# AGREEMENT BETWEEN

# THE

# WOODBRIDGE BOARD OF EDUCATION

# AND

# WOODBRIDGE EDUCATION ASSOCIATION

July 1, 2013 – June 30, 2016

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## ARTICLE 1.00 EMPLOYMENT RIGHTS

## 1.01 Permanent Personnel

#### I. <u>Recognition Clause</u>

The Board recognizes the Woodbridge Education Association as the exclusive bargaining agent for all employees, excluding temporary substitute employees, of the Board of Education who are employed in positions requiring a teaching or other certificate and are not included in the administrators' unit or excluded from the purview of sections 10-153a to 10-153n inclusive.

#### II. <u>Benefits</u>

Unit members commencing employment after July 1, 1996 shall receive benefits (e.g. sick leave) under this Agreement that are prorated in accordance with the percentage of their assignment (as determined by comparing salary for their position with full-time salary for the position). Unit members employed prior to that time shall receive benefits under this Agreement in accordance with the past practice as to that unit member.

## 1.02 Separation and Recall

#### I. Layoffs

Non tenured teachers shall be laid off before tenured teachers in accordance with statute.

#### II. <u>Separation</u>

Seniority shall be the determining factor in layoffs and involuntary transfers caused by layoffs (or to avoid them), except that the Board may retain any teacher who would otherwise be laid off in any given school year if his/her certification, teaching level experience, and reliable evaluation by certified and qualified evaluators shall convincingly demonstrate that said teacher possess an overriding professional value as a teacher and therefore should be retained in preference to the next more senior teacher. Upon review by the Board of Education, the administration shall have the responsibility for demonstrating these value factors.

#### III. <u>Recall</u>

- A. Any laid off teacher will retain recall rights to the Woodbridge school system, for any position for which he/she is certified and qualified for a period of eighteen (18) months.
- B. Recall shall be made in reverse order of layoffs provided the teacher is certified and qualified for the position.

## 1.03 Personal Injury

Whenever a teacher is absent from school as a result of personal injury caused by an accident arising out of and in the course of his employment, he/she may elect to be paid his/her full salary less the amount of any Workmen's Compensation award for incapacity due to said injury during such absence for such period as he/she continues in the employ of the Board of Education and continues to receive Workmen's Compensation payments for total incapacity resulting therefrom. In addition, a teacher absent because of injury as described in this policy may elect to receive full pay for the compensation waiting period set forth in paragraph 9a) of Section 31-295 of the Connecticut General Statutes. In the event of election by teacher to receive full salary as provided in this policy, no part of such absence shall be charged to the teacher's annual accumulated sick leave. Such an accident or injury must be reported in writing to the Business Office as soon after the occurrence as possible.

## 1.04 Personnel Files

A teacher shall, without prejudice, be entitled to knowledge of, access to, and upon written request, a copy of supervisory records and reports of competence, personal character and efficiency maintained in his/her personnel file as defined by Connecticut General Statutes Section 31-128 and Section 10-151a with reference to evaluation of one's performance in the school system.

A teacher shall be granted access to his/her personnel file within a reasonable time, which normally shall mean one working day of making a request. The file will be reviewed in the presence of an administrator/supervisor, and will be returned to its proper storage place immediately after the review is completed. Access to personnel files normally shall not be delayed beyond one day of request due to the absence or unavailability of an administrator/supervisor.

If a teacher desires to respond to or to make a statement supplementary to supervisory records and reports of competence, personal character and efficiency maintained in one's personnel file with reference to evaluation of his/her performance in the school system, he/she may submit such material in writing to the Superintendent. The Superintendent shall place a copy of same in the teacher's personnel file and shall also show a copy of same to the person who prepared the original record or report to which the statement is directed. Supplementary reports and statements may be added both by the teacher and by supervisory personnel as each may deem necessary.

However, a teacher or supervisor must request that such supplementary entries to the personnel file be added within sixty working days of the notice of the original placement of an entry into the personnel file.

If a teacher shall deem himself/herself aggrieved by all or any portion of supervisory records and reports of competence, personal character and efficiency maintained in his/her personnel file with reference to evaluation of his/her performance in the school system, he/she may make the existence thereof the subject of a grievance and may follow the grievance procedures outlined in Section 1.06. For purposes of such a grievance, the time period provided for in Section 1.06 shall commence on the date the teacher first became aware of the existence of the information to which objection is taken.

A teacher will be notified whenever entries and/or changes are made to his/her personnel file. Such notice will be in writing and be provided within three working days of the entry.

## 1.05 Just Cause

No teacher will be disciplined, suspended, reprimanded or denied a salary increment without just cause.

## 1.06 Grievance Procedure

## I. Introduction

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of teachers. A grievance may be filed by an individual teacher, a group of teachers of the Association.

#### II. Definitions

- A. "Grievance" shall mean one of the following:
  - 1. A claim or dispute arising from the interpretation or application of the language of the enumerated personnel policies or an alleged breach thereof.
  - 2. A claim or a dispute based upon an event or condition which affects the welfare or conditions of employment of a teacher or a group of teachers or the Association.
- B. "Days" shall mean when school is in session, except after the last day of the school year when days shall mean normal working days (i.e., Monday-Friday).

#### III. <u>Time Limits</u>

- A. A grievance must be filed in writing within 15 days of the act or occurrence of the conditions on which the grievance is based.
- B. Each successive step in the nature of an appeal as outlined below shall be taken within 15 days from the date the teacher is notified in writing of the decision from which appeal is taken, except that if the grievance is presented to the Board of Education or its duly appointed committee, the Board of Education shall meet to consider the appeal and shall hear the matter and render its decision all within 30 days from the next regularly scheduled meeting of the Board of Education.

- C. Notification must be given to the aggrieved person or persons involved at each level of this procedure within fifteen (15) days or the aggrieved person may proceed to the next level, except that notice to the grievant from the Board of Education shall be in accordance with the time provision set forth in paragraph B above.
- D. The specified time limits at each level shall be considered as a maximum. When the last day on which notice can be given is not a business day, the time to give notice shall be extended to the next business day.

#### IV. Procedure

A grievance shall be initiated at the lowest level at which a remedy can be appropriately accomplished.

- Level A. The Director of Special Services, if applicable, or the Principal of the school to which the individual is assigned shall be designated as the person to whom grievances shall be presented.
- *Level B.* Should grievances fail to be solved at the school unit level, appeal shall be made to the Superintendent of Schools.

The aggrieved teacher may be represented at Level A or Level B by a person of his own choosing. If a grievance proceeds beyond Level B, only the WEA shall have the right to represent the aggrieved. The WEA shall have the right to be present and to state its view at all levels of the Grievance Procedure.

