accredited college or university.

MA/MS - A master's degree earned at an accredited college or university.

MA/MS+30 Sixth Year - The completion of thirty (30) credits beyond * the master's degree or sixty (60) credits beyond the bachelor's degree earned at an accredited college or university and approved by the Superintendent of Schools, only if being paid on that lane as of June 30, 2007 or a second master's degree, or a sixth year certificate.

*Beyond means graduate level courses. Under special circumstances the Superintendent may grant up to nine (9) credit hours of undergraduate course work for credit on the salary scale provided that they constitute part of a planned program leading toward certification in an area of critical need to the school system.

Teachers employed by the Wolcott Public Schools on or before June 30, 2007, who are receiving an MA salary level based on the following definition will continue to receive the MA salary.

BA + 30 - The completion of thirty (30) credits beyond * the baccalaureate degree earned at an accredited college or university and approved by the Superintendent of Schools.

ARTICLE XXXIV
PLACEMENT ON THE SALARY SCHEDULE

Teachers entering the system may be placed on a step in the salary schedule, taking into consideration the following:

1. Degree status as defined under "Degree Definitions" Article.
2. Up to full credit for all public school teaching experience, and such private school experience as is deemed acceptable to the Board of Education and the Superintendent, shall be given to all certified personnel in the Wolcott Public Schools.
3. For approved teaching begun or on before mid-year, a full year of credit will be given.
4. No distinction shall be made between full-time and part-time employees with regard to movement on the salary schedule.
5. Part-time employees who work 49% or less shall accrue seniority at the rate of one month for every two months worked.
6. Notification of all new employees' placement on the salary schedule will be sent to the Association within thirty (30) business days of the teacher's first day of employment.

ARTICLE XXXV
INSURANCE BENEFITS

1. Details of the insurance plans available to teachers are set forth in Appendix IX attached hereto.
2. All teachers who are employed as .5 FTE or greater shall be provided with insurance benefits by the Board's group benefit carriers for medical, prescription drug and dental plans. The carrier for any of the coverages may be changed provided that the benefits, coverages, service and administration remain equivalent or better. If the Board and the Association are unable to agree upon any proposed change of carriers, prior to any change of carriers, either party has the right to submit the dispute to arbitration. The Board and the Association shall attempt to jointly agree upon a single arbitrator. If the parties are unable to agree upon an arbitrator within five business days the dispute shall be submitted to the American Arbitration Association.

The arbitrator shall within thirty (30) calendar days of the close of the hearing render a decision in writing. The decision of the arbitrator shall be final and binding upon the parties. The costs for the arbitration proceedings shall be borne equally by the Board and the Association.

ARTICLE XXXVI
COACHING SALARY

Coaching Salaries will be as found in Appendix V.

ARTICLE XXXVII
SPECIAL SCHOOL PROGRAMS

Positions in these programs should be filled, as determined by the Superintendent, giving consideration to the factors suggested below. The following represent examples of special school programs: summer school, adult education, homebound instruction, driver education, etc.

A. In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the system and prior experience in these programs, if any.

B. All openings for these positions shall be listed as early as possible so interested teachers may apply.

C. Available positions may be filled by candidates from within and without the school system. All qualifications being equal, preference will be given to candidates from within the system.

ARTICLE XXXVIII
SERVICE REPRESENTATION FEE

38.1 CONDITIONS OF CONTINUED EMPLOYMENT

All teachers employed by the Wolcott Board of Education shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment.

38.2 DEDUCTIONS

The Wolcott Board of Education agrees to deduct from each teacher an amount equal to the Association membership dues or agency fees by means of payroll deductions. The amount of the deduction from each paycheck shall be equal to the total Association membership dues divided by twenty (20) consecutive paychecks from and including the first paycheck in September through and including the last paycheck in June. The amount of the deduction for service fee from each paycheck shall be equal to the total service fee divided by the number of paychecks from and including the first paycheck in January through and including the last paycheck in June. The amount of Association membership dues shall be

certified by the Association to the Board of Education prior to the opening of each school year. The amount of service fee shall be certified by the Association to the Board of Education prior to January 1st of each school year. Any teacher wishing to elect agency fee shall notify the Association in writing of such intent. Said notification shall be forwarded to the Association during the period of July 1 through August 1 which precedes the school year in which such selection is sought. Failure to so notify will result in continuance of that teacher on the Association membership rosters for that school year and collection of full Association dues.

