

AGREEMENT

BETWEEN THE

WINDSOR BOARD OF EDUCATION

AND THE

WINDSOR EDUCATION ASSOCIATION

July 1, 2013 through June 30, 2016

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THIS AGREEMENT MADE AND ENTERED INTO by and between the WINDSOR BOARD OF EDUCATION (hereinafter called "Board") and the WINDSOR EDUCATION ASSOCIATION (hereinafter called "Association"), affiliated with the Connecticut Education Association and the National Education Association.

## ARTICLE 1

### PREAMBLE

WHEREAS, the Board and the Association recognize the importance of sustaining a high level of morale among the professional staff, and maintaining a harmonious relationship between the Board and said staff, and encouraging responsible participation by said staff in the improvement and development of the Windsor Public Schools, and assuring necessary, usual and beneficial communications between the Board and said staff;

NOW, THEREFORE, in consideration of these premises and other good consideration, the Board and the Association agree as herein set forth.

## ARTICLE 2

### RECOGNITION

2.1 The Board recognizes the Association as the exclusive representative of the teachers' unit as defined in Chapter 166, Section 10-153b through 10-153f of the Connecticut General Statutes as amended, which includes persons holding durational shortage area permits (DSAPs).

2.2 Unless otherwise specifically defined, the term "teacher" when used in this Agreement shall mean all employees in the above-noted group.

## ARTICLE 3

### BOARD RIGHTS AND RESPONSIBILITIES

3.1 It is recognized that the Board retains and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the Windsor Public Schools in all its aspects including but not limited to the acquisition, control, and regulation of all property, the employment and supervision of all employees, and the organization and administration of the program of the Windsor Public Schools.

3.2 These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in

violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance provisions of this Agreement.

#### ARTICLE 4

#### NO STRIKE CLAUSE

4.1 The Association agrees that, in an effort to effect a settlement of any disagreement with the Board, it shall not engage in any strike or concerted refusal to render services for the duration of the contract.

#### ARTICLE 5

#### GENERAL

5.1 This Agreement has been entered into by virtue of negotiations under Chapter 166, Section 10-153b 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.

5.2 If there is any previously adopted policy, rule or regulation of the Board which is in conflict with any provision of this Agreement, said provision shall govern during the term of this Agreement. No such provision shall operate retroactively unless expressly so stated.

5.3 During negotiations, the Board and the Association shall exchange points of view and proposals and counterproposals. Either party may, if it so desires, utilize the services of outside bona fide consultants; provided, however, that if such consultants are to be present at negotiations the other party shall be advised beforehand.

5.4 It is understood that this Agreement is subject to, and shall operate within the framework of, the Statutes of the State of Connecticut.

5.5 It is understood that teachers shall continue to serve under the direction of the Superintendent of Schools and in accordance with Board and administrative policies, rules and regulations.

5.6 There shall be no reprisals of any kind taken against any teacher by reason of membership in a professional organization or participation in its activities.

5.7 Teachers shall have the opportunity to review and discuss any evaluation reports with their supervisors, and to review the contents of any evaluation reports originated in this

system which are contained in their official personnel files as maintained by the Central Administrative Office.

5.8 When it is necessary for official representatives of the Association to engage in Association activities directly relating to the Association's duties as representative of the teachers, during the school day, they may be given such free time, without loss of pay, as is necessary to perform any such activities, provided such activities and free time have been approved by the Superintendent or a designated representative in accordance with established administrative regulations. The Association and its officers recognize and agree that this privilege should not be abused.

5.9 If any portion of this Agreement is ruled invalid for any reason, the remainder of the Agreement shall remain in full force and effect.

5.10 Teachers shall not encourage or participate in student protests or knowingly violate the official position of the Board or the administration regarding the operation of the school system during the basic teaching day in which students are in attendance.

5.11 The cost of duplication of the contract shall be divided equally between the Association and the Board.

5.12 Part-time teachers with full-time benefits assigned a teaching load of fifty percent or more shall be responsible for the same professional activities (in-service meetings, faculty and department meetings, etc.) as are full-time teachers (provided that such meetings take place on their regularly scheduled work day). Such part-time teachers may be excused from such activities for cause, including scheduling issues.

5.13 Each staff member who, having completed at least twenty-two (22) years of continuous and unbroken service in Windsor, except for leaves defined in Articles 12 – 19, may submit to the Superintendent in writing an irrevocable resignation for purposes of retirement on or before February 1, of the year prior to retirement, and such staff members shall receive a \$2,000 payment in their final paycheck.

## ARTICLE 6

### GRIEVANCE PROCEDURE

#### 6.1 Purpose

6.1.1 The purpose of the grievance procedure shall be to resolve at the lowest possible administrative level issues which may arise from time to time with respect to the provisions of this Agreement.

6.1.2 A member of the group who feels aggrieved shall attempt to resolve the issue through administrative channels before following the below-noted grievance procedure.

6.1.3 In the case of multiple grievances on the same issue, the parties may by mutual agreement designate a representative grievance to adjudicate, which shall resolve the related grievances.

## 6.2 Definitions

6.2.1 A "grievance" is a claim that a specific provision of this Agreement has been misapplied or misinterpreted. A "working condition claim" is a claim regarding working conditions of significance to the Association, excluding the evaluation procedure or practice. Working condition claims shall be processed in accordance with this procedure, but shall not be processed beyond Level Three, and the decision of the Board on such claims shall be final.

6.2.2 An "aggrieved person" is the member or members of the group making the claim.

6.2.3 A "party in interest" is the person or persons who, in addition to the aggrieved person, has a recognized and reasonable interest in the grievance or in its resolution.

6.2.4 The term "days" means teachers' work days. After June 20, the term "days" means "business days" as established by the Board's twelve month calendar. Either party may request extensions of the time limits because of vacations or other scheduling conflicts, consent to which shall not be unreasonably withheld.

6.2.5 "Board" shall mean the Board or a designated committee of the Board. At least three members of the Board must be present to hear a grievance.

6.2.6 Notwithstanding the informal procedure, all grievances shall be in writing and set forth the specific section of the contract in question, the nature of the misapplication or misinterpretation, and the specific relief requested, and must be filed within twelve days of the act or omission complained of.

## 6.3 Procedure

### 6.3.1 Informal:

A member of the group with a grievance shall have the right to discuss it with the immediate supervisor involved accompanied by one member of the Association with the object of resolving the matter informally.

### 6.3.2 Formal:

(a) Level One

If the aggrieved person is not satisfied with the disposition of the problem through the informal procedure, or if the problem is not resolved through the informal procedure, he/she shall have the right to present the grievance to the immediate supervisor involved accompanied by one member of the Association. Such grievance shall be in writing and set forth the specific section of the contract in question, the nature of the misapplication or misinterpretation, and the specific relief requested, and must be filed within twenty days of the act or omission complained of.

(b) Level Two

(1) If the grievance is not resolved at Level One, or if no decision is rendered within five days of its presentation under Level One, the aggrieved person shall have the right to present the grievance in writing to the Association; provided, however, such grievance shall be presented within five days of a decision under Level One, or within ten days of its presentation under Level One if there is no decision.

(2) Within five days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools. Prior thereto, the Association shall review the grievance and determine the position of the Association in the case.

(3) Within ten days after receipt of the written grievance, the Superintendent with the supervisor involved shall meet with the aggrieved person in an effort to resolve the grievance.

(4) A maximum of three representatives of the Association shall have the right to attend and participate in the meeting of the Superintendent with the aggrieved person relating to the grievance.

(c) Level Three

(1) If the grievance is not resolved at Level Two, or if no decision is rendered within five days of the meeting with the Superintendent under Level Two, the aggrieved person shall have the right to notify the Association of same; provided, however, such notification shall be in writing and shall be made within three days of a decision under Level Two, or within eight days of the meeting with the Superintendent under Level Two if there is no decision.

(2) Within three days of the notification, the Association shall refer the grievance in writing to the Board. Prior thereto, the Association shall review the grievance and determine the position of the Association in the case.



(3) Within ten days after receipt of the written grievance or at the next regularly scheduled meeting (whichever is later), the Board with the Superintendent shall meet with the aggrieved person for the purpose of resolving the grievance.

(4) A maximum of three representatives of the Association shall have the right to attend and participate in the meeting of the Board with the aggrieved person relating to the grievance.

(d) Level Four - Impartial Arbitration

(1) If the grievance is not resolved at Level Three, or if no decision is rendered within ten days of the meeting with the Board under Level Three, the aggrieved person shall have the right to request the Association to submit the grievance to arbitration; provided, however, such request shall be in writing and shall be made within five days of a decision under Level Three, or within fifteen days of the meeting with the Board under Level Four if there is no decision.

(2) Within fifteen days after receiving the request, the Association shall decide whether to submit the grievance to arbitration.

(3) If the Association decides to submit the grievance to arbitration, it shall notify the Board in writing.

Within ten days of notification, the Board and the Association shall seek to select a mutually acceptable and available arbitrator. If the parties are unable to agree upon or to obtain a mutually acceptable arbitrator within the time period specified, a request for a list of arbitrators shall be made to the American Arbitration Association by either party and the parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(4) The arbitrator so selected shall confer promptly with representatives of the Board and the Association, shall hold hearings with the aggrieved person and such other parties in interest as the arbitrator deems requisite, shall review the record of prior hearings and, unless extended by mutual agreement, shall issue a decision not later than twenty days from the date of the closing of the hearings. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted.

(5) The parties recognize that the Board is legally charged with the responsibility of operating the school system. The sole responsibility of the arbitrator shall be to determine whether the terms of this agreement have been misapplied or misinterpreted, and the arbitrator shall have no power or authority to make any decision which violates, modifies, or amends any then-established terms of this Agreement. The arbitrator's judgment shall not be substituted for

that of the Board where the Board's action is not unreasonable except in the following circumstances:

(a) where an issue to be determined by the arbitrator is an issue of fact;

(b) where the issue before the arbitrator involves the interpretation of the terms of this Agreement.

(6) The decision of the arbitrator shall be rendered to the Board and to the Association and shall be binding upon both parties during the life of this Agreement unless the same is contrary to law.

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

#### 6.4 Miscellaneous

6.4.1 The Board and the Association agree that these proceedings shall be kept as informal and confidential as possible. All documents dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.

6.4.2 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort shall be made to expedite the process. The time limits specified, however, may be extended by mutual agreement in writing, except the initial filing of the grievance.

6.4.3 Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal a decision within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered, and such decision shall thereafter be binding upon the aggrieved.

6.4.4 Forms for filing and processing grievances shall be prepared by the Superintendent and distributed to the parties in interest and the Association so as to facilitate operation of the grievance procedure. The forms will make provision for noting the date for response or appeal based on the timeline specified in this article. Hand delivery is an acceptable alternative to a registered letter, and in such a case the form will provide for acknowledgment of receipt and the next date determined by the timeline.

6.4.5 Commencing with Level One, decisions rendered at all levels of the procedure shall be in writing setting forth the decision and the reasons therefor.

6.4.6 It is understood that the aggrieved person or persons shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and

applicable rules and regulations of the Board and Administration until such grievance and any effect thereof shall have been fully determined.

6.4.7 The Board and the aggrieved person or the Association may utilize the service of a bona fide professional consultant at levels three or four of this procedure.

6.4.8 The Association shall send a copy of any communication with the Board involving levels three and four of this article to the Superintendent.

## ARTICLE 7

### WORK YEAR

7.1 The basic work year covered by the Teachers' Salary Schedule of all members of the group, shall include no more than 187 days. One of the 187 days shall be a work day, and four days shall be scheduled for professional activities, including at least three days of in-service presentations, devoted to professional development activities, planned with the advice and assistance of the teachers, including representatives of the Association. Staff members shall report to their building on work days or in-service days and are required to participate in Board-sponsored in-service programs when scheduled. The scheduling of the non-instructional days shall be annual and shall be by mutual agreement between the Board and the Association.