- *Level C.* Should grievances fail to be solved by the Superintendent, appeal shall be presented in writing and in person to the Board of Education.
- Level D. If the WEA chooses to submit the grievance to arbitration, it shall do so within fifteen (15) school days of the Board's decision on the grievance, or in the absence of a decision by the Board, within forty-five (45) school days after the grievance to arbitration was presented to the Board at Level C. An arbitrator agreeable to both parties will be selected to hear the case, pursuant to the rules of the American Arbitration Association. In the event that an arbitrator cannot be agreed upon by both parties, then one will be appointed by the American Arbitration Association. The arbitrator shall render an award in writing. The decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall have no power to add, delete from, or modify in any way the provisions of this agreement. Each party will bear half the cost of the arbitrator's fees.

Only claims or disputes arising from the interpretation or application of the language of enumerated personnel policies shall be subject to arbitration; claims or disputes based upon an event or condition which affects the welfare of conditions of employment of a teacher or group of teachers or the Association may only be appealed up to the Board of Education whose decision shall be binding on both parties.

#### V. <u>Confidentiality</u>

Documents relating to grievances shall be viewed as confidential by both parties to the fullest extent permitted by law and no such documents shall be placed in the grievant's personnel file, but shall be maintained in a separate grievance file.

#### VI. Rights of Teachers to Representation

- A. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.
- B. Any party in interest may be represented at any level of the grievance procedure by a person of his/her choosing. The Woodbridge Education Association shall be present at all levels of the grievance procedure and state the position of the Woodbridge Education Association on the issue.
- C. The Association may, if it so desires, call upon the professional services of the Connecticut Education Association for consultation and assistance at any stage of the procedure.

#### VII. Miscellaneous

The Association may, if so agreed to by the grievant, elect to process any grievance of any teacher, grievant, group of individuals or party in interest, on its own behalf at any step of the grievance procedure.

Either party may bypass Level C (Board Level) and forward the grievance directly to arbitration by providing the ether party written notification of such action within 15 days of the time the teacher is notified of the decision at Level B (Superintendent Level).

# ARTICLE 2.00 WORKING CONDITIONS

## 2.01 Contract Period

#### I. Work Days

The contract between the Woodbridge Board of Education and the individual teacher will include a maximum of 186 working days in the school year, **182/181** of which shall be instructional days. Effective July 1, 2009 and thereafter, teachers shall work one additional working day at the beginning of year for professional development purposes for a total of 187 days. Work days will not be scheduled earlier than five business days before the first day of school for students, nor later than five business days after the last day of school for students. The equivalent of one full day of work before the first day of school for

students shall be available for teachers to prepare their classrooms. No provision is made for absences other than those defined by policy. No arrangements can be made for prolonged absences because of vacation or travel. In the year of their hire only, new employees shall work up to two (2) days prior to the start of the school year, as determined by the district, for orientation purposes.

#### II. Minimum Days

The first and last days of school shall be a minimum day for students only. Two (2) conference days in September, October or November, and two (2) in March, April, or May shall be minimum days for students and teachers. Teachers will make every effort to honor a reasonable request of a parent for a conference before, during, or after the school day which could occasionally include early evening hours. Additionally, the day before Thanksgiving shall not be a school day for students but shall be a minimum day for teachers and will be used only for professional development activities. If the last day of school before the Christmas vacation is on December 23<sup>rd</sup>, then this shall also be a minimum day for teachers and students.

## III. Extra Days

Staff members in the Woodbridge Public Schools shall be compensated at a per diem rate based on their annual salaries for every day added to the school year above those stipulated in Section I.

#### IV. Work Days (length)

The Board may schedule student contact time, including instructional time, for the entire length of the seven hour and ten minute teacher work day, less contractual preparation time and lunch time; and provided further, that during said seven hour and ten minute work day teachers shall not be required to report more than ten minutes before and remain more than fifteen minutes after the student school day. However, the Woodbridge Education Association shall be flexible to consider changes within the twenty-five minute aggregate time before and after the school day. Effective July 1, 2005, teachers shall be required to teach an additional ten (10) minutes per day within the seven hour and ten minute day, up to a total of 405 minutes per day. If the work day is lengthened beyond seven hours and ten minutes, the Board of Education shall compensate staff members at a rate of compensation based upon a pro-rating of their annual salaries with the percentage increases in salaries equivalent to the percentage increase in the length of the work day.

## V. Lengthening the Hours

It is understood that faculty meetings, open houses, parent conferences, or other such meetings or activities in effect in the 1987-88 school year or mutually agreed to by the parties shall not be construed as "lengthening the hours" or extending the days as described in Section I, II, III and IV above.

## 2.02 Preparation Period

During each student school day, every full-time teacher will be granted an average minimum of sixty (60) minutes per day (minimum of 300 minutes per week) for use to:

- \* Prepare lessons
- \* Evaluate student performance, and other similar tasks
- \* Meet with colleagues, parents and administrators
- \* Conduct Professional Learning Community activities

On a weekly basis each full-time teacher will have a minimum of 180 minutes of the total preparation time during which the teacher will not be assigned by the administration to any responsibility other than to independently make preparations for instruction. This will normally be accomplished in the school building. This time will be allotted over no fewer than four (4) days each week.

Teachers shall receive such time in blocks of no less than twenty (20) minutes where reasonably possible.

The administration will attempt to notify members of the collective bargaining unit at least two (2) days in advance of any meetings to be scheduled during preparation time.

## 2.03 Assignment and Transfer

#### I. Assignment

The Superintendent shall have responsibility for the assignment of all teachers.

II. <u>Transfers</u>

Any teacher desiring a change of assignment should discuss the matter with the Building Principal and then submit to the Superintendent a written request for a transfer on or before April 1<sup>st</sup>.

Such transfer decisions are by mutual agreement between the Superintendent and the requesting teacher.

#### III. Changed Assignments

The school principal or appropriate building administrator shall notify teachers of possible changes in assignment for the upcoming year in writing by May 31<sup>st</sup>. However, in an emergency or extenuating circumstances the administration may make further changes in the assignment for any teacher after that date. The affected teacher will be notified in writing as soon as possible.

An assignment change or involuntary transfer shall be made only after a meeting between the teacher involved and the school principal or appropriate building administrator. If not satisfied, the teacher may request that the Superintendent meet with him/her and the supervisor within ten (10) working days for the purposes of discussing the transfer.

## IV. Vacancies

Whenever a teaching vacancy occurs, caused by retirement, death, resignation, or the creation of a new position, notice of the vacancy, with a statement of any special requirements, will be posted in the Principals' Offices, in the Superintendent's Office and the Faculty/Lunch rooms. Whenever such vacancies occur during school vacations, notice of the vacancy will be mailed to each staff member. The WEA will assume the postage costs. Any teacher desiring consideration for the position must apply in writing to the Superintendent within one week of posting or two weeks from the date of mailing.