38.3 SUBSEQUENT EMPLOYMENT

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

38.4 FORWARDING OF MONIES

The Board of Education agrees to forward to the Association treasurer each month a check for the amount of money deducted during that month.

38.5 LISTS

A. By August 15th, the Association shall provide the Board with a list of those teachers who have not elected payroll deductions for payment of membership dues or service fees.

B. No later than the second paycheck in September of each school year, the Board of Education shall provide the Association with a list of all certified employees of the Board of Education. The Board shall notify the Association monthly of any changes in said list.

38.6 REFERENCE TO ASSOCIATION

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

38.7 SAVE HARMLESS

The Association agrees to indemnify and hold the Board harmless against any and all claims, demands or judgments which may arise out of action taken by the Board for the purpose of complying with the provision of this Article.

The Association agrees to indemnify and save the Board harmless from any claim or lawsuit arising from the Board's fulfillment of its obligations under this section. The Board agrees that the Association shall assume the exclusive legal defense of any such claim or lawsuit. In assuming such defense on the Board's behalf, the Association will hire and compensate legal counsel. Legal counsel hired by the Association shall confer with the Board or its representatives concerning the defense of claims and lawsuits against the Board. The Association shall have the right to compromise or settle any claim or lawsuit against the Board under this section.

ARTICLE XXXIX
EVALUATION REPORTS

"State Statute 10-151b shall apply."

ARTICLE XL
SPECIALISTS

- A. The Board and the Association recognize that competent specialists are essential to the operation of an effective educational program.
- B. Specialists' travel allowance to be paid at the current IRS rate for any travel approved by the Board.

ARTICLE XLI
RIGHT OF PRIVACY

- A. The private and personal life of a teacher is not within the appropriate concern or attention of the Board except as it may interfere with the teacher's responsibilities to and relationships with students and/or the school system.

ARTICLE XLII
AGREEMENT/POLICY

- A. The Board shall provide each teacher with a complete text of this agreement or any Successor Agreement.
- B. The Board shall provide a statement of Board policy.

AMENDMENT

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 thereof.

ARTICLE XLIII
HOLD-OVER

In the event that the Board and the Association shall fail to secure a Successor Agreement as hereinbefore provided in Article III prior to the termination of this Agreement, the Association and the Board may elect to extend the duration of this Agreement for any period not to extend beyond the date of the execution of a Successor Agreement.

ARTICLE XLIV
SPECIFIC PERFORMANCE

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

ARTICLE XLV
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, this provision shall cease to be part of this contract or any other contract; however, the balance and remainder of this Agreement shall remain in full force and effect.

ARTICLE XLVI
DURATION

The provisions of this Agreement shall be effective as of August 1, 2018, and shall continue and remain in full force and effect to and including July 31, 2022 and, during such term; no further conditions of employment and other matters shall be negotiated by the parties without the express consent of both parties.

ARTICLE XLVII
LONGEVITY

As of September 1, 1994, the following longevity pay shall be given as a reward for years of accumulated service to the town of Wolcott. These sums are annual amounts to be paid as follows:

	2018-2022
1. Beginning with 14th year through 18 years	\$330
2. Beginning with 19th year through 23 years	\$495
3. Beginning with 24th year through 28 years	\$660
4. Beginning with 29th year to end of service	\$825

Longevity payments will be made in one lump sum payment in December to all eligible bargaining unit members. Only teachers hired on or before June 30, 2001 shall be eligible to receive longevity payments.

ARTICLE XLVIII CHILDREARING LEAVE

A. Any tenured teacher who is expecting a child, or whose spouse is expecting a child, may request a long-term leave not to exceed two (2) semesters without pay or benefits for the purpose of childrearing. Such leave shall be granted, subject to the following conditions:

1. The teacher shall request such leave at least sixty (60) days prior to the anticipated commencement of such leave.

2. To minimize classroom disruption, such leave shall commence at the beginning of the school year when the due date is within thirty (30) school days after the beginning of the school year.

3. Such leave shall terminate only at the beginning of the school year or at the beginning of the second semester of the school year.