7.1.1 In addition to the basic work year, 2 days may be scheduled for the orientation of new personnel.

7.1.2 There shall be six early release days at the elementary level only for parent teacher conferencing. Three days shall be scheduled in the fall for conferences and three days shall be scheduled in the spring for conferences. Kindergarten teachers assigned to two kindergarten sessions on one day shall have four early release days in the fall and four early release days in the spring for the purpose of parent teacher conferences. Conferences on one day in the fall and one day in the spring shall be scheduled in the evening following an early release day, and an administrator shall be present in the building during such scheduled conference time, which shall conclude by 9 p.m. There shall be two days during the school year at the middle and high school level for parent conferencing. These conferences will be held in the afternoon after dismissal from 3 p.m. to 5 p.m. and in the evening from 6 p.m. to 8 p.m. All elementary and secondary teachers, regardless of assignment, are expected to be present at teacher conferences.

7.2 The Board reserves the right to change the work year set forth above. Should the Board change the length of the work year, Appendix A-1 shall be subject to reopening for the year in which such change is effective, and the Board shall negotiate with the Association over the impact of such change, if any, on the members of the bargaining unit.

7.3 All high school faculty shall be required to attend graduation exercises. If the high school faculty votes to wear gowns, they shall be provided at Board expense.

7.4 In addition to the basic work year, guidance counselors shall be required to be available to work on the three (3) days prior to the first teacher work day of the school year. Notification of such assignment shall be provided by May 15.

## ARTICLE 8

### WORK DAY

8.1 The Board and the Association recognize and agree that the teachers' responsibility to their pupils, the school system and their profession entails the performance of duties and the expenditure of time beyond the time period scheduled for pupil attendance, but that the teachers are entitled to regular time schedules on which they can rely in the ordinary course and which will be fairly and evenly maintained to the extent possible throughout the school system. Therefore, except in emergencies and instances of staffing exigencies, and without prejudice to voluntary professional service above and beyond contract requirements, the following shall apply:

8.1.1 The basic teaching day of all members of the group shall include the time period scheduled for pupil attendance plus a minimum of fifteen minutes before and a minimum of twenty minutes following this period. Five minutes of the time before and after school may be reallocated by the principal after consultation with the staff in that school. The time before and after school refers to the time of mandatory attendance. With the agreement of the WEA, the Superintendent or his/her designee may require any teacher to be in attendance up to two hours before or after the time scheduled for pupil attendance, provided that the length of that teacher's working day remains unchanged. When a teacher chooses to be present at school beyond these minimum periods is a matter for the professional discretion of that teacher.

8.1.2 In addition to the basic teaching day, the work day of all members of the group shall include time for supervising pupils, assigned supervisory duties (generally ten minutes of additional supervisory responsibilities), advising and supervising pupil activities, improving the educational program, and conferring with parents. Attendance at scheduled Board-sponsored in-service programs shall be mandatory.

8.1.3 Teachers will be assigned to more than one school only when necessary because of district needs. In such cases, teachers assigned to more than one school will be relieved of extra duties before and after school on days they have a split assignment, and the required time for before and after school attendance described in Article 8.1.1 above will be modified, so as to minimize the impact of the split assignment on such teachers. Such assignments will be rotated among available staff members. When assigning duties, the Board will take into account the impact of responsibilities at more than one school.

8.1.4 The teacher work day on professional development days shall have the same number of hours as regular work days.

8.2 Teachers may normally be required to attend faculty, subject, field, grade level, and special group meetings as well as general staff meetings outside the basic teaching day. No member of the group shall be required to attend more than a total of four such meetings monthly. Such meetings shall be one hour in length on Tuesdays or Wednesdays in accordance with a schedule provided at the beginning of the year.

8.3 All teachers shall have a duty-free period for lunch daily of at least thirty minutes duration and this shall include the right of teachers to leave the building provided that the teacher informs the principal of their destination, time of departure and time of return prior to leaving. Should the period for student lunch be changed to be less than thirty minutes, the Board may adjust the teacher lunch period accordingly, provided that upon request it shall engage in impact bargaining with the Association over any such change.

8.4 Reorganization of School Day - The Board shall also have the right to divide the school day on other than a school length basis in order to accomplish education goals such as, but not limited to, modular scheduling. When the day is divided into other than school length periods, the following provisions shall apply:

8.4.1 Elementary school teachers shall be able to use for preparation the time that special teachers (music, art, physical education and library media) conduct their classes. Elementary specials (music, art and physical education) shall be scheduled a minimum of one (1) hour block time per week plus a minimum of one (1) hour (plus or minus five (5) minutes) flex time per week for planning. For grades kindergarten through five, such preparation time shall be no less than four hundred five (405) minutes over a two week cycle. Should elementary school teachers lose their scheduled preparation time because of the absence of a special teacher, they shall receive a payment equivalent to the supervisory hourly rate specified in Article 25.4. Payment, if any, because of the absence of a special teacher under this Section shall be required only when such teachers are part of the established schedule.

8.4.2 Secondary and middle school teachers may be assigned duties for no more than six-sevenths of the instructional day or the equivalent over the period of a week. Preparation time shall vary with teaching time within a ratio of 1:6 provided that in no event shall preparation time for such regular full-time teachers be less than one-seventh of the instructional day or the equivalent over the period of two weeks, with such preparation time prorated for part-time teachers. Secondary teachers may be assigned to cover a class for an absent teacher, provided that such coverage shall first be assigned (1) to teachers on duty assignments, where reasonably possible, (2) to teachers who have previously signed up to volunteer to provide such coverage. Should secondary teachers, including such volunteers, lose their scheduled preparation time because of the absence of another teacher, they shall receive a payment equivalent to the hourly rate specified in Article 25.4. If it is necessary to assign a teacher at the secondary or middle school level to a sixth class, such assignments shall be voluntary to the extent practicable and shall be made in lieu of the teacher's supervisory period. Should no teacher voluntarily accept such assignment, the Superintendent (or designee) shall consult with the WEA President

before assigning a teacher. Teachers so assigned shall receive a stipend for such sixth class of \$2,000.00 per semester.

8.4.3 In the event the instructional day is divided on other than a seven period basis, the foregoing ratios shall be satisfied to the nearest fifteen minutes of assigned time.

8.4.4 Instructional day, as used above, is defined as that part of the day when pupils are scheduled for instruction.

8.6 The Board reserves the right to change the work day set forth above. Should the Board change the length of the work day, Appendix A-1 shall be subject to reopening for the year in which such change is effective, and the Board shall negotiate with the Association over the impact of such change, if any, on the members of the bargaining unit.

8.7 Emergency Procedures - Should an emergency situation occur which affects the safety of the students and/or employees of the Windsor Public Schools, the following guidelines are set forth to govern an orderly resolution of the emergency.

8.7.1 The Board delegates all responsibility for development and implementation of emergency procedures to the Superintendent of Schools.

8.7.2 The Superintendent has the responsibility to determine and implement emergency procedures which may result in a shortened school day for students and employees.

8.7.3 Should the emergency situation result in an adjustment to the regularly scheduled and published school day schedule, the Superintendent or his/her designee will authorize teachers to be dismissed from their assignments after the last student has safely departed from the school.

8.7.4 The principal of the school, as authorized by the Superintendent or his/her designee will determine when the last student has safely departed and that all of the staff responsibilities have been met in order to safeguard the welfare of the students. The principal will then dismiss teachers from that school site.

8.7.5 Should students not be able to leave the school, the principal may designate staff remain with their students to provide appropriate supervision until the emergency situation has passed or parents have assumed responsibility for their children. In such situations, the Superintendent or his/her designee shall notify the Association president.

8.7.6 In the event of an extreme emergency situation, the Superintendent or his/her designee may deviate from the aforementioned procedure when in the best interest of the safety of students and/or staff. He/she will attempt to notify the president of the Association as soon as possible after the emergency situation has passed to apprise the Association of the circumstances surrounding the deviation from the procedure.

8.8 Job sharing is a voluntary annual arrangement between two teachers and the Board, whereby the teachers shall share the responsibilities of one full-time position. In order to apply for such a job sharing arrangement, the teachers involved must submit a written proposal each year to the Superintendent for consideration. Such proposal must, at a minimum, provide that both teachers shall work teacher workdays, and the proposal shall also provide for meetings between both teachers on a frequent basis, and, where appropriate, the joint development of lesson plans. In situations in which the same students will be taught by both teachers, the proposal shall also provide for additional periodic overlap of schedule.

8.8.1 Teachers on job sharing arrangements are both responsible for attending such parent conferences, open houses, etc. as a full-time teacher would be expected to attend. It is the responsibility of those teachers filling a full time teaching position through job sharing to also cover the fifteen minutes before and the twenty minutes after that time during which pupils are in attendance.

8.8.2 Upon recommendation of the Superintendent and approval of the Board, the sharing of the responsibilities for one full time teaching position by two teachers in accordance with such a proposal is permitted. The approval of any proposal is within the sole discretion of the Board.

8.8.3 Each participating teacher will be paid on a percentage basis proportionate to the amount of time such teacher will normally work in comparison to a normal school day. The combined salary paid to the individuals filling a full time teaching position through participation in job sharing shall be no greater than one hundred percent of the salary for one full time teacher filling that position.

8.8.4 The Board's contribution to medical insurance benefits for each full time teaching position filled by individuals participating in job sharing shall be no greater than the cost of insurance benefits for one full time teacher.

8.9 Any of the provisions of this article may be waived through a site based management committee elected by the faculty of the building, which committee shall include the building principal. No such waiver shall be implemented without the agreement of the Association and the Board. A site based management committee, comprised of representatives of the Board, the Association, teachers and administrators, shall be established to review and develop implementation procedures.

## ARTICLE 9

### ASSIGNMENT, TRANSFER AND PROMOTION

#### 9.1 Assignment

9.1.1 The Board and the Association recognize and agree that the work responsibilities of teachers shall include teaching, planning and preparing instruction, supervising pupils, advising and supervising pupil activities, improving the educational program, conferring with parents, and participating in school community functions. The Board and the Association also recognize and agree that the basic authority for assigning work responsibilities to teachers resides with the principal. Such authority, however, shall be exercised in a reasonable and equitable manner.

9.1.2 All teachers shall receive written notification of any changes in their grade level and subject assignment for the following school year by June 5.

9.1.3 Assignments may be changed after June 5 if circumstances and conditions require. However, if a change is necessary, the teacher shall be notified in writing of the circumstances and conditions. The need for such change shall be reasonable.

9.1.4 A request for change in grade level and subject matter assignment for the following school year shall be made in writing to the principal by January 15.

9.1.5 All vacancies that arise shall be posted as they become available. During the school year this shall be done electronically by email sent to the user group, and interested unit members may apply for such vacancies within five business days of the posting. The Superintendent may fill such vacancies on an interim basis until appointments are made following such posting. Vacancies that occur during the summer months shall be posted electronically on the Windsor Public Schools Website for at least two days before they are filled. Notice of all such posted vacancies shall be sent to the President of the Association.

9.1.6 Should the Board change any job description or job title so as to constitute a change in working conditions that would require negotiations under the Teachers Negotiations Act, it shall notify the Association of any such change to provide the Association an opportunity to request negotiations over the impact of any such change.

#### 9.2 Transfer

##### 9.2.1 Voluntary:

- a. The Superintendent or his/her designee shall notify teachers of existing vacancies within the district through the electronic posting process.



- b. The Superintendent or his/her designees shall interview qualified internal candidates as selected after screening applications. All candidates will be notified.