Current staff members will be interviewed for the position before the hiring of other personnel, provided that the staff member is certified for the position. The decision on the requested transfer/change in assignment will be by mutual agreement of the Superintendent and interested teacher (as in Section II above).

If it is determined that a transfer/change of assignment will seriously disrupt established classes if enacted while the current school year is in progress, the transfer/change of assignment will be made effective at the start of the succeeding school year.

## 2.04 Cafeteria Duty Assignments

No teachers will be asked to perform cafeteria duty, except in an emergency or extraordinary circumstance.

## 2.05 Faculty Meetings

During the months when parent conferences are not held, not more than a total of fourteen (14) meetings of the faculty will be scheduled. Seven (7) of such faculty meetings shall be used only for professional development and shall not exceed two hours in length, and the other seven (7) such faculty meetings shall not exceed 90 minutes. In the months when parent-teacher conferences are held, the Board may schedule just one additional faculty meetings), except given extenuating circumstances for the following purposes: (not an exclusive list)

- a. Dissemination of information not easily or completely communicated another way.
- b. Curriculum discussions or planning.
- c. Instructional concerns and workshops.
- d. Discussion of committee reports.
- e. Discussion of school procedures and events.
- f. Dissemination of information from individuals attending out-of-district meetings, workshops, conferences or visitations.
- g. Proposals to improve the school.

However, much information will be communicated through memo, small group meetings, personal contacts, written reports, etc. Emergency meetings may be called by either the Principal or the WEA President. Such meetings are in addition to those

mentioned above. However, the agenda for an emergency meeting is limited to the subject or conditions of the emergency.

Regular faculty meetings will not be scheduled the day preceding a scheduled holiday or vacation period. Meetings may be cancelled if agreed to jointly by the WEA President and the Principal.

Members of the collective bargaining unit shall attend faculty meetings. Members of the administration may attend such meetings. Other individuals may not attend faculty meetings unless invited by the Principal and the President of the WEA; however, the Principal may from time to time invite other employees or members of the Board of Education or town government or other persons to attend part of a meeting as the meeting agenda dictates.

The Principal shall establish the agenda for faculty meetings. Other individuals may propose agenda items. It is expected that an agenda will be distributed by e-mail by noon of the day preceding each faculty meeting. One Tuesday per month shall be set aside for a Woodbridge Education Association business meeting.

The Board shall be allowed one (1) additional faculty meeting each marking period, as needed, which may be called by the Superintendent. These meetings are subject to a two (2) week notice requirement, except in cases of emergency.

## 2.06 Meet and Discuss

At the request of either party, the Woodbridge Board of Education and the administration will meet with the officers of the Woodbridge Education Association at least once a year between October and March to discuss matters of mutual concern including but not limited to:

- a. Professional responsibilities and conduct
- b. Duties of teachers
- c. Short and long-term planning
- d. Class size
- e. The condition and cleanliness of the building
- f. Parental conferences

Members of the Bargaining Unit, Board and Administration and their representatives may attend provided both parties agree. The Board Chair and the WEA President will confer to schedule a mutually agreeable date and time for this meeting and will attempt to set an agenda.

The parties are encouraged, but not required, to provide each other with a written list of items it intends to raise for discussion during this meeting. Agenda items which are mandatory subjects of bargaining, must be placed in the agenda if requested by either party. Non-mandatory subjects of bargaining may only be placed on the agenda if both parties agree.

Nothing herein will preclude the Board or WEA from requesting or attending additional Meet and Discuss meetings.

No meeting, discussions or disagreement hereunder shall constitute negotiations for purposes of mid-term interest arbitration under the Connecticut General Statutes. This item (2.06) may be grieved but not taken to arbitration.

## 2.07 Moving Classrooms

When teacher classrooms are relocated or otherwise vacated, the Administration shall make arrangement for moving furniture, supplies and equipment other than personal items.

## 2.08 Duty-Free Lunch

Teachers will be provided a duty-free lunch period each school day. For classroom teachers, this period will coincide with the lunch period of their homeroom class. For other members of the bargaining unit, this period will be within the schedule lunchtime for students. Except in extenuating circumstances, teachers may leave the building during their lunch periods with prior notification to the office.

## 2.09 School Calendar

The Superintendent shall share the proposed school calendar with the WEA President, and upon request, shall meet with the WEA Executive Committee to review concerns prior to submitting the proposed calendar to the Board of Education.

## 2.10 Class Composition Committee

The Board and Association recognize and agree that class composition is a significant factor affecting instructional effectiveness. The administration will convene a committee of administrators and teachers, on an annual basis, to review and make recommendations on the class placement process. All class placements are ultimately the administrator's decision.

# ARTICLE 3.00 LEAVES OF ABSENCE

## 3.01 Personal and Family Illness

## I. Sick Leave

- A. Absence with pay for illness will be earned at the rate of fifteen (15) days each year. Unused sick leave may be accumulated up to 180 days. Ten (10) days of sick leave per year may be used by the staff member to cover family illness, which necessitates the teacher's presence to provide care.
- B. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom shall be treated as temporary disabilities for all job related purposes.
- C. If the Superintendent has reasonable cause to believe that there has been an abuse of sick leave through chronic, excessive or patterned use of sick

leave, he or she may require a doctor's certificate and/or a consult between the Board Medical Director and the teacher's physician.

#### II. Sick Leave Bank

In cases of serious prolonged illness or injury (excluding common conditions such as cold, flu, routine pregnancy delivery, or sinusitis) when an individual has used up all of his/her available personal sick leave, (sick leave shall mean the leave a staff member has for that year plus his/her accumulation), he/she will be permitted to draw sick leave from the sick leave bank established by the WEA and the Board of Education. The days will be voluntarily donated by staff on behalf of those who under extreme circumstances may need assistance. The following guidelines shall apply:

- 1. Each teacher choosing to enroll in the bank will donate one day of his/her accumulated sick leave to the bank annually by the first day of school for students. New employees will be permitted to enroll during the first week of their employment, if starting work other than at the beginning of a school year. No additional days shall be added until the bank is depleted, at which time the bank will be re-established.
- 2. Initially a teacher may be permitted on written application to draw no more than fifteen (15) days from the sick leave bank for each year of service to a maximum of 45 days. Thereafter, the committee will review each applicant's need on a monthly basis and may grant additional necessary days. The total maximum lifetime eligibility for sick bank leave shall be 187 days. Additional leave requested may be granted by the Board in accordance with section 3.08 of the personal policies (Section 3.08 of the collective bargaining agreement).
- 3. A teacher withdrawing from membership in the Sick Leave Bank will not be able to withdraw his/her contributed days.
- 4. Participating teachers who withdraw sick leave days from the Sick Leave Bank will not have to replace these days except as a regular contributing member to the bank.
- 5. No days may be donated to a specific individual.
- 6. The WEA and the Board are responsible for the administration of this bank, through one (1) WEA member appointed by the President of the WEA and two (2) delegates appointed by the Chairperson of the Board of Education to serve until replaced, with appointments stated in writing by the President of the WEA and the Superintendent of Schools or Chairperson of the Board of Education.
  - a. Written application must be made to the sick leave bank committee ten (10) working days before the anticipated need whenever possible.
  - b. Medical verification of said serious prolonged illness or injury shall be forwarded to the Superintendent upon initial application by a

participating teacher for Sick Leave Bank benefits and upon any subsequent application for additional benefits. The committee shall have the right to have any teacher applying to the Sick Leave Bank for benefits permit a consult between the Board Medical Director and the teacher's provider and/or be examined any time by a doctor designated by the committee. The committee shall use the report of any such examination to verify the teacher's medical condition for eligibility for sick leave benefits. The Board of Education shall pay for any portion of the cost of any such exam not covered by insurance. If the teacher fails to submit to such an exam, he/she shall immediately be denied eligibility for sick Leave Bank benefits.

- c. The Sick Leave Bank committee will provide each person requesting sick leave days with a written response to his/her request.
- d. If illness or disability spans two (2) years, members must reapply each school year.
- e. A teacher is no longer eligible for Sick Leave Bank benefits if he/she is medically determined to be permanently disabled.
- 7. The WEA/Board Committee shall be empowered to apply on behalf of an incapacitated member.
- 8. If a beneficiary of the Sick Leave Bank recovers damages from another party for the condition which he/she is receiving Sick Leave Bank benefits, one component of which damages is lost compensation, then to the extent of such recovery the beneficiary shall reimburse the Board of Education to the extent that he/she received compensation from the Sick Leave Bank. The Board of Education shall replenish the Sick Leave Bank for each day that it recovers payment. This provision shall include all insurance payments except those which result from coverage paid for by the beneficiary.
- 9. The Committee will annually supply the WEA and the Board of Education with statistics regarding the status of the bank, i.e., number of participants, numbers of days contributed for the current school year, number of WEA members withdrawing days from the bank, number of days remaining in the bank, and other such information requested by the WEA and/or the Board.
- 10. Any costs of administering the Sick Leave Bank shall be born equally by the WEA and the Board of Education.

## 3.02 Bereavement

Absence due to death in the family will be allowed for a period up to five days. An extension may be granted by the Superintendent if there are any extreme conditions of travel, unusual responsibilities, etc.

## 3.03 Personal Leave Days

#### I. <u>Definition</u>

Absence with pay of two (2) days per year accumulative will be granted a teacher upon request for important personal matters which cannot be attended to outside of normal school hours. Unused personal leave days will accumulate from one school year to the next to a maximum of four (4) personal leave days per year. Upon the accumulation of four (4) personal leave days, such unused days which exceed four (4) will be transferred to accumulated Personal and Family Illness leave. Areas appropriate for Personal Leave days shall include:

- A. Legal matters, and court appearances.
- B. Medical appointments which cannot be made at other times.
- C. Attendance at important personal affairs such as weddings, funerals and graduations.
- D. Any emergency of a critical nature not provided for in other leave policies.
- E. Significant religious observances.

The Superintendent may, at his/her sole discretion, approve an additional two (2) personal leave days for good and adequate reason.

#### II. Limitations

- A. Absences for reasons such as extensions of holidays or weekends, travel not associated with any emergency situation or routine personal affairs which can ordinarily be accomplished outside of normal school hours shall not be proper occasions for use of personal days.
- B. Family or personal illness, professional days, jury duty and other leaves provided for in these policies shall not be proper occasions for use of personal leave days.

#### III. Notification

A teacher is required to notify his/her Principal of the intent to use personal days. Notification should be made in writing in advance of the desired date.

#### 3.04 Legal Commitments and Transactions - Jury Duty

All employees shall be granted leaves of absence with pay on days required for jury duty, or for responding to any legal summons or subpoena for court appearances in which the employee is neither a defendant nor a plaintiff. An amount equivalent to payments received for jury services shall be deducted from employee's regular salary.

#### 3.05 **Professional Leave Days**

Teachers may request time to visit other schools or to attend conferences as a means of extending their professional interest, knowledge or competence. Such professional days should be planned with the administration and must have the approval of the Superintendent. Days granted for professional reasons shall not be deducted from the teacher's sick leave or personal leave. Teachers attending said conferences shall share information received from said conferences with colleagues.

## 3.06 Unpaid Leaves of Absence

## I. <u>Types of Leave</u>

## A. <u>Extended Disability</u>

Leaves of Absence beyond regular sick days and accumulated unused sick leave and beyond the additional period(s) provided for in policy 3.01 (Article 3.00, Section 3.01 of the collective bargaining agreement), shall be available without pay for such reasonable further period of time as a teacher is determined by his/her physician to be disabled from performing the duties of his/her job by reason of such temporary disability, resulting from pregnancy or conditions attendant thereto. Requests for such leave should be made in writing to the Superintendent whenever an individual becomes aware of the need for such leave.

## B. <u>Personal-Professional Revitalization</u>

For the purpose(s) of personal and/or professional revitalization and renewal, staff members may be granted a one (1) year absence from the Woodbridge Public Schools. To be eligible for such leave a staff member must have a minimum of ten years of professional employment by the Woodbridge Board of Education. A written request shall be made to the Superintendent of Schools by April 1 preceding the year of absence. Such absence will be granted only for a full school year, September through June, and will be granted without pay. The decision whether to grant a staff member such leave rests solely within the discretion of the Woodbridge Board of Education.

- C. <u>Childrearing Leave</u>
  - 1. Bargaining unit members shall be entitled, upon submission of a written request to the Superintendent, to a leave without pay or other benefits for the purpose of childrearing, provided that such written notice must be tendered within three (3) weeks from the date of giving birth. In the event of adopting or otherwise fostering the child, said notice shall be given as soon as possible.
  - 2. In the event of giving birth, such leave shall commence upon expiration of the teacher's disability. In the event of adopting or otherwise fostering the child, said leave shall commence upon receipt of the written request to the Superintendent.
  - 3. Such teacher shall be entitled to leave for the remainder of the school year in which the child is born, adopted, or fostered, and for

up to one (1) additional school year, provided that a teacher shall only be entitled to return from a childrearing leave on the first day of the school year, provided further, that the Superintendent may, in his/her discretion, waive this return date limitation. The teacher's written request for childrearing leave must include the duration thereof. The teacher shall have no right to return prior to or extend the duration of the leave as requested by the teacher in writing, without approval of the Board of Education.