ARTICLE XLIX SUBSTITUTES

A. The school principal will make every effort to hire substitutes when necessary.

ARTICLE L HEAD TEACHERS

Provisions for Head Teachers are as follows:

1. Salary

A differential of \$6,500 per annum shall be added to the rate of pay on the appropriate step and column of the teachers' salary schedule.

2. Work week & year

The work week for Head Teachers will extend five (5) hours per week beyond the regular teacher work week. The work year for Head Teachers shall be one week prior to and one week after the regular teacher work year (10 days).

3. Contractual Rights and Responsibilities

All stipulations of the teachers' contract shall apply to Head Teachers except as expressly distinguished in 1-2 above.

ARTICLE LI
EXTENDED WORK YEAR COMPENSATION

Members of the bargaining unit shall be compensated in accordance with the salary schedule set forth herein. Members of the bargaining unit shall be compensated at a per diem rate based on their annual salaries for every day of classroom instruction added to the regular school year.

ARTICLE LII
TEAM MENTORS

Teachers who serve as TEAM mentors shall be paid an annual stipend of \$250 per year per mentee, except when a stipend greater than \$250 is paid by the State of Connecticut, in which case the mentor shall be paid an amount equal to the state funded stipend.

SIGNATURE BLOCK

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

WOLCOTT BOARD OF EDUCATION

By Tom DeBono Bartlett

12/20/17
Date

WOLCOTT EDUCATION ASSOCIATION

By Kristin Sweeney Bricker

12/18/17
Date

APPENDIX I
WOLCOTT PUBLIC SCHOOLS
WOLCOTT, CONNECTICUT

2018-19

Step	BA	MA	6th Yr
2.0	43,468	46,300	49,653
2.5	44,466	47,307	50,701
3.5	46,825	49,702	53,201
4.5	49,631	52,559	56,189
5.5	52,604	55,581	59,344
6.5	55,757	58,776	62,677
7.5	59,098	62,155	66,197
8.5	62,639	65,728	69,915
9.5	66,393	69,506	73,841
10.5	70,371	73,502	77,988
11.5	74,974	78,173	82,866
12.5	81,028	84,389	89,398
13.0	85,584	89,086	94,347

All teachers not at maximum in the 2017-2018 school year shall move up one-half step for the 2018-2019 school year. Teachers hired after June 30, 2018, but before June 30, 2019, may be placed on the whole step of 2, based on years of experience, or on a whole-step higher than 2, based on years of experience.

APPENDIX II
WOLCOTT PUBLIC SCHOOLS
WOLCOTT, CONNECTICUT

2019-20

Step	BA	MA	6th Yr
2.0	43,468	46,300	49,653
3.0	45,463	48,313	51,748
4.0	48,187	51,090	54,654
5.0	51,074	54,028	57,723
6.0	54,134	57,134	60,965
7.0	57,379	60,418	64,389
8.0	60,817	63,891	68,005
9.0	64,461	67,564	71,824
10.0	68,324	71,448	75,858
11.0	72,418	75,555	80,118
12.0	77,529	80,791	85,613
13.0	86,653	90,199	95,526

All teachers not at maximum in the 2018-2019 school year shall move up one-half step for the 2019-2020 school year. Teachers hired after June 30, 2019, but before June 30, 2020, may be placed on the whole step of 2, based on years of experience, or on a whole-step higher than 2, based on years of experience.

* If a teacher is hired at step 2 in the 2018-19 school year, s/he will advance to the following salary for the 2019-20 school year:

BA: \$44,466

MA: \$47,307

6th year: \$50,701

APPENDIX III
WOLCOTT PUBLIC SCHOOLS
WOLCOTT, CONNECTICUT

2020-21

Step	BA	MA	6th Yr
2.0	43,468	46,300	49,653
2.5	44,466	47,307	50,701
3.5	46,825	49,702	53,201
4.5	49,631	52,559	56,189
5.5	52,604	55,581	59,344
6.5	55,757	58,776	62,677
7.5	59,098	62,155	66,197
8.5	62,639	65,728	69,915
9.5	66,393	69,506	73,841
10.5	70,371	73,502	77,988
11.5	74,974	78,173	82,866
12.5	81,028	84,389	89,398
13.0	87,737	91,327	96,720

All teachers not at maximum in the 2019-2020 school year shall move up one-half step for the 2020-2021 school year. Teachers hired after June 30, 2020, but before June 30, 2021, may be placed on the whole step of 2, based on years of experience, or on a whole-step higher than 2, based on years of experience.