#### 9.2.2 Involuntary:

- a. Before an involuntary transfer is made, the Superintendent or a member of the Superintendent's staff shall meet with the teacher and a representative of the Association, if requested, to explain the circumstances and conditions.
- b. Following this meeting, the circumstances and conditions shall be confirmed to the teacher in writing.
- c. The need for such transfer shall be reasonable.
- d. Whenever feasible, a teacher who is required to transfer may choose to transfer to any open position for which he/she is qualified. Upon written request, the transferred teacher shall be notified by certified mail if, prior to two weeks before the beginning of the school year, a vacancy arises in the building from which the teacher had been transferred that year. Then, upon written application made within two days of receipt of notification and if qualified for the position, the teacher shall be transferred back to the original building.

#### 9.3 Promotions:

The following procedures shall apply to administrative and supervisory positions outside the bargaining unit.

9.3.1 Notices of openings in such positions shall be posted, clearly setting forth the qualifications for the position, in all schools within seven work days following their announcement, except during the period between school years.

9.3.2 Where the need to fill a vacancy in such positions arises between school years, the Board will notify by mail those teachers who during the preceding school year filed with the Superintendent a written request to be considered for those positions.

9.3.3 Qualification letter: Upon the applicant's request, the Board through the Superintendent or a designee shall either orally or in writing, at the Superintendent's discretion, advise whether the unsuccessful applicant is qualified or not qualified for a promotion and, if not qualified, a suggested course of self-improvement.

9.3.4 The Board through the Superintendent or a designee reserves the right in all cases to choose the most qualified candidate in its judgment for any promotion without

regard to a candidate's prior applications, nor shall a designation of "qualified" in one instance be construed as qualified for any future vacancy.

9.3.5 Such statements whether oral or written or the promotion itself shall not be subject to the grievance procedure nor shall such statements adverse or complimentary be placed in the teacher's file.

## ARTICLE 10

### PERSONAL INJURY BENEFITS

10.1 When a teacher is absent from his/her regular assignment in the event of a disability resulting in a claim under the Town's Worker's Compensation program, the Board shall pay that employee the difference between the compensation payment and his/her regular salary to a maximum of one hundred twenty days.

## ARTICLE 11

### REDUCTION IN FORCE

11.1.1 The Association shall be notified of the need for staff reduction. Initial determination of staff members who are to be released, except in unusual circumstances, shall be in accordance with the following guidelines:

- (1) Volunteer resignations and retirements;
- (2) Transfers;
- (3) Non-tenure teachers in accordance with the criteria set forth in 11.1.3 below;
- (4) Tenure teachers.

This procedure shall not apply to persons employed under a durational shortage area permit, who serve at the discretion of the Superintendent.

11.1.2 In making decisions among teachers in category 11.1.1(4), within certification area, the Board shall apply the criteria set forth in section 11.1.3 below to teachers in seniority bands in the following order:

- I. Persons employed under DSAPs shall be considered for reduction before any certified staff member. The Superintendent shall identify such person(s) for layoff, and such employees shall have no rights under this procedure.
- II. Teachers with 0 through 40 teaching months of service in Windsor as a tenure teacher.

- III. Teachers with 41 through 80 teaching months of service in Windsor as a tenure teacher.
- IV. Teachers with 81 through 120 teaching months of service in Windsor as a tenure teacher.
- V. Teachers with 121 through 160 teaching months of service in Windsor as a tenure teacher.
- VI. Teachers with 161 through 200 teaching months of service in Windsor as a tenure teacher.
- VII. Teachers with 201 to 240 teaching months of service in Windsor as a tenure teacher.
- VIII. Teachers with over 240 teaching months of service in Windsor as a tenure teacher

provided that the Board may consider for lay-off teachers in one or more additional bands to assure that it may apply the criteria in Section 11.1.3 to and make a decision from among at least five teachers or fifty percent of the teachers, whichever is less, currently teaching within the certification area in which the reduction is to be accomplished. Teachers will be added to the group from additional bands in reverse order of seniority. Teaching service shall commence with the first full month of employment as a teacher in Windsor. Tenure status shall be determined in accordance with Conn. Gen. Stat. §10-151.

11.1.3 Within the bands established in 11.1.2, the Board shall consider the following criteria in determining tenured teachers to be laid off:

- (1) Academic degree status and certification;\*
- (2) Skill and ability as determined through written evaluations;
- (3) Total experience in the position in the Windsor Public Schools;
- (4) Total contractual teaching experience in the Windsor Public Schools;
- (5) Recommendations of principals and administrative staff;
- (6) Total teaching experience in any school system;
- (7) Additional course credits.

Within these criteria and when two or more positions must be eliminated with a consequent reduction in staff, when in the judgment of the Superintendent staff members under consideration for layoffs have similar skill and ability, then in that event the least senior teacher in the Windsor

Public Schools shall be laid off. No employee who has been laid off shall be entitled to payment or accrual of any compensation or fringe benefits, whether or not remaining on the reappointment list. However, an employee who is reappointed from the list shall be entitled to reinstatement of any benefits earned or accrued at the time of layoff, and further accrual of salary increments and fringe benefits shall resume where they left off. No years of layoff will be credited as years of service for compensation or retirement purposes.

\* Certification shall be considered to mean that area of certification in which the teacher is actively employed. Although the Board will give consideration to certification of any kind, it is understood that certification in an area which has not been utilized for six or more years will not have the same weight as active certification.

### 11.2 Recall Procedure

If the contract of employment of a teacher is terminated because of elimination of a position, the name of that teacher shall be placed on a reappointment list and remain on such list for a period of two years. If a position becomes open during such period and if the Board unilaterally determines to restrict its selection to the recall list, the teacher determined by the Board as the person on the recall list who is certified and most qualified to hold that position shall be notified in writing by registered mail, sent to the last known address at least thirty days prior to the anticipated date of re-employment where possible. In determining whether a teacher is qualified for reappointment, the Board shall consider that teacher's total years of teaching experience in the Windsor Public Schools, and that teacher's qualifications and ability as determined by an objective evaluation of the teacher's performance. The teacher shall accept or reject the appointment. 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. 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, unless the position offered is less time than the position from which the teacher was laid off.

### 11.3 Submission to Grievance or Arbitration

The provisions of Article 11 shall not be subject to the grievance and arbitration provisions of this contract. It is understood that a layoff is a termination of employment subject to administrative and/or judicial review in the manner set forth in Conn. Gen. Stat. §10-151 as amended, and in no other manner.

11.4 All administrators employed by the Board who are covered by the provisions of the teacher fair dismissal (tenure) law and who are laid off from work due to a reduction in administrative staff shall have rights to displace teachers covered by this agreement, in positions where said administrators are qualified and certified as determined by Article 11 of this agreement in a manner provided by applicable law. No administrator shall be discriminated

against with respect to such displacement rights by virtue of his/her service outside the teacher bargaining unit.

## ARTICLE 12

### SICK LEAVE

12.1 Each professional employee in the group shall be entitled to a minimum sick leave with full pay of fifteen days each school year. Unused sick leave shall be accumulated from year to year, so long as the employee remains continuously in the service of the Board, and as authorized by the Board, but such accumulation of sick leave shall not be more than one hundred and sixty-five days. With the additional fifteen days provided each year, 180 days shall be the maximum total available sick leave in any year. This shall be known as Class I leave under policy.

12.2 Each professional employee in the group shall be entitled to fifteen days additional sick leave when Class I leave is exhausted at full pay each day less the per diem rate for substitutes. This shall be known as Class II leave under policy and may be extended by special vote of the Board. Effective July 1, 2011, such leave shall be limited to tenured employees.

## ARTICLE 13

### PERSONAL AND OTHER LEAVE

13.1 All teachers shall be entitled annually to a total of six days personal leave annually with full pay. The following definitions and limitations shall govern such leave:

13.1.1 Personal leave shall not accumulate from year to year.

13.1.2 Each member of the group shall be entitled to six days leave of absence with pay for the following matters of pressing personal concern: legal matters (which after good faith effort cannot be scheduled or accommodated outside of the school day), birth of one's child, adoption or placement of a child, religious holidays, illness in the immediate family, marriage in the immediate family, death of a person, including close friend, who is not part of the immediate family or graduation in the immediate family, including one's own graduation, provided the graduation occurs during school hours and the member attends such graduation ceremony. A son, daughter, mother, father, sister, brother and any regular resident of employee's immediate household shall constitute the immediate family. Upon application to and approval of the Superintendent or his/her designee, one of these days may be used for a personal emergency that cannot be accommodated outside of the school day and/or the school year (e.g. child's PPT or parent-teacher conference, transporting child to and from college, taking a parent to a doctor's appointment).

13.1.3 The Association and the Board jointly accept the responsibility to encourage staff members to use leave of absence days with discretion. The Association shall receive annually a list of all staff members who have used leave of absence days and the number of such days used. Such leave of absence shall not be utilized for vacation, recreational, or other purposes not consistent with the permitted uses for legal, religious holidays, household or family matters.

13.2 All teachers shall be entitled to a total of three days leave of absence annually with full pay for death in the immediate family. A spouse, son, daughter, mother, father, mother-in-law, father-in-law, grandparents, grandparents of spouse, sister, brother, sister-in-law and brother-in-law and any regular resident of employee's immediate household shall constitute the immediate family only. Such leave shall not accumulate from year to year.

13.3 Application for leave hereunder shall be made to the immediate supervisor at least forty-eight hours before taking such leave (except in the case of emergencies) and such leave shall be granted automatically except in cases of hardship or disability to the school system as determined by the immediate supervisor.

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

13.5 Additional days beyond the limits provided in this Article may be granted without pay by the Superintendent for extenuating circumstances.

13.6 For absences without pay, the per diem rate of deduction shall be based on the number of work days set forth in Article 7.1.

13.7 Teachers called for jury duty during the regular school year shall notify the Superintendent within two days of receipt of notification. Teachers not excused shall be paid the difference between the per diem jury duty fee and the per diem amount of their salary for days they serve such jury duty.

13.8 Upon request of her physician, subject to consultation with the school medical advisor, a pregnant teacher may be excused from her duties when there exists a risk of contagion of a disease potentially harmful to the fetus (including but not limited to Fifth Disease). Such leave shall be charged to sick leave to the extent accrued and shall thereafter be without pay but with benefits. Such teachers shall return after tests establish immunity from the disease or when otherwise her physician, in consultation with the school medical advisor, determines the teacher may return to work.

## ARTICLE 14

### SABBATICAL LEAVE - RULES AND REGULATIONS

#### 14.1 Authorization

14.1.1 Sabbatical leave of absence may be granted to members of the group. The granting of such leave is subject to the approval of the Board upon the recommendation of the Superintendent of Schools, when in their considered judgment the professional competence of the staff member and the general welfare of the public school system will be benefited and that the costs are justified in view of the other financial obligations of the Board.

14.1.2 The rules and regulations of the Windsor Sabbatical Leave Program are made a part hereof and shall be interpreted in accordance with the following provisions:

- (a) After a certified teacher has been employed at least seven consecutive years in the Windsor Public Schools, the Board may grant said teacher a sabbatical leave for professional improvement not to exceed two consecutive college semesters at any one time, provided, however, that the teacher holds a professional certificate and has earned a master's degree or has completed 32 graduate hours of which 30 must be in a planned program. During that sabbatical leave, the teacher shall continue in the employ of the said board, shall have a contract, and shall be paid compensation as provided in the rules and regulations of said Board. Said Board shall not be held liable for death, injuries or other liabilities sustained or incurred by any teacher while on sabbatical leave.

Arrangements to participate in the State Teachers Retirement System and payments to the State Teachers Retirement System while on sabbatical leave shall be solely the responsibility of the staff member on leave. The Board agrees to make a fixed monthly deduction for retirement from the teacher's sabbatical salary if the teacher requests said deduction in writing.