- 4. Upon expiration of such leave, the teacher shall return to a position for which he/she is certified, provided, however, that there has not been any program change or reduction in the number of teaching positions within his/her certification during the period of such leave. If any such changed or reduction has occurred, the teacher will be reinstated in accordance with the provisions of Section 1.02, <u>Separation and Recall</u>.
- D. <u>Other Types of Leaves</u>
  - Teachers desiring leaves of absence for reasons other than temporary disability, personal/professional revitalization or childrearing as defined herein, may submit to the Superintendent a request for such leave of absence, including a statement of the reasons and the time for which the leave is requested. Reasons for such requests may include desired absence for (a) graduate study, (b) health problems, (c) teaching elsewhere for a time of limited duration and (d) similar reasons. The Board of Education may review such requests and act upon them in light of the needs of the Woodbridge School System.
  - 2. Such requests shall be submitted in writing on or before April 1<sup>st</sup> of the school year immediately preceding the requested leave.
  - 3. Where tenured teachers are involved, the Board may grant such request for a period of up to one (1) year for reasons (a), (b) or (c), so long as the request will not be detrimental to the needs of the school system. Leaves of absence for purposes of further study by teachers who are fulfilling any part of a sabbatical leave agreement to be deemed not to fall within this provision. Leaves of absence for other than those for reasons (a), (b) or (c), above, and leaves of absence requested by non-tenured teachers for any purpose, may be granted only if the Board finds that the needs of the school system will be best be served by such leave.
  - 4. Notice of intent to return or request for extension of leave must be made in writing to the Board by April 1<sup>st</sup> of the year the leave of absence ends. Upon return, the teacher will be offered the first position available for which he/she is qualified.
- E. Any unpaid leave of absence granted under Section 3.06 shall be without pay or benefits.

F. Any teacher granted an unpaid leave of absence by the Board of Education shall have the opportunity to continue to participate in the medical and life insurance plans at their own expense for the duration of said leave. Said premiums shall be paid in advance on the same schedules as the Board pays the insurance carrier.

## 3.07 Sabbatical Leave

## I. <u>Purposes and Objections</u>

The primary purpose of the sabbatical leave plan is the improvement of the school system's educational program through providing opportunities for extended graduate study and research by individual staff members. This graduate study and research may be of the following types:

- A. An institutionally approve program leading toward an advanced degree or certificate above the master's level.
- B. An individually planned program approved by the Sabbatical Advisory Committee designed to enable the individual to attain further depth and competency in specialized fields.
- C. Research, study, and writing directly related to the development and improvements of the education program of the Woodbridge Public Schools.
- II. <u>Eligibility</u>

Any member of the professional staff may apply for sabbatical leave subject to the following requirements:

- A. The individual must hold a professional certificate for his/her current position assignment.
- B. The individual must have completed seven (7) consecutive years of teaching, the last five of which were years of teaching in Woodbridge.
- C. The individual must agree to return to the Woodbridge Public Schools for a minimum period of two (2) complete school years after completing sabbatical leave.

## III. Administration and Procedures:

- A. <u>General:</u>
  - 1. The period for a sabbatical leave shall be a continuous half school year or a continuous full school year.
  - 2. The grantee shall agree to make initial, interim and final reports to the Board of Education during the leave period and to keep the Board continuously informed of address and location.

- 3. Upon return to the school system, the grantee will be assigned to the same or equivalent position, but the Board reserves the right, as for all staff members, to assign to any position appropriate to the certification, training and experience of the individual and involving the same areas of certification as the position held immediately prior to sabbatical leave.
- 4. The Board of Education may grant one or more sabbatical leaves each year after reviewing the recommendations of the Superintendent. The Board reserves the right to reject any and all applications for sabbatical leave.
- B. <u>Application</u>
  - 1. Written applicants will be submitted to the Superintendent by November first of one school year to be considered for the following school year.
  - 2. Applications shall include the following:
    - a. Purposes of sabbatical leave.
    - b. Outline of planned program including projected courses and names of institutions involved.
    - c. Value to the individual and to the school system.
  - 3. Applications shall be evaluated by the Committee on the basis of the following factors:
    - a. Stated purpose as supported by the projected program of study.
    - b. Potential benefit to the school system and to the individual.
    - c. Other factors considered important by members of the committee.
- C. <u>Approval</u>
  - 1. Approval of applications for sabbatical leave will be considered by the Board upon the recommendation of the Superintendent and a review of the findings of the Advisory Committee.

The Superintendent shall consider the following factors in the preparations of recommendations for the granting of sabbatical leaves:

a. The potential benefits which the school division may realize from sabbatical leave grants.

- b. The availability of funds to finance leave grants.
- c. The effect of the absence of the employee on the ongoing operation of the school division.
- 2. All applications shall be studied and evaluated by the Sabbatical Advisory Committee. The Superintendent will report the findings of this Committee at the time he makes his recommendations to the Board.
- 3. The Sabbatical Advisory Committee shall consist of the following members:

The Superintendent or designee; one administrator selected by the Superintendent; two (2) staff representatives to be selected by the President of the Teachers Association, and two members of the Board of Education designated by the Chairman of the Board.

## D. <u>Reports:</u>

During the sabbatical period, the following reports will be made to the Superintendent by the grantee and in turn reviewed by the Board of Education.

- 1. Initial report: to be made not later than two weeks after the beginning of the sabbatical period. This report will describe the actual program of study in progress and the projected program.
- 2. Interim report: to be made at midpoint of the sabbatical period. This report will briefly confirm progress with the approved plan of study.
- 3. Final report: to be made not later than one month following return to teaching duties. This report will summarize though period of study and research and will include as appropriate: names of institutions attended, courses or activities pursued, transcript of credit and audit work completed, experience gained, and an appraisal of the value of the program followed during the leave period. An employee shall not be considered as having completed the requirements of the sabbatical leave until this report has been approved by the Superintendent. The report will be evaluated for completeness on the stated criteria.
- 4. Other reports: substantial changes in the planned program as defined in the application will be the subject of an immediate report to the Superintendent and must receive approval by him/her to maintain the validity of the granted sabbatical leave.
- IV. Pay and Benefits:
  - A. <u>Salary and Compensation</u>:

- 1. Sabbatical pay shall be at the rate of 80% of the pay which the individual would receive if he/she were employed full-time on an active staff status during the sabbatical period, adjusted to correspond proportionately to the length of the sabbatical period.
- 2. Pay periods shall be the same as that of the teaching staff.
- 3. Fringe Benefits, as established for the active professional staff, will be authorized for the grantee.
- 4. Teachers retirement deductions are optional with the individual and by regulation must be based on the salary to which such member would have been entitled if engaged actively in teaching.
- 5. For purposes of salary increments, sabbatical periods will be considered the equivalent of full active staff status.
- 6. The superintendent must be notified promptly of accident, illness or other condition which may affect the progress of the individual in his/her planned program of study.
- 7. Sabbatical leave pay shall not be reduced if the applicant has been awarded a grant, scholarship, fellowship or financial assistance.