* If a teacher is hired at step 2 in the 2018-19 school year, s/he will advance to the following salary for the 2020-21 school year:

BA: \$45,646 MA: \$48,505 6th year: \$51,951

APPENDIX IV
WOLCOTT PUBLIC SCHOOLS
WOLCOTT, CONNECTICUT

2021-22

Step	BA	MA	6th Yr
2.0	43,468	46,300	49,653
3.0	45,463	48,313	51,748
4.0	48,187	51,090	54,654
5.0	51,074	54,028	57,723
6.0	54,134	57,134	60,965
7.0	57,379	60,418	64,389
8.0	60,817	63,891	68,005
9.0	64,461	67,564	71,824
10.0	68,324	71,448	75,858
11.0	72,418	75,555	80,118
12.0	77,529	80,791	85,613
13.0	88,833	92,468	97,929

All teachers not at maximum in the 2020-2021 school year shall move up one-half step for the 2021-2022 school year. Teachers hired after June 30, 2021, but before June 30, 2022, may be placed on the whole step of 2, based on years of experience, or on a whole-step higher than 2, based on years of experience.

* If a teacher is hired at step 2 in the 2018-19 school year, s/he will advance to the following salary for the 2020-21 school year:

BA: \$46,825 MA: \$49,702 6th year: \$53,201

** If a teacher is hired at step 2 in the 2020-21 school year, s/he will advance to the following salary for the 2021-22 school year:

BA: \$44,466 MA: \$47,307 6th year: \$50,701

APPENDIX IV-A
YEAR TO YEAR STEP MOVEMENT

Due to the necessity of moving one-half step in each year of the four year Agreement, the following guide shall be used to track which steps current and future teachers move to year to year during the life of this Agreement. This chart is merely an illustration of each teacher's expected step increase from year to year. This chart has no impact on the precise salary step schedules for each work year in Appendix IV.

YEAR TO YEAR STEP MOVEMENT

2018-19	2019-20	2020-21	2021-22
		2	2.5**
	2	2.5	3
2	2.5*	3.0*	3.5*
2.5	3	3.5	4
3.5	4	4.5	5
4.5	5	5.5	6
5.5	6	6.5	7
6.5	7	7.5	8
7.5	8	8.5	9
8.5	9	9.5	10
9.5	10	10.5	11
10.5	11	11.5	12
11.5	12	12.5	13
12.5	13	13	13
13	13	13	13

If a teacher requests to take a full year leave of absence, and the Board grants such a request during the term of this 2018-2022 Agreement, the teacher, the Association and the Board shall address, at that time, how the teacher's salary may be impacted upon his/her return to a teaching position in the Wolcott Public Schools.

* See language at bottom of 2019-20, 2020-21 and 2021-22 salary schedules to learn the precise value of each work year's salary.

** See language at bottom of the 2021-22 salary schedule to learn the precise value of that work year's salary.

APPENDIX IV-B
Salary Schedule as of June 30, 2022

Effective June 30, 2022, a new Step 13 shall be inserted as the penultimate step of each salary lane. Step movement into the new step 13, or into any of the lower steps for the 2022-2023 work year shall be bargained during the fall 2021 negotiation season. The cost associated with moving any teachers employed by the Board in the 2021-2022 work year into the reformatted June 30, 2022 Step Schedule on this page shall be calculated and shared with the Association at the commencement of the 2021 teacher negotiation season.