- (b) A teacher upon return from a sabbatical leave shall be restored to his/her teacher position or to a position of like nature insofar as is possible. Said teacher shall be entitled at that time to participate in any other benefits that may be provided for by rules and regulations of the Board.

#### 14.2 Eligibility and Qualifications

Any member of the group who meets the following qualifications shall be eligible to apply for sabbatical leave:

- 14.2.1 Applicant must hold a Professional Educator Certificate.

14.2.2 Applicant must hold an earned Master's Degree or have completed 32 graduate hours of which 30 must be in a planned program.

14.2.3 Applicant must have seven consecutive years of satisfactory service as a full-time certified employee in the Windsor Public School System. While leave time granted by the Board shall not be considered service time, it shall be disregarded in determining consecutive years of service.

14.2.4 A maximum of one percent of the professional employees may be granted sabbatical leave each year. Insofar as possible, a proportionate division of leaves shall be made with regard to the separate professional groupings within the group.

14.2.5 A sabbatical leave may be granted for a period of not less than one full semester nor for more than two full consecutive college semesters.

14.2.6 As a condition to receiving final approval for a sabbatical leave, a staff member shall file with the Superintendent of Schools a written agreement to remain in the service of the Windsor Public School System for a period of one year immediately following the expiration of said leave.

### 14.3 Purpose of Sabbatical Leave

14.3.1 Sabbatical leave is given to professional personnel to permit them to improve their ability to render educational service. Such improvement is usually achieved by formal study, research and/or educational writing. Application for sabbatical leave for other types of experiences will be considered on their merits and may be approved by the Board upon the recommendations of the Superintendent.

14.3.2 The following information shall be included in the application for sabbatical leave as evidence of the teacher's intention to fulfill the purposes for which such leave shall be granted:

(a) For Formal Study:

A program of work should be outlined which will indicate as its purpose general professional improvements in relationship to staff member's present assignment. The proposed study must be part of an approved graduate level program at an accredited college or university.

(b) For Research and/or Writing:

The proposed project shall be outlined and approved in relation to the present or prospective service of the applicant in the Windsor Public Schools. The proposed project shall be approved by a graduate college or university as part of a formal program of study.



#### 14.4 Application Requirements and Procedures

14.4.1 Application for sabbatical leave shall be filed with the Superintendent of Schools on or before November 15 of the school year prior to the requested leave, and shall set forth the benefits which such leave will have to both the school system and the employee.

14.4.2 After review of a member's application for sabbatical leave, the Superintendent will direct the request with a recommendation to the Board. The Board will notify the member of acceptance or rejection of the request by April 1 of the school year in which the application was submitted.

14.4.3 The following factors shall govern in reviewing and approving sabbatical leave applications:

- (a) In recommending approval of an application, the Superintendent shall consider the following factors:
  - 1. Date of filing application.
  - 2. Purpose of the leave.
  - 3. Seniority of service in the school system.
  - 4. Professional growth of the staff member.
  - 5. Potential benefit to the school system.
  - 6. The expense to the school system.
- (b) Granting of approval of a sabbatical leave by the Board shall be contingent upon securing an employee qualified to assume the applicant's duties.
- (c) After commencement of a sabbatical leave, it shall not be terminated before the date of expiration, except as otherwise provided herein or as otherwise agreed upon by the Superintendent and the Board.

#### 14.5 Requirements and Status While On Sabbatical Leave

14.5.1 Financial Policies:

- a. The salary paid by the Board to the staff member on sabbatical leave shall be the master's degree minimum or two-thirds of the basic teacher's salary, whichever is greater in effect during the leave period and shall not include differentials, extra stipends or ratios. In the event a recipient receives cash awards or grants, the sabbatical leave salary shall be reduced if the total received exceeds the basic teacher's salary (excluding differentials, extra stipends or ratios). Such reduction shall be limited to the amount the total received exceeds said basic salary.

- b. Payment of salary to a staff member on sabbatical leave shall be made in accordance with the provisions of the Board in payment of salary to other members of the professional staff. The employee on leave shall be responsible for keeping the business office notified as to his/her address.
- c. The Superintendent shall be notified promptly of accident or illness. This notice shall be sent within ten days after an accident or the beginning of illness. Upon request, evidence of such accident or illness shall be provided for the Superintendent's consideration.
- d. A sabbatical leave granted to a regular employee of the professional staff shall also operate as a leave of absence without pay from all other school activities.
- e. While on approved sabbatical leave, the teacher will be allowed to continue participating in the health benefit plan and co-payment of benefits in effect for the other members of the unit.
- f. Notwithstanding the provisions of this Article, the Board reserves the right to offer a sabbatical leave under different conditions regarding pay, benefits and duration of such leave, provided however, that any such leave shall be voluntary.

#### 14.5.2 Reports Required While on Sabbatical Leave:

Any employee on Sabbatical Leave shall report to the Superintendent as follows:

- a. The employee shall immediately request approval from the Superintendent for substantial changes in the planned program of the leave as outlined in the approved application.
- b. An interim report shall be filed at the mid-point of the leave period or at any time deemed necessary by the Superintendent. This report shall contain sufficient information to enable the Superintendent to determine that the leave is being utilized in the approved manner.
- c. A final report shall be filed with the Superintendent in accordance with the provisions as stated in a following section.

#### 14.6 Requirements and Status Upon Returning From Sabbatical Leave

14.6.1 At the expiration of a sabbatical leave, the employee shall be restored to his/her position or to a position of like nature, seniority, status, and pay; provided that the employee remains eligible for reinstatement under other rules and regulations of the Board.

14.6.2 If an employee does not remain in the Windsor Public Schools for one year immediately following sabbatical leave, the employee shall rebate the compensation for that proportion of this period he/she is not in the employ of the Board. This repayment shall be made within one year following the date service in the Windsor Public Schools terminates. However, the Board may waive this requirement or grant a grace period before the one year repayment period commences.

14.6.3 Each employee returning from sabbatical leave shall file a final written report with the Superintendent not later than a month after the day on which the employee again takes up active service. The report shall include the names of the institutions attended, program pursued, transcript of credits received, experience gained, together with the applicant's appraisal of the professional value of the activities while on leave and the manner in which the knowledge and experience gained may be applied to the benefit of the school system.

14.6.4 An employee shall not be considered as having completed the requirements of the sabbatical leave until the final report has been approved by the Superintendent. At his/her discretion, the Superintendent may require proof that the program as presented by the applicant has been followed. When approved by the Superintendent, these final reports shall be transmitted to the Board.

### ARTICLE 15

#### CHILDBEARING LEAVE

15.1 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be treated as temporary disabilities for all job-related purposes. (The term "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in Section 10-156 of the Connecticut General Statutes.)

15.2 Accumulated sick leave shall be available for use during periods of such disability.

15.3 Disability leave beyond any accumulated sick leave shall be available for such reasonable further period of time as a female employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto.

15.4 Policies involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.

15.5 Pregnancy or childbirth shall not be a basis for termination of employment or compulsory resignation.

15.6 Unit members who are adopting an infant less than one year of age are eligible to use the provisions of this Article to cover an absence of up to six weeks, beginning on the date that the child is given into the custody of the adopting parent. During this absence, the unit member may use accumulated sick leave, Class II leave and/or leave without pay.

## ARTICLE 16

### CHILDREARING LEAVE

16.1 Childrearing leave of absence may be granted for one year by the Board based upon the recommendation of the Superintendent of Schools. Such leave of absence must be requested in writing prior to the commencement of childbearing leave and shall be taken for the remainder of the academic year then in effect and, if stated in the request, for the entire academic year following. Male members of the group shall apply for such leave at least six weeks prior to the expected delivery date certified by a physician. In the case of adoption, the written request must be submitted to the Superintendent within five days of the agency approval of the teacher as an adopting parent.

16.2 The Board shall reinstate the teacher to the original or an equivalent position at the start of the following school year, providing the teacher has given notice of intent to return by March 1st of the school year in which the leave is taken. A teacher on leave of absence under this Article shall, upon return from leave, be placed on that step of the prevailing applicable salary schedule which represents the amount of teaching experience the Board recognized at the time the leave commenced. The above provision shall not require the Board to create a position for a teacher returning from leave. If a teacher's former position has been eliminated, the teacher shall be considered along with actively employed teachers in accordance with Article 11.

## ARTICLE 17

### MILITARY LEAVE

17.1 Military leave of absence shall be granted to any teacher who is inducted into any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed on the salary schedule at the level which the teacher would have achieved had the teacher

remained actively employed in the system during the period of absence, provided, however, that such increase shall not exceed that obtainable with a maximum of two years of service.

17.2 Upon return from such leave, a teacher will be assigned to the same position, if available, or, if not available, to a substantially equivalent position.

17.3 Teachers shall be granted the difference between their regular pay and their military pay for a period not to exceed thirty days while on compulsory training or an emergency call.

## ARTICLE 18

### ASSOCIATION LEAVE

18.1 The Board agrees that one teacher designated by the Association shall, upon request, be granted a leave of absence for one full school year renewable for up to three full school years without pay to serve as a full-time elected executive officer of the Connecticut Educational Association or a full-time elected executive officer of the National Education Association. A teacher on leave of absence under this Article for at least one full school year shall, upon return from leave, be placed one step higher on the prevailing applicable salary schedule than that teacher's placement at the commencement of leave.

18.2 The President of the Association shall not be assigned duties before or after the school day during the school year(s) he/she serves in this office. The President shall have release time of one period per week as needed.

## ARTICLE 19

### PROFESSIONAL LEAVE

19.1 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 improvement of a teacher's instructional effectiveness, the Superintendent may grant convention or conference leaves, or permission to observe an activity in another school building or school system to the teacher without loss of pay.

19.2 The Board agrees to reimburse all teachers for all reasonable expenses, as approved in advance, incurred in attending a convention or conference, regardless of geographical location, or observing activities in another school system as an official representative of the Windsor Public Schools designated by the Superintendent.

19.3 Professional leave days to attend summer school may be granted by the Superintendent in cases in which members of the professional staff must leave before the end of the school year. However, the Superintendent in making a decision in such cases shall take into

account the number of professional staff members involved in a school, department, or grade level and the feasibility of the professional staff member concerned to arrange for fulfilling his/her responsibilities. The substitute's pay for each day of leave shall be deducted from the final check in June. If the summer school program provides a stipend payment and the stipend payment period commences during the leave time, a per diem stipend rate for each leave day involved in addition to the substitute's pay shall be deducted from the final check in June. Requests for such leave shall be received by the Superintendent no later than May 15.

19.4 Professional development activities sponsored by the Windsor Education Association, the Connecticut Education Association and/or the National Education Association may be considered for leave in accordance with Section 19.1 above.

## ARTICLE 20

### ASSOCIATION USE OF SCHOOL FACILITIES

20.1 The Association as the exclusive negotiating representative of the professional staff, realizing its obligation to represent and communicate to all members of the unit, shall be afforded the following privileges:

20.1.1 The school mailboxes may be used to facilitate the dissemination of the Association material in accordance with guidelines jointly established by the Superintendent and the President of the Association.

20.1.2 The Association shall be provided bulletin board space for the purpose of posting notices and other materials related to Association activities. The Association and its building representative shall have the responsibility for and prerogative of posting materials in accordance with guidelines jointly established by the Superintendent and the President of the Association.

20.1.3 A copy of all materials distributed through mailboxes and/or posted shall be given to the building principal and Superintendent of Schools previous to being distributed or posted.

20.1.4 Copies of the agenda of all regular Board meetings shall be sent to the Association President at the same time they are sent to Board members.

20.1.5 Sufficient copies of current Board Policy shall be given to the Association President for distribution to building representatives. Approved changes in Board Policy and Administrative Regulations shall be given to the Association President within five school days after their adoption.