## B. Breach of Sabbatical Obligations

In the event a staff member does not fulfill his/her agreement to serve, following completion of the school year of the sabbatical period, on the professional staff of the Woodbridge Public Schools on a full time active staff basis for two full years and/or in the event the staff member does not fulfill the terms of this sabbatical leave approved by the Board and/or does not fulfill the reporting requirements set forth in the sabbatical leave provisions of this agreement, the following shall apply and shall serve as part of the written and declared sabbatical leave agreement between the member and the Board.

- 1. For service, as defined above, of less than one full year, the grantee shall reimburse the Board the full sabbatical pay received and the monetary value of all fringe benefits received during the sabbatical period.
- 2. For service, as defined above, of more than one year but less than two (2) full years, the grantee shall reimburse the Board one-half the sabbatical pay received.
- 3. For failure to fulfill the terms of the sabbatical leave approved by the Board and/or failure to fulfill the reporting requirements set forth in the sabbatical leave provisions of this agreement, the grantee shall reimburse the Board the full sabbatical pay received during the sabbatical period.

- 4. Such reimbursement shall be made to the Board in one lump sum within sixty (60) days of such breach of agreement.
- 5. The Board may, for good cause, waive the above requirements for reimbursements or return either in whole or in part.

#### 3.08 Family and Medical Leave Act

The Board reserves the right to designate leave provided under Article 3 as leave under the Family and Medical Leave Act, if so permitted under said Act.

## ARTICLE 4.00 BENEFITS

#### 4.01 <u>Health Benefits</u>

#### I. Insurance

All full time (50% or more) employees hired prior to July 1, 1996, except when otherwise noted, shall be eligible for the following benefits. Employees commencing employment after July 1, 1996 shall receive the following insurance benefits pro-rated in accordance with the percentage of their assignment (determined by comparing salary for the position with full-time salary for the position).

- A. A plan, with the following features:
  - 1. An Anthem Blue Cross Blue Shield Century Preferred PPO with the following copayments and deductibles:
    - a. \$200 Hospital Admission Co-pay which shall be waived if the patient is readmitted within ninety (90) days from the date of discharge.
    - b. \$20.00 Office Visit Co-pay; \$25.00 Specialist.
    - c. \$100.00 Emergency Room Co-pay.
    - d. \$25.00 Urgent Care
    - e. \$100.00 Outpatient
    - f. \$50.00 (\$375.00 annual) High Cost Diagnostic
    - g. \$500/\$1,000/\$1,500 Out of Network deductible
    - h. 20% Coinsurance
    - i. \$2,000/\$4,000/\$6,000 Out of pocket maximum
  - 2. An Anthem Blue Cross Blue Shield Blue Care HMO (Same plan, benefits, coverage, deductibles, etc. as are currently being provided).
  - 3a. During the contract, the cost of the above health insurance plans shall be shared as follows:

	<u>Board</u>	<u>Teacher</u>
2013-14	84.5%	15.5%
2014-15	84%	16.0%
2015-16	83.5%	16.5%

- 3b. The Board shall make a premium conversion plan and flexible spending account available to teachers for the payment of health insurance premiums, medical care costs, and dependent care costs to the extent permitted by and subject to terms of section 125 of the Internal Revenue Code. Teachers may deduct up to \$3,000 for medical care costs.
- 4. Prescription drug benefit (standard Anthem plan, i.e. not public sector) with an unlimited maximum and co-payments of \$5 for generic drugs, \$20 for brand name drugs and \$35 for non-preferred name brand (non-listed) drugs; one times retail copays for mail order. There may be concurrent review for manufacturers' dosage limits and drug interactions. Prescriptions may be filled for up to 34 days or up to 100 units doses at retail or a 35 to 100 day supply by mail order. Experimental drugs for cancer treatment, undergoing clinical trials, are covered, while other drugs require FDA approval.
- 5. Any newly hired teacher who forward their signed initial contract to the Superintendent by September 1 will have their health insurance coverage commence September 1.
- 6. Any teacher who is employed as of the last day of school and has completed all of their obligations to the district, will continue to receive health insurance through August 31.
- B. A full service dental plan (substantially equivalent to or better than the current plan) with additional coverage for orthodontics, caps and crowns, and prosthedontics.
- C. Vision Care Rider
- D. Life Insurance equal to one and one-half times (1.5 X) current salary.

The district may change carriers or self insure for the benefits mentioned above provided that the coverage provided is substantially equivalent to the coverage specified above. "Substantially equivalent" means that when the plan, benefits, coverage and function of the previous carrier or plan re compared to the current carrier or plan, they are approximately similar when compared in total, notwithstanding that individual or specific benefit level coverage or functions may be different or less than was provided in the previous plan.

- II. Voluntary Waiver of Health Insurance Coverage
  - A. Any teacher may elect, on a completely voluntary basis, to waive Boardprovided health insurance coverage. Teachers electing to do so shall sign

a voluntary waiver of coverage from prior to the beginning of any contract year.

- B. In consideration of such voluntary waiver of insurance, the Board will pay \$1,800.00 per year in equal installments, payable on the regular payday, each year that the waiver is in force; and in consideration of such step down of insurance, the Board will compensate as follows: from family coverage to 2 person coverage, \$599.94 annually, from 2 person to individual coverage, \$400.18 annually, and from family to individual coverage, \$1000.12 annually.
- C. Any teacher who, because of changed circumstances, wishes to revoke his or her insurance waiver may do so by notifying, in writing, the Superintendent of Schools. Upon receipt of such notification, the Superintendent will contact the applicable insurance carriers and request reinstatement of the teacher under Board-approved health insurance coverage.
- D. Insurance coverage waivers and step downs are subject to any limitations or restrictions which may be imposed by the applicable insurance carriers. Teachers who waive or step down insurance coverage and subsequently apply for reinstatement shall be subject to all reinstatement provisions imposed by the applicable insurance carriers including any waiting period or periods. The terms of this waiver provision must also be acceptable to the underwriting carriers.
- E. The Board may increase any of the payments set forth herein at any time provided the WEA is notified in writing of the Board's decision to do so.
- F. The Board shall implement a Section 125 plan in connection with this subsection.
- III. The Managed Benefits Program from Anthem Blue Cross and Blue Shield of Connecticut shall become a part of the insurance benefits provided by the Board.
- IV. Self-Insurance

The Board shall have the right to self-insure in whole or in part in order to provide the insurance coverage set forth above, provided that there shall be no reduction or diminution in the above coverage and no increase in expense to any bargaining unit members, and provided further that coverage which result from self-insurance are at least equal to coverage described above, in terms of coverage, benefits and administration.