July 1, 2021 Step	BA	MA	6th Yr	<u>June 30, 2022 Step</u>	BA	MA	6th Yr
2.0	43,468	46,300	49,653				
3.0	45,463	48,313	51,748	3.0	45,463	48,313	51,748
4.0	48,187	51,090	54,654	4.0	48,187	51,090	54,654
5.0	51,074	54,028	57,723	5.0	51,074	54,028	57,723
6.0	54,134	57,134	60,965	6.0	54,134	57,134	60,965
7.0	57,379	60,418	64,389	7.0	57,379	60,418	64,389
8.0	60,817	63,891	68,005	8.0	60,817	63,891	68,005
9.0	64,461	67,564	71,824	9.0	64,461	67,564	71,824
10.0	68,324	71,448	75,858	10.0	68,324	71,448	75,858
11.0	72,418	75,555	80,118	11.0	72,418	75,555	80,118
12.0	77,529	80,791	85,613	12.0	77,529	80,791	85,613
13.0	88,833	92,468	97,929	13.0	83,181	86,630	91,771
				14.0	88,833	92,468	97,929

An illustration of the new base schedule at the end of the insertion/renumbering process on June 30, 2022 is set forth on the next page of this 2018-2022 contract.

July 1, 2021		June 30, 2022	
STEP	MA	Step	MA
2	46,300		
3	48,313	3	48,313
4	51,090	4	51,090
5	54,028	5	54,028
6	57,134	6	57,134
7	60,418	7	60,418
8	63,891	8	63,891
9	67,564	9	67,564
10	71,448	10	71,448
11	75,555	11	75,555
12	80,791	12	80,791
13	92,468	<i>13</i>	<i>86,630</i>
		14	92,468

*Insert
New Step
13*

Regardless if step movement is bargained for the 2022-23 school year, all teachers on step 13 as of July 1, 2021 will be deemed to be on step 14 as of June 30, 2022.

APPENDIX V
COACHING STIPENDS

	<u>2018-2022</u>
Varsity Football	\$6,673
Asst Football	\$4,373
Asst Football	\$4,373
JV Football	\$4,373
Freshman Football	\$3,566
Varsity Boys' Soccer	\$4,605
Asst Soccer	\$3,221
Varsity Girls' Soccer	\$4,605
Asst Soccer	\$3,221
Cross Country	\$3,338
Girls' Volleyball	\$4,605
Asst Volleyball	\$3,221
Freshman Volleyball	\$3,221
Varsity Boys' Basketball	\$5,987
Asst Boys' Basketball	\$3,913
Freshman Basketball	\$3,566
Varsity Girls' Basketball	\$5,987
Asst Girls' Basketball	\$3,913
Freshman Basketball	\$3,566
Varsity Baseball	\$5,640
Asst. Baseball (2)	\$3,566
Freshman Baseball	\$3,566
Varsity Softball	\$5,640
Asst Softball	\$3,566
Varsity Boys' Track	\$4,948
Asst Boys' Track	\$3,221
Varsity Girls' Track	\$4,948
Asst Girls' Track	\$3,221

APPENDIX V

	<u>2018-2022</u>
Indoor Track	\$4,948
Asst. Indoor Track	\$3,221
Girls' Tennis	\$3,110
Boys' Tennis	\$3,110
Golf	\$3,110
Varsity Cheerleader Advisor	\$3,500
Asst. Cheerleader Advisor	\$1,600
MS Cheerleader Advisor	\$1,600
Dance Team	\$1,600
Middle School Boys' Basketball	\$2,876
Middle School Girls' Basketball	\$2,876
Middle School Baseball	\$2,876
Middle School Softball	\$2,876
Middle School Track	\$2,876
Assistant Track	\$1,576
Middle School Soccer(B)	\$2,876
Middle School Soccer(G)	\$2,876
Middle School Volleyball	\$2,876
Middle School Co-Ed Cross Country	\$2,337

APPENDIX VI
Advisor Stipends for Extracurricular Activities

There are four categories (A-D) of advisor stipends for extracurricular activities based on the following criteria: number of meetings, hours of obligation, and occurrence(s) of culminating events. The list of criteria is not meant to be all-inclusive, but rather to be used as guidelines for placement for a stipended position into a category with appropriate compensation.

<u>Category</u>	<u>Criteria</u>
A	Average 2 days per week in a year-long obligation: with multiple culminating events, such as a product, show or competition.
B	Average 1.5 days per week in a year-long obligation, with a show, competition, product or other culminating event.
C	Average 1 day per week for a majority of the school year; with a possible culminating event/events or product.
D	Average 1 day per week for partial school year; with a possible culminating event/events or product.