## ARTICLE 21

### SALARY

21.1 The salaries of all persons covered by this Agreement are set forth in Appendix A-1 and A-2 which are attached hereto and made a part of this Agreement.

21.2 Salary payments shall be made by direct deposit every two weeks on a Friday.

21.3 Teachers shall be paid in 22 installments which shall be equal except that, if the first regular pay day of the school year falls in the first week of work, teachers will be paid in that installment only for days worked through said payday, with only statutory deductions. The final check shall be paid on the last day of work. Any unscheduled checks shall be by mutual agreement.

## ARTICLE 22

### INSURANCE BENEFITS

22.1 The group insurance program for the benefit of the teachers herein (referred to herein also as the "Covered Employees" or "Individuals," and their covered dependents collectively as "family(ies)") shall be as follows:

22.1.1 The teachers shall make an annual election of health plan Options available to them. Changes during the year will be permitted only if a "Qualified Life Event," as enumerated in IRC Section 125 and defined below, occurs, and such change is elected within thirty (30) days of the occurrence of the qualifying life event. Changes then requested must be on account of and consistent with the Life Event. Election changes among or between the PPO and HMO Options, made annually or as a result of a Qualified Life Event, shall be permitted without the imposition of pre-existing condition limits, late entrant requirements, or medical evidence requirements.

22.1.2 "Qualified Life Events" are defined as follows:

- a. The Covered Employee's marriage or divorce,
- b. The death of the Covered Employee's spouse or dependent,
- c. The birth or adoption of a child of the Covered Employee,
- d. Termination of employment or commencement of employment of the Covered Employee's spouse,
- e. The Covered Employee or his/her spouse switches from full-time to part-time or part-time to full-time employment,

- f. The taking of an unpaid leave of absence by the Covered Employee or his/her spouse,
- g. Separation from service,
- h. A significant change in the cost of the plan which causes a corresponding increase in the Covered Employee's contribution during the plan year, or
- i. A significant change in the health coverage of the Covered Employee or spouse due to the spouse's employment.

22.1.3 "Covered Charges" - For the purposes of this Article, the term "Covered Charges" shall mean any charges, or portions thereof, for healthcare expenses deemed reimbursable under the policy of coverage provided Windsor Public Schools by Anthem Blue Cross and Blue Shield of Connecticut.

#### THE PREFERRED PROVIDER OPTION (PPO)

22.1.4 For those teachers electing the Preferred Provider Option ("PPO Option"), the Board will pay at least 82% in 2013-2014, 81% in 2014-2015 and 80% in 2015-2016, of the premium cost for the class of enrollment (i.e., individual, two person or family coverage) for the plan, and the Covered Employee is to pay no more than 18% in 2013-2014, 19% in 2014-2015 and 20% in 2015-2016 of the premium for the class of enrollment chosen.

22.1.5 The PPO Option shall be a comprehensive major medical plan. Reimbursement for covered charges shall vary depending upon whether or not a provider of services enrolled in the provider network ("Network Provider") is used. When care and treatment is rendered by a Network Provider, the plan will reimburse the Covered Employee in accordance with the "In-Network Reimbursement Formula" (described below).

22.1.6 THE PPO IN-NETWORK REIMBURSEMENT FORMULA - Visits to a Provider physician will require an employee co-payment of twenty-five dollars (\$25) per visit in 2013-2014 and 2014-2015 and thirty dollars (\$30) per visit in 2015-2016, with reimbursement of the balance of Covered Charges at 100%. Other Covered Charges made by Network Providers will be reimbursed at 100%.

22.1.7 THE PPO OUT-OF-NETWORK REIMBURSEMENT FORMULA - When a Covered Employee enrolled in the PPO Option elects to receive care and treatment from a provider who is not a Network Provider, all Covered Charges shall be subject to a deductible of five hundred dollars (\$500) for individuals, one thousand dollars (\$1,000) for two persons and fifteen hundred dollars (\$1,500) for families. The



plan will reimburse employees for out-of-network Covered Services at the rate of seventy percent (70%) of the first \$5,000 for individuals, \$10,000 for two persons, \$13,333 for families, (resulting in out-of-pocket maximums of \$2,000/\$4,000/\$5,000) and 100% thereafter, provided that out-of-network emergency care, for which an in-network provider is not accessible, will be covered as in-network care.

22.1.8 The PPO Option shall contain a Utilization Review and Prescription Drug Plan as described below in paragraphs 22.1.13 and 22.1.14. Mental/nervous, psychiatric care and alcohol/substance abuse treatment will be covered at the levels mandated by state requirements for insured plans.

#### THE UTILIZATION REVIEW PROGRAM

22.1.9 A comprehensive utilization management program shall be a part of the PPO Option, providing for precertifications of all hospitalizations, and surgeries; discharge planning and voluntary large case management, as provided for under the Anthem Blue Cross and Blue Shield of Connecticut Utilization Review program, ("Utilization Review Procedures"). Failure to follow the Utilization Review Procedures will result in a reduction of reimbursement of Covered Charges by 25%. However, if compliance with the program's procedures exceeds 98% of the cases requiring compliance with these procedures in a given quarter, then no penalty will apply in the succeeding quarter.

#### THE PRESCRIPTION DRUG PROGRAM

22.1.10 There shall be a formulary model prescription drug plan with co-payment of \$10 for generic drugs, \$25 for brand preferred drugs, and \$40 for brand non-preferred drugs, with mail order co-pays of 2x retail. Beginning in 2013-2014, Preferred Drug Step Therapy will be instituted.

22.1.11 The Board reserves the right to reduce the amount an employee must contribute for any of the options.

22.1.12 For purposes of this Agreement, a Network Provider is defined to mean a physician, facility or other medical provider under contract with the carrier or affiliated with the carrier chosen to administer the health benefits plan. The carrier retains the final determination with respect to whether a provider is a Network Provider under the terms of this Agreement.

#### LONG TERM DISABILITY

22.1.13 The Board will make a Prudential long term disability plan available to employees, with the Board contributing fifty percent (50%) of the cost of the premium for participating employees.

## LONG TERM CARE

22.1.14 The Board shall make available to employees, on a fully contributory, employee pay all basis, a long term care insurance plan.

## LIFE INSURANCE PROGRAM

22.1.15 Term life insurance in the amount of annual salary rounded to the nearest \$1,000 shall be provided to the individual teacher; ninety percent (90%) of the premium shall be paid by the Board and ten percent (10%) shall be paid by the Covered Employee, in accordance with the Board's master contract with the insurance carrier.

22.1.16 The individual may participate in a supplemental group term life insurance program in the amount equal to his/her annual salary rate, with the cost shared equally by the teacher and the Board (50%/50%).

## DENTAL INSURANCE

22.1.17 The Board shall provide teachers with an individual/family dental plan. The plan will provide coverage for caps and crowns. The Board shall pay ninety percent (90%) of the premium for individual coverage and the Covered Employee shall pay ten percent (10%) of the applicable premium. Covered Employees may buy the family plan at their own additional expense and the Board shall pay seventy-five percent (75%) of the premium for Covered Employees electing such family coverage. This benefit shall be subject to a \$2,500 per person annual maximum.

## VISION INSURANCE

22.1.18 The Board shall provide teachers with an individual/family vision plan as described in Appendix A-5. All benefits payable are subject to the provisions, limitations and exclusions contained in the group plan.

## MISCELLANEOUS

22.1.19 The Board shall meet and confer with the Association prior to implementing any change in insurance carriers. If the Board elects to provide insurance coverage through alternative carriers, it will provide benefits equal to or better than the current coverage. If the Association does not agree to a proposed change in carriers, it may file a grievance commencing at Level 3, which grievance shall be resolved prior to the implementation of such change.

22.1.20 The Board shall make an I.R.C. Section 125 Plan available to employees for payment of premium contribution. The Board shall make available to eligible employees a Health Care and Dependent Care flexible spending account.

22.1.21 For purposes of Section 22.1 “covered dependents” shall include same sex domestic partners as defined by Anthem Blue Cross and Blue Shield of Connecticut.

#### HEALTH BENEFITS COMMITTEE

22.1.22 There shall be a joint Health Benefits Committee (three members from the Association, three members from the Board or their designees) to address health benefits and related issues. The Committee shall review health insurance programs that may reduce costs and provide improved coverages. By mutual agreement, the parties may invite representatives of other bargaining units to specified meetings of the Committee. The Board shall retain a consultant of its choice at its expense, and the Association reserves the right to retain a consultant at its expense. Should the Health Benefits Committee develop recommendations acceptable to both the Board and the Association, the parties may choose to implement such recommendations upon mutual agreement in writing.

22.1.23. During the 2013-2014 year, the Committee shall review the possibility of establishing a high deductible health savings account. The Board acknowledges its obligation to bargain with the Association over the establishment of an HD-HSA insurance plan.

#### ARTICLE 23

##### EXTRA PAY FOR EXTRA DUTY

23.1 The basic work year covered by the Teachers' Salary Schedule of all members of the group may include a maximum of fifty hours for athletic and intramural coaching and extracurricular pupil advisory and supervisory assignments outside the basic teaching day, except that in accordance with Appendix A-3, III, extra compensation shall be paid for specially assigned evening and non-school day duties relating to athletic, extracurricular and student social or cultural activities. The Board and the Association recognize and agree that the principal has the authority to assign teachers to such assignments. Such authority, however, shall be exercised in a reasonable and equitable manner.

23.2 A teacher shall be relieved of an athletic assignment, an intramural assignment or an extracurricular advisory or supervisory assignment at his/her written request to the principal made at least three months in advance of the date the teacher wishes to be relieved. A teacher relieved of one assignment may be assigned to another.

23.3 It is recognized that certain athletic and intramural coaching and extra-curricular pupil advisory and supervisory assignments involve time beyond the required fifty hours and for this extra time the Board agrees to extra pay. The amount of and conditions for payment for each such assignment are set forth in Appendix A-3 which is attached hereto and made a part of this Agreement.

23.4 Notwithstanding the above, a teacher, after serving two years from the date of notice of resignation in any extra duty position, will not be required to work in an extra duty

position for the third year. The intent of this provision is to allow a teacher, after filing proper notice, to be exempt from the obligation to serve in an extra duty position for a period of one year after serving at least two consecutive years.

## ARTICLE 24

### EDUCATIONAL BENEFITS

24.1 Upon satisfactory completion of a course and submission of proof of payment, certified professional employees covered by this Agreement shall be reimbursed by the Board at the rate of \$100.00 per credit. Payments for such coursework shall be made only under the following conditions:

24.1.1 The course must be a graduate level course in a course of study for the master's degree, the sixth year degree or the doctorate in a course directly related to the teacher's assignment or to education, as approved by the Superintendent.

24.1.2 Reimbursement shall be limited to a maximum of nine semester hours for any one calendar year, and three semester hours in any one semester or term except during the summer, provided that requests for reimbursement beyond six hours in a given year may not be submitted prior to March 1 of that year. Subject to the other provisions of this Article, up to a total of nine semester hours shall be approved for reimbursement for coursework successfully completed taken during the summer semester.

24.1.3 Reimbursement shall be made following the satisfactory completion of the course with a grade of B or better.

24.1.4 The coursework shall be related to the teacher's assignment or the needs of the school district.

24.1.5 No more than \$40,000 per year shall be expended by the Board for this tuition reimbursement plan.

24.1.6 The Board shall establish an annual stipend of \$2,000 for classroom teachers for the attainment of National Board Certification as certified by the National Board for Professional Teaching Standards (NBPTS). Compensation shall be adjusted on a pro-rata basis if certification is earned during the work year. The Board shall also subsidize fifty percent (50%) of the employee's application/assessment fee.

24.1.7 Teachers taking courses during the summer shall receive reimbursement pursuant to this Article in the first paycheck following September 30.