V. The President of the Association shall be notified in writing with thirty (30) days of any intention to self-insure or change carriers and shall have a reasonable opportunity to review the proposed changes. Should the Board and Association disagree that the changes proposed will provide coverage at least equal to the coverage, benefits and administration described above at no additional cost to staff members, the disagreement(s) shall be subject to impartial arbitration as set forth in Section 1.07 of the Agreement, preferably before an arbitrator with

experience and expertise in insurance matters. Arbitration may be demanded by either party and, should either party elect, such arbitration shall be expedited under the rules of the AAA for expedited arbitration. No change of carrier or institution of self-insurance shall be made until the arbitrator has rendered his/her award.

VI. This Section may amended by mutual agreement or, absent agreement, through negotiations pursuant to Conn. Gen. Stat. 10-153f(e). Either party may initiate such negotiations by providing a written request for negotiations to the other party.

## 4.02 Travel Expenses

Professional staff members using their own vehicles for approved professional activities (workshops, conference, professional days, etc.) shall be reimbursed by the Board of Education at the rate approved by the Internal Revenue Service.

## 4.03 Retirement Benefits

I. <u>Payments</u>

Upon retirement from the Woodbridge Public Schools under the provisions of the Connecticut State Teachers' Retirement system, a teacher hired before July 1, 1994 may choose either one of the following benefits: Section A or B. If hired on or after July 1, 1994, a teacher is entitled to only Section A. The cost of these benefits will be paid by the Woodbridge Public Schools:

A. Years of Service Recognition

Payment of an honorarium based on the number of years of teaching in Woodbridge:

20 years -	9% of base salary
25 years -	10% of base salary
30 years -	11% of base salary
35 years -	12% of base salary
40 years -	13% of base salary

B. Credit for Unused Sick Leave:

Payment for each day of accumulated sick leave, not to exceed 30 days, at the daily rate pro-rated on the teacher's annual salary.

C. Upon the death of an employed teacher who has made application to the State of Connecticut for retirement and gives notification to the Woodbridge Board of Education, the benefits payable in A or B above, shall be made as directed by the last will and testament of such teacher; otherwise, to the teacher's spouse, if any; otherwise, to the teacher's children, if any; otherwise, to the teacher's estate.

## II. Continuation of Medical Coverage

Upon retirement from the Woodbridge Public Schools after June 30, 1988 under the provisions of the Connecticut State Teachers' Retirement System, a teacher/spouse may continue participation in the employee medical coverage plan, and as said plan may be subsequently amended or modified, at the employee's own expense until age 65.

At age 65 and above, coverage for retiree and spouse under Blue Cross 65-304/Blue Shield 65-82/Blue Cross Major Medical plans, or plans similar thereto, will be provided by the Woodbridge Board of Education. Retirees eligible for said coverage may elect to waive the plans' coverage and have an amount equal to the waived premium for retiree and spouse applied toward their cost for continued participation in the employee medical coverage-plan.

Effective October 1, 2008 and thereafter the Board may substitute the State of Connecticut Teachers' Retirement Board Health and Prescription Drug Benefits Plan, including but not limited to medical, dental, prescription drug, vision and hearing care plans provided by the State of Connecticut Teachers Retirement Board (TRB) in lieu of the Blue Cross 65-304/Blue Shield 65-82/Blue Cross Major Medical plans (Blue Cross plans) described herein above. The Woodbridge Board of Education (Board) agrees to pay the unsubsidized premium cost of all retiree and spouse TRB plan coverages. The Board agrees to make all retirees and their spouses whole for any expenses incurred when the benefits or coverage under the TRB Plans are less than the benefits or coverage under the Blue Cross plans defined above; for example, the Medicare Part B Deductible. Retirees and spouse eligible for said coverage may elect to waive the plans' coverage and have an amount equal to the waived premium (based on the costs of the Blue Cross plans defined above) for retiree and spouse applied toward their cost for continued participation in the employee medical coverageplan.

It is agreed and understood that the provisions of such coverage shall be determined by the availability of the policies from the identified carriers and that the Board is not undertaking an obligation to furnish coverage to retired staff members or their spouses if such coverage is not available through the identified policy. If the coverage by the identified carrier is no longer available in the future, the Board of Education will re-open negotiations on medical coverage for retirees.

III. Should the Connecticut General Assembly modify the 1990 amendments to the Public Act 89-342, which provide partial payment of medical insurance to Boards of Education on behalf of retired teachers who obtain insurance through said Boards of Education, the Woodbridge Education Association agrees to negotiate over the potential impact of any such changes.

## 4.04 Tuition for Faculty Children

The children of teachers who do not reside in Woodbridge may attend school in Woodbridge, on a reduced tuition basis, subject to the following terms and conditions:

- A. The teacher must pay as tuition, for any given school year, 50% of the per pupil cost of regular education for the prior school year, as reported in the District's strategic school profile.
- B. Admission of new students shall be subject to available space as determined based upon the District's class-size guidelines.
- C. Notwithstanding paragraph B, once admitted, a student shall be allowed to remain through sixth grade irrespective of the class-size guidelines, provided the teacher remains employed by the Board.
- D. The teacher shall be responsible for any cost beyond the regular education per pupil cost, including any special services required for the student such as a one-on-one aide, out of district services, testing and the like.
- E. The school district shall not be responsible for transporting the student.
- F. Payment of such tuition and/or additional costs shall be made through payroll deduction.

## ARTICLE 5.00 COMPENSATION/ADDITIONAL ITEMS

## 5.01 Credit for Previous Experience

## I. <u>Previous Teaching Experience</u>

At the discretion of the district, applicants with previous teaching or intern experience shall be given full credit for pay purposes for each year's prior teaching experience. A teacher must have taught at least eight months in no more than two different class assignments in a school year to earn a full year's credit.

## II. <u>Service Credit</u>

Woodbridge teachers, whose teaching careers have been interrupted by military service or by a tour of duty with the National Service Corporation and who return to teaching within one year after completion of such service, shall be granted full credit in the salary schedule for the time spent in such service.

## III. Service Steps

New teachers who have satisfactorily completed at least 21 months of military or National Service Corporation service, or such other employment as deemed appropriate by the district before entering teaching shall be granted a maximum of two steps on the salary schedule.

## 5.02 Compensation; Long Term/Temporary Substitutes

## I. Long Term Substitutes

A substitute employed to replace a teacher who has been granted a leave of absence for any reason by the Board of Education for a period of at least one (1) school year shall be compensated at a salary level not less than BA Column Step 1 (with benefits).