<u>Category</u>	<u>Advisor/Directory</u>
A	Robotics Team (HS), Drama Advisor (HS) <i>Stipend: \$3600</i>
B	Choral-Show Choir (HS), Yearbook (HS), Parliamentarian (HS), Senior Class (HS), National Honor Society (HS), Pep Band (HS), Jazz Band (HS), XX Club <i>Stipend: \$2600</i>
C	Drama (MS), Activities Advisor (HS), Financial Advisor (HS), FCCLA (HS), DECA (HS), Community Service Club (HS), Skills USA (HS), Construction Engineering Club (MS), YY Club <i>Stipend: \$1600</i>
D	National Junior Honor Society (MS), Student Council (MS), Yearbook (MS), Writing Club (MS), Chess Club (MS), Video Production Club (MS), Homework Club (MS) [4:one day each], ZZ Club <i>Stipend: \$650</i>

APPENDIX VII
COCURRICULAR

	<u>2018-2022</u>
Tutors	\$37.50
Summer School Teacher (for 5 weeks)	\$2,900
Secondary School Technology Coordinators	\$1,250
Elementary School Technology Coordinators	\$750
Lead Speech Clinician/Speech Teacher	\$1,200
Guidance/Social Worker/Psychologist Differential	\$1,200
Team Leaders	\$2,200

APPENDIX VIII
DEPARTMENT HEADS

<u>DEPARTMENT HEAD</u>	<u>2018-2022</u>
3 or fewer teachers supervised	\$2,429
4 or 7 inclusive teachers supervised	\$2,857
8 or more teachers supervised	\$3,286

APPENDIX IX INSURANCE BENEFITS

Medical Insurance

Eligible teachers may choose to participate in one of the two health insurance plans offered by the Board. Any teacher hired for the 2018-19 or subsequent school year will only have access to the Anthem High Deductible Health Plan with a Health Savings Account.

A.(1) Anthem Blue Cross/Blue Shield Century Preferred PPO Plan, with the copayments and deductibles as described in the insurance summary attached to this Agreement including the following specific copayment and deductible features:

In-Network:

Unlimited Life Time Maximum

<u>Service</u>	<u>2018-2022</u>
Office Visit	\$30
Specialist Visit	\$40
Inpatient Hospital	\$350
Outpatient Surgery	\$350
Emergency Room	\$200
Urgent Care	\$100
High Cost Diagnostic*	\$75 to \$375 Max

Out-of-Network:

<u>Category</u>	<u>2018-2022</u>
OON deductible	500/1000/1500
OON coinsurance	70/30%
OON coinsurance maximum	1000/2000/3000
OON out-of-pocket maximum	1500/3000/4500

Prescription Drug Insurance for Anthem PPO

Teachers who enroll in the Anthem PPO plan will be eligible for the following prescription drug rider and oral contraceptive coverage.

<u>Features</u>	<u>2018-2022</u>
Co-Pay	\$10/25/40
Mail Order Co-Pays	2x
Rx Day Supply	30/90
Rx Maximum	\$2,000 w/ R/O
Rx Edits	Qual/Safety Only

See Appendix XI for further details regarding the Anthem PPO Plan and the Rx Plan.

APPENDIX IX INSURANCE BENEFITS

Medical Insurance (continued)

Eligible teachers may choose to participate in one of the two health insurance plans offered by the Board.

A.(2)(a) Anthem High Deductible Health Plan with a Health Savings Account.

Plan Feature	2018-2022
Annual deductibles	\$2,000 / \$4,000
In-network co-insurance	100%
Out of network co-insurance	80%/20%
In Network out of pocket maximums	\$2,000 / \$4,000
Out of Network out of pocket maximums	\$4,000 / \$8,000
Preventative Care Rider	100%
Prescription Drugs	\$2,000 / \$4,000
RX Copay After Deductible	\$10/25/40

HDHP Plan Prescription coverage includes generic substitution and standard prior authorization on appropriate classes of medication

The Board will contribute into a Health Savings Account (HSA) for each teacher selecting the HDHP plan at a level equal to 50% of the applicable deductible amount (\$1,000 for single and \$2,000 for two person and family). The Board's contributions will be deposited in equal amounts into HSA accounts on two occasions during the work year (September and January). The Board shall have no obligation to fund any portion of the HSA deductible amount for retired teachers or other individuals upon their separation from employment.