24.2 The present salary schedule has four degree levels, each with its own salary increments. These degree levels shall be defined as follows:

BA: Based on a Bachelor's Degree from an accredited college or university and an appropriate certification by the Connecticut State Board of Education.

MA: Based on the attainment of a Master's Degree from an accredited college or university.

6<sup>th</sup>: Based on the attainment of a 6<sup>th</sup> Level Degree, Certificate of Advanced Graduate Studies, a second Master's Degree of at least thirty (30) credits, or completion of a prior approved planned program of at least thirty (30) credits at the Master's level. Master's degrees of 60 credits or more may be placed directly on the 6<sup>th</sup> level at the Superintendent's discretion.

DOC: Based on the attainment of a Doctoral Degree acquired from an institution accredited by an affiliate of the Association of Colleges and Secondary Schools. Such Doctoral Degrees must be directly related to the field of education or subject area studies, e.g., Ph.D., or Ed.D.

Notwithstanding the foregoing, successful completion of any program approved by the Superintendent on or before June 30, 2010 shall result in the granting of salary track credit as approved.

## ARTICLE 25

### SPECIAL SCHOOL PROGRAMS

25.1 The following provisions shall apply for summer school and adult school:

25.1.1 All other bases of qualification being essentially equal, applicants from within the school system shall be given preference over applicants from outside the school system for positions in the summer school and the adult school.

25.1.2 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.

25.1.3 Notices of all openings for these positions shall be posted, clearly setting forth the qualifications for the position, in all schools as soon after they become available as possible.

25.2 Compensation for any teacher required to work beyond the regular school year as approved by the Superintendent in advance shall be at his or her per diem rate for such days, except as provided by paragraph 25.4. When unit members work additional work days under this provision (or under Appendix A-2) as approved in advance based on district needs, such additional work days shall be contiguous to the scheduled work year for teachers or shall otherwise be scheduled by mutual agreement. Such days may be scheduled as whole days or partial days.

25.3 Overnight Field Trips: If a teacher volunteers for an overnight field trip and the Board has approved the trip, the teacher with other members of the professional staff, will be expected to provide appropriate and necessary supervision to the participating students as directed by the staff member in charge.

25.4 Hourly rates for work beyond the teacher work year including staff work on curriculum projects, compensated staff development and approved work with students in instructional clusters shall be

2013-2014	2014-2015	2015-2016
\$34	\$35	\$36

25.5 Staff development activities (excluding the 18 hours of mandated CEU activities) may be made available on a voluntary basis without compensation.

## ARTICLE 26

### PAYROLL DEDUCTIONS

26.1 The Board agrees to make fixed monthly payroll deductions for all personnel covered herein for employee insurance payments and the Tobacco Valley Teachers' Federal Credit Union upon written requests of the employee requesting said deductions.

#### 26.2 Dues Deduction and Service Fee

26.2.1 All teachers employed by the Board 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 no more than ninety percent (90%) of the Association dues uniformly required of members, but in no case greater than the proportionate cost of collective bargaining, contract administration and grievance adjustment.

26.2.2 All teachers who elect to join the Association shall sign and deliver to the Association, if they have not already done so, an authorization for the payroll deduction of membership dues of the Association. Said authorization shall be delivered to the Board and shall continue in effect from year to year, unless such teacher shall notify the Board and the Association in writing in the month of August of any year, that he/she no longer authorizes deduction of membership dues of the Association. If said notice is

timely delivered, it shall mean that in the coming school year said teacher shall pay the service fee as described in paragraph 26.2.1 via payroll deduction.

26.2.3 The Board agrees to deduct from each teacher an amount equal to the Association membership dues or service fee by means of payroll deductions. The deduction from each paycheck of membership dues shall be made in seventeen (17) equal installments, commencing from the second paycheck in October and then from the first two paychecks in each following month. The amount of Association membership dues shall be certified by the Association to the Board prior to August 15. The amount of the service fee shall be certified by the Association to the Board prior to January 2.

26.2.4 Those teachers commencing employment after the start of the school year shall sign and deliver to the Board an authorization card as described in paragraph 26.2.2. Deductions of Association membership dues shall commence with following pay period.

26.2.5 After service fee deductions commence (paragraph 26.2.3), newly hired teachers shall be subject to service fee deductions until such time that they deliver to the Board an authorization card as described in paragraph 26.2.2. Deductions for Association membership dues shall commence with the pay period following delivery of authorization.

26.2.6 The Board agrees to forward to the Association treasurer, each month, a check for the amount of money deducted during that month. The Board shall include a list of the teachers for whom such deductions were made.

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

26.2.8 The Association agrees to indemnify and hold the Board harmless against any or all claims, demands, suits or other forms of liability including attorneys' fees and the cost of administrative hearings that shall or may arise out of, or by reason of, action taken by the Board for the purpose of complying with the provisions of this article.

## ARTICLE 27

### SUBSTITUTES

27.1 Teachers shall keep up-to-date seating arrangement charts and teaching plans for substitutes.

27.2 Principals shall have the authority in emergencies to assign teachers to substitute during their planning periods on a per period rotation basis. No teacher during a planning period shall be required to cover another teacher's class except as his/her turn appears on the rotation list.

## ARTICLE 28

### CONSULTATION PROCEDURE

28.1 It is recognized by the Board and the Association that means should exist for the Board and the Association to communicate generally on professional and educational matters. It is recognized also that means should exist for the Board and the Association to communicate specifically on the interpretation and administration of the provisions of this Agreement.

28.2 To provide for general communication between the Board and the Association on professional and educational matters, it is agreed that the Superintendent as the executive agent of the Board and the President of the Association shall meet as necessary. Either the Superintendent or the President of the Association may request such a meeting and a meeting shall be held within ten days of such request unless both parties agree to a later date. A request for a meeting must be in writing and must state the purpose of the meeting. Both parties may be represented as such meetings by members of their respective groups of their own choosing.

28.3 To provide for specific communication between the Board and the Association on interpretation and administration of the provisions of this Agreement, it is agreed that the negotiating agents designated by the Board and the Association shall meet as necessary. Either negotiating agent may request such a meeting and a meeting shall be held within ten days unless both parties agree to a later date. A request for a meeting must be in writing and must state the purpose of the meeting.

28.4 The Board and the Association shall establish a Committee to discuss and make recommendations on attraction and retention issues. The Committee's recommendations may be implemented by mutual agreement in writing.

## ARTICLE 29

### AMENDMENT

29.1 This Agreement shall not be altered, amended, or changed unless agreed by the parties hereto which agreement shall be in writing signed by both the Board and the Association. Any amendment shall be appended hereto and made a part thereof.

## ARTICLE 30

### DURATION

30.1 The provisions of this Agreement shall be effective pursuant to statute commencing on July 1, 2013 and shall continue in full force and effect to and including June 30, 2016.



## ARTICLE 31

### MISCELLANEOUS

31.1 When the Board requires physical examinations of teachers, it will reimburse such teachers for the cost of such physical examinations, up to a maximum of \$100.00.

31.2 Part-time teachers are defined as teachers assigned to less than a normal teaching load. Such teachers are covered by this Agreement, under the following terms. Part-time teachers assigned to one-half or more of a normal teaching load shall receive the insurance benefits set forth in Article 22. Part-time teachers assigned less than one-half of a normal teaching load do not receive the insurance benefits set forth in Article 22, but they may participate in such benefits at their own expense.

31.3 No teacher shall receive a written reprimand or be suspended without pay except for just cause.

## ARTICLE 32

### NON-DISCRIMINATION

32.1 In the application of the provisions of this contract, no unlawful discrimination shall be made. Given that discrimination claims can be made in other forums, this statement is included for information purposes and is not subject to the grievance procedure.

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.

Date \_\_\_\_\_

WINDSOR BOARD OF EDUCATION

By \_\_\_\_\_  
Its President

Date \_\_\_\_\_

WINDSOR EDUCATION ASSOCIATION

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its President

APPENDIX A-1

SALARY SCHEDULE

**2013-2014**

Step	BA	MA	6th	DOC
A				
2	45,605	48,319	50,501	53,490
3	47,671	50,519	52,853	55,861
4	49,832	52,818	55,315	58,338
5	52,090	55,222	57,891	60,924
6	54,450	57,735	60,587	63,625
7		60,363	63,409	66,445
8		63,110	66,362	69,391
9		65,983	69,453	72,467
10		68,986	72,688	75,679
11		72,126	76,073	79,034
12		75,408	79,616	82,537
13		78,840	83,324	86,196
14		82,429	87,205	90,017

Teachers on step 1 in 2012-13 shall advance to step 2 in 2013-14. All other teachers shall remain on the same step number as they were on in 2012-13.

APPENDIX A-1(cont.)

SALARY SCHEDULE

2014-2015

Step	BA	MA	6th	DOC
A				
2	45,705	48,364	50,547	53,539
3	47,878	50,606	52,944	55,958
4	50,153	52,952	55,455	58,486
5	52,563	55,407	58,085	61,128
6	54,450	57,976	60,085	63,890
7	56,650	60,664	63,725	66,776
8		63,476	66,747	69,793
9		66,419	69,912	72,946
10		69,498	73,228	76,241
11		72,720	76,700	79,685
12		76,092	80,338	83,285
13		79,619	84,147	87,048
14		83,311	88,138	90,980

Teachers not yet at maximum shall advance one step in 2014-15.

APPENDIX A-1(cont.)

SALARY SCHEDULE

2015-2016

Step	BA	MA	6th	DOC
A				
B				
3	47,887	50,616	52,955	55,969
4	50,163	52,963	55,466	58,497
5	52,547	55,418	58,097	61,140
6	54,461	57,987	60,852	63,902
7	57,341	60,676	63,738	66,789
8		63,489	66,760	69,807
9		66,432	69,926	72,960
10		69,512	73,242	76,256
11		72,735	76,716	79,701
12		76,107	80,354	83,302
13		79,635	84,164	87,065
14		84,329	89,215	92,092

Teachers not yet at maximum shall advance one step in 2015-16.

**INITIAL EMPLOYMENT SALARY STEP PLACEMENT**

<b>Years of Experience</b>	<b>Step Placement 2013-2014</b>	<b>Years of Experience</b>	<b>Step Placement 2014-2015</b>
	A		A
0-2	2	0	2
3-4	3	1-3	3
5	4	4-5	4
6-7	5	6	5
8	6	7-8	6
9-10	7	9	7
11	8	10-11	8
12-15	9	12	9
16	10	13-16	10
17	11	17	11
18-19	12	18	12
20	13	19-20	13
21+	14	21+	14

<b>Years of Experience</b>	<b>Step Placement - Current Contract 2015-2016</b>	<b>Step Placement - Future Contract* 2015-2016</b>
	A	
	B	
0-1	3	1
2-4	4	2
5-6	5	3
7	6	4
8-9	7	5
10	8	6
11-12	9	7
13	10	8
14-17	11	9
18	12	10
19	13	11
20+	14	12

\* Renumbering of steps will occur in the next contract.

APPENDIX A-2

SALARY DIFFERENTIALS

A. School Social Workers

1. The Chief Social Worker shall receive an annual stipend of \$3,500 in 2013-14, \$3,535 in 2014-15 and \$3,570 in 2015-16.
2. Social Workers shall be paid per diem for days assigned by the Administration beyond the normal work year.
3. Social Workers shall be placed on the Sixth Year lane of the salary schedule. As used herein, a school social worker is a certified employee who has completed a two-year graduate program at an accredited college or university, majoring in social work.

B. School Psychologists

1. The Chief School Psychologist shall receive an annual stipend of \$3,500 in 2013-14, \$3,535 in 2014-15 and \$3,570 in 2015-16.
2. School Psychologists shall be paid per diem for days assigned by the Administration beyond the normal work year.

C. Unit Leaders

Unit Leaders shall receive a stipend \$998 in 2013-14, \$1,008 in 2014-15 and \$1,018 in 2015-16.

D. Data Team Leaders

Data Team Leaders shall receive a stipend of \$1,248 in 2013-14, \$1,260 in 2014-15 and \$1,273 in 2015-16.

E. Chief Speech Pathologist

The Chief Speech Pathologist shall receive an annual stipend of \$3,500 in 2013-14, \$3,535 in 2014-15 and \$3,570 in 2015-16.

F. Counselor Leaders

1. Each Counselor Leader shall receive an annual stipend of \$3,500 in 2013-14, \$3,535 in 2014-15 and \$3,570 in 2015-16.
2. Each counselor leader shall be paid per diem for days assigned by the administration beyond the normal work year.

G. Instructional Liaisons

1. Each instructional liaison for grades 6 through 8 shall receive an annual stipend of \$1,682 in 2013-14, \$1,699 in 2014-15 and \$1,716 in 2015-16.
2. Each instructional liaison for grades 9 through 12 shall receive an annual stipend of \$1,682 in 2013-14, \$1,699 in 2014-15 and \$1,716 in 2015-16.
3. Each instructional liaison for grades 6 through 12, in the area of world languages, shall receive an annual stipend of \$1,682 in 2013-14, \$1,699 in 2014-15 and \$1,716 in 2015-16.
4. Each instructional liaison for grades K through 12, in the areas of art music and physical education, shall receive an annual stipend of \$3,500 in 2013-14, \$3,535 in 2014-15 and \$3,570 in 2015-16.
5. Each literacy liaison for grades K through 5 shall receive an annual stipend of \$1,682 in 2013-14, \$1,699 in 2014-15 and \$1,716 in 2015-16.

H. Team Leader

Team leaders shall receive a stipend of \$1,322 in 2013-14, \$1,335 in 2014-15 and \$1,348 in 2015-16.

- I. Unit leaders, team leaders and instructional liaison positions shall be posted annually, and the Superintendent shall appoint the successful candidate.
- J. Mentor teachers shall receive an annual stipend of \$564 in 2013-14, \$570 in 2014-15 and \$576 in 2015-16 for each mentee teacher. This stipend amount is in addition to any payment made by the State of Connecticut to TEAM members.



APPENDIX A-3

Positions on this Appendix A-3 shall be posted annually, and the Superintendent shall appoint the successful candidate each year.

SALARY STIPENDS

The following percentages shall be applied to a base of \$47,543. During the 2014-2015 academic year, the base shall be increased to \$48,018. During the 2015-2016 academic year, the base shall be increased to \$48,498.

I. ATHLETIC AND INTRAMURAL COACHING

	<u>Rating</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Football - Varsity	15	.15	.16	.17
1st Assistant	8.5	.085	.088	.09
1st Assistant	8.5	.085	.088	.09
Assistant	7	.07	.074	.078
Assistant	7	.07	.074	.078
Basketball (Boys) Varsity	13	.13	.14	.15
Assistant	8	.08	.084	.088
Freshman Assistant	8	.08	.084	.088
Wrestling (Boys) Varsity	10	.10	.105	.11
Assistant	7	.07	.074	.078
Baseball (Boys) Varsity	10	.10	.105	.11
Assistant	7	.07	.074	.078
Freshman Assistant	7	.07	.074	.078
Track (Boys) Varsity	10	.10	.105	.11
Assistant & Indoor (co-ed)	7	.07	.074	.078
Hockey (Boys) Varsity	10	.10	.105	.11
Assistant	7	.07	.074	.078
Lacrosse (Boys) (Girls)Vars.	10	.10	.105	.11
Assistant (Boys)(Girls)	7	.07	.074	.078
Soccer (Boys) (Girls) Vars.	10	.10	.105	.11
Assistant	7	.07	.074	.078
Freshman Assistant	7	.07	.074	.078

I. ATHLETIC AND INTRAMURAL COACHING (continued)

	<u>Rating</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Field Hockey (Girls) Vars.	10	.10	.105	.11
Assistant	7	.07	.074	.078
Basketball (Girls) Varsity	13	.13	.14	.15
Assistant	8	.08	.084	.088
Freshman Assistant	8	.08	.084	.088
Gymnastics (Girls) Varsity	10	.10	.105	.11
Assistant	7	.07	.074	.078
Track (Girls) Varsity	10	.10	.105	.11
Assistant	7	.07	.074	.078
Softball (Girls) Varsity	10	.10	.105	.11
Assistant	7	.07	.074	.078
Freshman Assistant	7	.07	.074	.078
Volleyball (Girls) Varsity	8	.08	.085	.09
Assistant	5	.05	.054	.058
Swimming (Boys) Varsity	10	.10	.105	.11
Diving (Boys) Varsity	6*	.06	.063	.066
Swimming (Girls) Varsity	8	.08	.085	.09
Diving (Girls) Varsity	5*	.05	.054	.058
Cross Country - Varsity	6	.06	.063	.066
Assistant	4	.04	.042	.044
Golf - Varsity	6	.06	.063	.066
Tennis (Boys) Varsity	6	.06	.063	.066
Tennis (Girls) Varsity	6	.06	.063	.066
Cheerleaders	7	.07	.074	.078
Assistant	4	.04	.042	.044
Intramural Coordinator	6	.06	.063	.066
Intramural Coordinator (Sage Park)	3	.037	.039	.041
Athletics Manager (Sage Park)	8	.08	.085	.09

I. ATHLETIC AND INTRAMURAL COACHING (continued)

	<u>Rating</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Unified Sports (Head) (Windsor High)	8	.08	.085	.09
Assistant (Windsor High)	3	.03	.032	.034
Unified Sports (Head) (Middle School)	5	.05	.053	.056
Assistant (Middle School)	2	.02	.021	.022
Middle School Athletic Teams				
Head Coach	5	.05	.053	.056
Assistant	4	.04	.043	.046

\*Boys have longer season

Intramural Assistants \$24.47/hour in 2013-14, \$24.71/hour in 2014-15 and \$24.96/hour in 2015-16

Basketball Scorer (2 games) \$64.26/evening in 2013-14, \$64.90/evening in 2014-15 and \$65.55/evening in 2015-16

Basketball Timer (2 games) \$64.26/evening in 2013-14, \$64.90/evening in 2014-15 and \$65.55/evening in 2015-16

Hockey Timer \$46.27/event in 2013-14, \$46.73/event in 2014-15 and \$47.20/event in 2015-16

Soccer Timer \$39.26/event in 2013-14, \$39.65/event in 2014-15 and \$40.05/event in 2015-16

Track and Field Judge \$60.29/meet in 2013-14, \$60.89/meet in 2014-15 and \$61.50/meet in 2015-16

At the high school level, the season for all athletic activities shall start on the first legal practice date designated by the Connecticut Interscholastic Athletic Conference. Once the season has started, practice sessions shall be held daily Monday through Friday to the last scheduled game and games shall be played as scheduled. Any exceptions shall be approved by the Program Director of Athletics.

B. Intramural Coordinators and Intramural Assistants Responsibility

The function of Intramural Coordinator shall be:

1. To provide every student with an opportunity to participate in an intramural activity.
2. To insure the utmost use of all available facilities.
3. To insure the utmost use of all available equipment.
4. To utilize every skill of available personnel.
5. To integrate out-of-school resources whenever possible.
6. To provide co-ed opportunities whenever possible.

The Intramural Coordinator shall be specifically responsible for:

- (a) overall motivation of the student body;
- (b) assigning staff, space, and equipment;
- (c) designating seasonal and year-round activities, allot time slots for same and thereby insure a broad and well-diversified program;
- (d) a minimum of 50 hours of personal student supervision;
- (e) assume direct responsibility for assistants supervising intramural activities;
- (f) maintaining time records of assistants;
- (g) maintaining student participation records;
- (h) securing transportation for special activities or inter-school events;
- (i) maintaining accurate budget accounts;
- (j) filing all accident reports with the school nurse;
- (k) shall be directly responsible to the school principal.

Intramural Assistants shall:

- (a) complete time, student participation and accident reports for all activities being supervised and forward to the coordinator;
- (b) assume duties for an hourly rate of pay;
- (c) be directly responsible to the Intramural Coordinator.

II. COCURRICULAR ADVISING AND SUPERVISING

A. <u>High School</u>	<u>Rating</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
School Newspaper:				
Minimum 10 issues; 120 pages				
Editorial Advisor	7	.07	.074	.078
Technical Advisor	1	.01	.011	.012
Yearbook	7	.07	.074	.078
Ensembles/Band Director	12	.12	.127	.135
Rehearse for and conduct at school assemblies, all home games, one evening concert, Veteran's Day Service and Memorial Day Parade				
Saturday Music Coordinator	4	.0435	.0475	.0515
Chorus Director	4	.04	.042	.044
Rehearse for and conduct at school assemblies, three evening concerts, and Veteran's Day Services				
Orchestra Director	4	.04	.042	.044
Drama Director:	7	.07	.074	.078
Assistant for Costumes	2	.02	.021	.022
Sound Technical Director	5	.05	.054	.058
Minimum of two 3-act plays or the equivalent of one evening performance of each play				
Senior Class Advisor				
1 man	4	.04	.042	.044
1 woman	4	.04	.042	.044
Advise and supervise all fundraising and all class activities				
Junior Class Advisor:				
1 man	2	.02	.021	.022
1 woman	2	.02	.021	.022
Advise and supervise all fundraising and all class activities				
Sophomore Class Advisor:				
1 man	1	.01	.011	.012
1 woman	1	.01	.011	.012
Advise and supervise all fundraising and all class activities				

II. COCURRICULAR ADVISING AND SUPERVISING(continued)

A. <u>High School(cont.)</u>	<u>Rating</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
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Freshman Class Advisor:				
1 man	1	.01	.011	.012
1 woman	1	.01	.011	.012
Student Council Advisor	10	.10	.105	.11
Advise and supervise all fundraising and class activities				
Student Council Assistant	5	.05	.054	.058
Academic Competitive Team Advisor	3	.03	.032	.034
Debating Team Advisor	3	.03	.032	.034
Schedule, coach, and supervise practice sessions and competitive debates				
DECA	5	.05	.054	.058
VICA	4	.04	.042	.044
FBLA	3	.033	.034	.037
Robotics (semester)	2	.02	.021	.022
As Schools Match Wits	3	.03	.032	.034
Best Buddies (2)	4	.04	.042	.044
Bridges	4	.04	.042	.044
Gay Straight Alliance	2	.02	.021	.022
Literary Magazine	1	.01	.011	.012
Math Team	2	.02	.021	.022
Mock Trial	5	.05	.054	.058
National Honor Society	3	.03	.032	.034
Social Club (2)	4	.04	.042	.044
Young Women's Leadership	7	.07	.074	.078

B. Middle School

School Newspaper:

Sage Park (10 4 page issues)	4	.04	.042	.044
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Jazz Rock and Band Director:

Sage Park	3	.033	.034	.037
Chef's Club (TAP)	2	.02	.021	.022
Yearbook	4	.04	.042	.044

II. COCURRICULAR ADVISING AND SUPERVISING(continued)

B. <u>Middle School (Cont.)</u>	<u>Rating</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Orchestra	3	.033	.034	.037

(Rehearse for and conduct at school assemblies, two evening concerts)

Chorus Director:

Sage Park	3	.033	.034	.037
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(Rehearse for and conduct at school assemblies, two evening concerts at each school)

Drama Director:

Sage Park	3	.033	.034	.037
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(Minimum of two plays, one evening performance of each play)

Student Council Advisor:

Sage Park	5	.05	.054	.058
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(Advise and supervise all fundraising and class activities)

Math Counts and Math Club Advisor	2	.02	.022	.024
Enrichment Cluster	2	.02	.021	.022
Coordinator/Advisor(semester)	2	.02	.021	.022
Aquanaut Advisor(semester)	2	.02	.021	.022
Peer Mediation	7	.075	.078	.080
Drill Team	3	.03	.032	.034
Assistant	2	.02	.021	.022
Gospel Choir Director	3	.033	.034	.037
Best Buddies	4	.04	.042	.044

### III. SUPERVISING EVENING AND NONSCHOOL DAY ACTIVITIES

Teachers specially assigned duties relating to athletics, extracurricular, and student social or cultural activities in the evening or on nonschool days shall be paid at the rate of \$31.16 per hour in 2013-14, \$31.47 per hour in 2014-15 and \$31.78 per hour in 2015-16.