The Board shall provide the same Anthem Blue Cross Blue Shield contraceptive coverage as is required under C.G.S. § Sec. 38a-503e.

APPENDIX IX
INSURANCE BENEFITS

Annual Contribution Percentages

The Board of Education shall contribute to the cost of the individual and family coverage for medical and dental insurance benefits for professional staff members as indicated below:

1. The Blue Cross Blue Shield Managed Benefits Plan is in effect.
2. Anthem Century Preferred PPO:

2018-2019	Board's contribution is 78.0%; Teacher's contribution is 22.0%
2019-2020	Board's contribution is 77.0%; Teacher's contribution is 23.0%
2020-2021	Board's contribution is 76.0%; Teacher's contribution is 24.0%
2021-2022	Board's contribution is 75.0%; Teacher's contribution is 25.0%
3. High Deductible Health Plan with H.S.A.

2018-2019	Board's contribution is 81.5%; Teacher's contribution is 18.5%
2019-2020	Board's contribution is 81.0%; Teacher's contribution is 19.0%
2020-2021	Board's contribution is 80.5%; Teacher's contribution is 19.5%
2021-2022	Board's contribution is 80.0%; Teacher's contribution is 20.0%
4. Connecticut Blue Cross Full Service Plan for Dental Care, including periodontics

2018-2019	Board's contribution is 79.0%; Teacher's contribution is 21.0%
2019-2020	Board's contribution is 78.0%; Teacher's contribution is 22.0%
2020-2021	Board's contribution is 77.0%; Teacher's contribution is 23.0%
2021-2022	Board's contribution is 77.0%; Teacher's contribution is 23.0%

5. The Board will establish a 125 Account for enabling employee costs of insurance benefits to be a pretax deduction.

6. Employees working less than 50% of a full-time equivalent position shall not be entitled to insurance benefits with Board co-pay provisions. These employees may participate in the insurance program at their own expense.

7. There will be no maximum employee contribution to the annual cost of insurance coverage for the duration of this contract.

Connecticut Blue Cross	Full Service Plan for Dental Care, including periodontics
Term Life Insurance and Accidental Death and Dismemberment	Insurance coverage provided at same level of teacher's salary (to nearest thousand).

APPENDIX IX INSURANCE BENEFITS

Retiree Medical Insurance

For retirees who are not eligible for Medicare, and who were hired on or before June 30, 1991, and for whom TRB contributes monthly for insurance coverage, the Board shall contribute \$103 per month for retiree insurance. No teacher hired after June 30, 1991 is eligible to receive this benefit. The amounts are subtracted from the Blue Cross Blue Shield rates and the remainder is the retiree's cost of insurance.

The Connecticut Blue Cross Full Service Plan for Dental Care, Family Plan, is available to any teacher provided the teacher pays the difference between the individual rate and the family rate.

Each such person shall select generic drugs under his/her prescription coverage unless otherwise prescribed by his/her doctor.

** Vision rider provided for the individual and family coverage as set forth in the 2010-2011 version of the group insurance plan.

The parties agree that despite the language in Appendix IX Section A of the 2018-22 collective bargaining agreement regarding the two group health insurance plans available for teacher during the term of the Agreement; the Wolcott Board of Education may offer an additional or alternate group health plan to its teacher for the 2019-2020 work year or may seek changes in the premium cost sharing structure for one of both existing health insurance plans if the total cost of either plan described in Appendix IX, Section A will trigger an excise tax under Internal Revenue Code Section 4980I, otherwise known as the Affordable Care Act, in the 2020 calendar year.

The specific plan changes needed to bring the cost of the plan under the excise tax threshold and/or the changes in premium cost sharing that may be required to offset the effects of the excise tax will be negotiated via an opening of the contract for this specific purpose only in the Spring of 2019 and those negotiations shall be in accordance with the Connecticut General Statutes section 10-153f.

APPENDIX X

PROFESSIONAL DEVELOPMENT PLAN FOR CREDIT ON THE SALARY SCHEDULE

During the life of the Agreement, the Administration will install the Professional Development Plan for Credit on the Salary Schedule Form on the digital platform. The Administration will consult with the Association on the revised form before it is installed.

APPENDIX XI

Medical Insurance Plan Summaries

The District will place insurance summary plan documents on District Website.