The elementary chorus director and the elementary band director shall receive this stipend for a maximum of two hours for each evening concert.

This provision shall not apply to coaches or advisors of groups participating in or sponsoring such activities when the coaches or advisors of the groups receive extra-duty stipends.

This provision shall apply only for evening or nonschool day student activities approved by the principal.

IV. The principals of the respective schools shall make extra-pay assignments annually for a one-year term for the best interest of the students and school. In the case of interscholastic athletic assignments, the Superintendent of Schools shall determine the working relationship of Director of Athletics, principal, and any other administrative personnel in making these specific assignments.

V. To qualify for an increase in extra-pay for any school year, the person concerned must have done satisfactory work or above in the extra-pay assignment during the previous year in the judgment of the school principal. In the case of interscholastic athletic assignments, the Superintendent of Schools shall determine the working relationship of Director of Athletics, principal, and any other administrative personnel in making these judgments concerning satisfactory work or above.

VI. Principals shall make recommendations to the Superintendent of Schools for new activities to be added to the extra-pay schedule.



## APPENDIX A-4

**2013-2014**

<u>Plan Name</u>	<u>Managed Care Option</u>	
<b>Plan Type</b>	Preferred Provider Organization	
<b>Benefits:</b>	In Network	Out of Network
<b>Base Benefits</b>	Hospital Surgery, X-ray Laboratory Radiology	Hospital Surgery, X-ray Laboratory Radiology
<b>Co-Pays</b>		
<i>Office Visits</i>	\$25.00	
<i>Emergency Room</i>	\$100.00	
<i>Urgent Care</i>	\$75.00	
<i>In Patient</i>	\$300.00	
<i>Out Patient</i>	\$100.00	
<b>Prescription Co-Pays</b>		
<i>Retail Pharmacy</i>	Generic - \$10 Formulary Brand - \$25 Non-Formulary Brand - \$40	Covered In Network
<i>Mail Order</i>	2x Retail Co-Pay	
<b>Deductibles</b>	\$0	\$500/\$1000/\$1500
<b>Co-insurance</b>	100%	70% / 30%
<b>Out-of-Network Maximum</b>	not applicable	\$2,000/\$4,000/\$5,000
<b>Cost Containment</b>	Utilization Review Preferred Drug Step Therapy	Utilization Review Preferred Drug Step Therapy
<b>Provider Restrictions</b>	Yes	No
<b>Flexible Spending Account</b>		
<i>Health Care</i>	Available*	Available*
<i>Dependent Care</i>	Available*	Available*
<b>Long Term Disability</b>	Available (50% Emp/50% BOE)	Available (50% Emp/50% BOE)
<b>Long Term Care</b>	Available*	Available*

*\* Available means the coverage is fully contributory, employee pays all.*

## APPENDIX A-4

**2014-2015**

<u>Plan Name</u>	<u>Managed Care Option</u>	
<i>Plan Type</i>	Preferred Provider Organization	
<i>Benefits:</i>	In Network	Out of Network
<i>Base Benefits</i>	Hospital Surgery, X-ray Laboratory Radiology	Hospital Surgery, X-ray Laboratory Radiology
<i>Co-Pays</i>		
<i>Office Visits</i>	\$25.00	
<i>Emergency Room</i>	\$150.00	
<i>Urgent Care</i>	\$100.00	
<i>In Patient</i>	<b>\$300.00</b>	
<i>Out Patient</i>	\$150.00	
<i>Prescription Co-Pays</i>		
<i>Retail Pharmacy</i>	Generic - \$10 Formulary Brand - \$25 Non-Formulary Brand - \$40	<b>Covered In Network</b>
<i>Mail Order</i>	2x Retail Co-Pay	
<i>Deductibles</i>	\$0	\$500/\$1000/\$1500
<i>Co-insurance</i>	100%	70% / 30%
<i>Out-of-Network Maximum</i>	not applicable	\$2,000/\$4,000/\$5,000
<i>Cost Containment</i>	Utilization Review Preferred Drug Step Therapy	Utilization Review Pref. Drug Step Therapy
<i>Provider Restrictions</i>	Yes	No
<i>Flexible Spending Account</i>		
<i>Health Care</i>	Available*	Available*
<i>Dependent Care</i>	Available*	Available*
<i>Long Term Disability</i>	Available (50% Emp/50% BOE)	Available (50% Emp/50% BOE)
<i>Long Term Care</i>	Available*	Available*
<i>Infertility Coverage</i>	In accordance with State mandate	

*\* Available means the coverage is fully contributory, employee pays all.*

## APPENDIX A-4

**2015-2016**

<b>2015-2016</b>		
<u>Plan Name</u>	<u>Managed Care Option</u>	
<b>Plan Type</b> <b>Benefits:</b>	Preferred Provider Organization	
	In Network	Out of Network
<b>Base Benefits</b>	Hospital Surgery, X-ray Laboratory Radiology	Hospital Surgery, X-ray Laboratory Radiology
<b>Co-Pays</b>		
<i>Office Visits</i>	\$30.00	
<i>Emergency Room</i>	\$150.00	
<i>Urgent Care</i>	\$100.00	
<i>In Patient</i>	\$400.00	
<i>Out Patient</i>	\$150.00	
<b>Prescription Co-Pays</b>		
<i>Retail Pharmacy</i>	Generic - \$10 Formulary Brand - \$25 Non-Formulary Brand - \$40	Covered In Network
<i>Mail Order</i>	2x Retail Co-Pay \$0	
<b>Deductibles</b>		\$500/\$1000/\$1500
<b>Co-insurance</b>	100%	70% / 30%
<b>Out-of-Network Maximum</b>	not applicable	\$2,000/\$4,000/\$5,000
<b>Cost Containment</b>	Utilization Review  Preferred Drug Step Therapy	Utilization Review Pref. Drug Step Therapy
<b>Provider Restrictions</b>	Yes	No
<b>Flexible Spending Account</b>		
<i>Health Care</i>	Available*	Available*
<i>Dependent Care</i>	Available*	Available*
<b>Long Term Disability</b>	Available (50% Emp/50% BOE)	Available (50% Emp/50% BOE)
<b>Long Term Care</b>	Available* In accordance with State mandate	Available*
<b>Infertility Coverage</b>		
<b>* Available means the coverage is fully contributory, employee pays all.</b>		

## APPENDIX A-5

Coverage	Frequency	In-Network	Out-of-Network
<i>Routine Eye Exam</i>	Once every calendar year	\$25 copay 2013-15 \$30 beginning 2015-16	\$48 allowance
<i>Eyeglass frames</i>	Once every calendar year you may receive an eyeglass frame and receive an allowance toward purchase price	\$80 allowance, then 20% any remaining balance	\$64 allowance
<i>Eyeglass lenses</i>	Once every calendar year you may receive any one of the following:		
	Standard plastic single vision lenses	\$25 copay, then covered in full	\$36 allowance
	Standard plastic bifocal lenses	\$25 copay, then covered in full	\$54 allowance
	Standard plastic trifocal lenses	\$25 copay, then covered in full	\$69 allowance
<i>Eyeglass lens enhancements</i>	When obtaining covered eyewear from an in-network provider, may add any of the following lens enhancements at no extra cost		
	Transitions Lenses for a child under 19	\$0 after eyeglass lens copay	No allowance on lens enhancements when out-of-network
	Standard polycarbonate lenses for a child under 19	\$0 after eyeglass lens copay	No allowance on lens enhancements when out-of-network
	Factory Scratch Coating	\$0 after eyeglass lens copay	No allowance on lens enhancements when out-of-network
<i>Contact Lenses</i>	Once every calendar year		
	Elective Conventional Lenses; or	\$130 allowance, then 15% off any remaining balance	\$105 allowance
	Elective Disposable Lenses; or	\$130 allowance (no additional discount)	\$105 allowance
	Non-Elective Contact Lenses	Covered in full	\$210 allowance
Contact lens allowance can only be applied toward the first purchase of contacts made during benefit period. Any unused amount remaining cannot be used for subsequent purchases made during same benefit period and no carry over to the following benefit period.			
Exclusions & Limitations (not a complete list): Combined offers, amounts in excess of covered vision expense, sunglasses or safety glasses and accompanying frames, services not specifically listed, lost or broken lenses or frames, non-prescription lenses, orthoptics.			

## APPENDIX A-5

### Optional Savings from In-Network Providers Only

Coverage	Frequency	In-Network Member Cost	Out-of-Network
<i>Retinal Imaging</i>	At member's option can be performed at time of eye exam	Not more than \$39	N/A
<i>Eyeglass Lens Upgrades</i>	When obtaining eyewear from an in-network provider, you may choose to upgrade your new eyeglass lenses at a discounted cost. Eyeglass lens copayment applies.		
	Transitions lenses (adults)	\$75	N/A
	Standard Polycarbonate (adults)	\$40	N/A
	Tint (solid and gradient)	\$15	N/A
	UV Coating	\$15	N/A
	Progressive Lenses		
	<i>Standard</i>	\$65	N/A
	<i>Premium Tier 1</i>	\$91	N/A
	<i>Premium Tier 2</i>	\$97	N/A
	<i>Premium Tier 3</i>	\$103	N/A
	Anti-Reflective Coating		
	<i>Standard</i>	\$45	N/A
	<i>Premium Tier 1</i>	\$57	N/A
	<i>Premium Tier 2</i>	\$68	N/A
	Other Add-ons and Services	20% off retail price	N/A
<i>Additional Pairs of Eyeglasses</i>	Anytime for any in-network provider		
	Complete Pair	40% off retail price	N/A
	Eyeglass materials purchased separately	20% off retail price	N/A

## APPENDIX A-5

### Optional Savings from In-Network Providers Only

Coverage	Frequency	In-Network Member Cost	Out-of- Network
<i>Eyewear Accessories</i> <i>Contact lens fit and follow-up</i>	Items such as non-prescription sunglasses, lens cleaning supplies, contact lens solution, eyeglass cases, etc.	20% off retail price	N/A
	Contact lens fitting and up to two follow-up visits available once a comprehensive eye exam has been completed.		
	Standard contact lens fitting	Up to \$55	N/A
<i>Conventional Contact Lens</i>	Premium contact lens fitting	10% off retail price	N/A
	Discount applies to materials only	15% off retail price	N/A
<i>Laser vision correction surgery</i>		LASIK refractive surgery See anthem.com/specialoffers and select vision care.	
	Discount per eye		N/A

WINDSOR BOARD OF EDUCATION

WINDSOR EDUCATION ASSOCIATION

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

In the recently concluded negotiations, the Windsor Board of Education (the “Board”) and the Windsor Education Association (the “Association”) agreed to the following:

This settlement includes the impact of fifteen additional minutes per day of instructional time, phased in at five additional minutes each year. The Association waives its right, pursuant to Article 8.6, to negotiate the impact of this change on the members of the bargaining unit with the Board.

**BOARD:**

\_\_\_\_\_

Date: \_\_\_\_\_

**ASSOCIATION:**

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_