## II. <u>Temporary Substitutes</u>

A temporary substitute teacher employed for a period of more than forty (40) school days but less than one (1) school year in the same assignment shall receive salary (without benefits) at Step 1 of the BA lane of the salary schedule.

## 5.03 Salary Checks and Deductions

When a day's deduction is necessary it shall be made at the rate of the contracted number of work days stated in 2.01 (Contract period) of the annual salary.

Salary deductions for separation during the contract period shall be deducted at the rate of work days stated in 2.01 (Contract period) of the teacher's annual salary for each teacher work day remaining in the school year.

The Board agrees to make deductions for the Wepawaug Flagg Credit Union or such other credit union as the parties may mutually agree.

## 5.04 Annuity Plan

Staff members shall be eligible to participate in tax-sheltered annuity plans as allowed by law. Enrollments or changes may be made by August 15 shall be effective with the first paycheck of the work year, December 15 shall be effective with the first paycheck in January, or by April 15 shall be effective with the first paycheck in May of any year.

The number of said annuity plans shall not exceed ten (10), except that all current plans will continue in effect until terminated by each employee participating in a plan.

Determination of ten (10) annuity plans and any changes in those plans shall be mutually agreed upon.

## 5.05 Association Dues and Service Fees

## I. <u>Conditions of Continued Employment</u>

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 in an amount equal to the proportion of membership dues uniformly required of members to underwrite the cost of collective bargaining, contract administration and grievance adjustments.

## II. Deductions and Transmittals

The Board agrees to deduct from each teacher's salary by means of payroll deduction either:

- A. The Association dues; or,
- B. an annual service fee.

Dues shall be deducted in twenty (20) equal amounts from the first two (2) paychecks per month throughout the year. The service fee shall be deducted in twelve (12) equal amounts from the first two (2) paychecks per month, commencing with the first paycheck in January through and including the second paycheck in June. The amount of Association dues shall be certified to the Board no later than August 15 of each year, and the amount of the service fee shall be certified to the Board no later than December 15 of each year.

## III. Subsequent Employment

Those teachers whose employment commences after the start of the school year shall pay a pro-rated amount equal to the percentage of the remaining school year. Those teachers whose employment terminates before the end of the school year shall not be required to pay any dues amount after termination. The Board of Education shall provide the Association with a list of all certified professional employees each school year. Such list will be provided to the Association no later than the first paycheck in October. The Board shall notify the W.E.A. of any changes in said list as they occur.

## IV. Indemnification

The Association agrees to indemnify and hold the Board of Education harmless against any or all claims, demands, suits or other forms of liability, including but not limited to attorney's fees and the cost of administrative hearings that shall or may arise out of, or by reason of, action taken by or against the Board of Education for complying with the provision of this Article.

## 5.06 Advancement to Higher Salary Lane (Horizontal Salary Movement)

Advancement to a higher salary column shall be effective only at the start of a school semester provided that the teacher has completed the required coursework or degree requirements prior to the start of the school semester in which the salary adjustment is to be made. In addition, the teacher must notify the Board in writing prior to February 1 of the preceding school year of his/her intention to complete such coursework or degree requirements and of the expected completion date. Written documentation of said satisfied coursework or degree must be submitted to the Board of Education no later than November 1 for increases retroactive to September 1, or no later than April 1 for increases retroactive to February 1, whichever is applicable. Salary adjustments will be made as soon as practicable but no later than thirty days following the recording of said satisfactory written documentation (degree certificate, transcript, etc.).

## 5.07 Sixth Year Graduate Credit

The Board of Education encourages its teachers to pursue a sixth year program both to enrich their professional competence and also to enhance the educational program of the school. Programs which are not certified by a college or university may be accepted when, in the judgment of the Board, the selected courses contribute to the intellectual growth of the candidate and to the advantage of the Woodbridge School system.

Any certified program at the sixth year level from an accredited college or university shall be accepted by the Board of Education.

Any combination of graduate courses totaling 30 credits beyond the masters degree shall be construed as a program and shall be accepted in lieu of paragraph 2 above provided the program has had prior written approval by the Board of Education.

Programs which have not been certified or received approval of the Board shall be evaluated by the Sabbatical Leave Committee subject to final approval by the Board.

New candidates, whose previous Board granted them placement at the sixth year level, shall be placed at that level upon appointment.

New candidates, who finished non-certified sixth year programs, shall submit evidence of their programs for evaluation by the Superintendent before appointment. Final approval for placement on the sixth year level shall be decided by the Board in its sole discretion.

## 5.08 Extra Employment Compensation

## I. <u>Hour/Contract Payment</u>

Remuneration for summer school teaching and curriculum work shall be \$50.00 per hour. Individuals may agree to a contracted fee for a defined project. Such "extra" work opportunities will be posted in the teachers' room and in the offices of the school building. For curriculum writing activities, first consideration will be given to employing individuals who have served on a directly-related curriculum review committee.

## II. <u>Homebound</u>

Remuneration for a homebound teacher shall be \$50.00 per hour.

## III. TEAM Mentors

Bargaining unit members serving as mentors under the TEAM program shall receive the following honorarium: TEAM candidate's first year \$200; TEAM candidate's second year \$300.

## IV. Professional Development

Bargaining unit members who are requested to serve as a presenter at a staff development or similar meeting, shall be paid two hours of pay, at the rates set forth in Section I above, for each hour of actual presentation time, to compensate the member for time spent preparing the presentation.

V. National Board for Professional Teaching Standards Certification

For bargaining unit members who apply for certification through the National Board of Professional Teaching Standards (NBPTS) the Board shall provide to employees an amount equal to 50% of any grants or similar funds received from state or federal sources towards the application cost of said program. In addition, the Board shall reimburse employees upon receipt of the NBPTS certificate 50% of the net application fee (net of the total amount of any state or federal reimbursement). In addition, teachers receiving NBPTS certification shall receive an honorarium of \$1,500 for each year they hold NBPTS certifications. Teachers receiving the honorarium agree to conduct in-service/staff training workshops and serve as a mentor for other bargaining unit members applying for NBPTS certification.

## VI. Employment of Individuals Outside the Bargaining Unit

Bargaining unit members shall be given first preference for all extra employment opportunities as referenced in this section. In the event that no current unit member makes application for a posted position, the Board of Education may hire an individual from outside the bargaining unit at a rate of compensation agreed to by the Board and the individual. In no case, however, shall outside individuals be paid at rates higher than those provided by this agreement.

## VII. Supplementary Contracts

The Board shall provide the Association with notification of all supplemental contract positions and the related stipend amounts. When the Board creates additional supplemental contract positions, stipends shall be as negotiated between the parties. All such positions shall be posted for all bargaining unit members to apply. The Board shall maintain a list of all supplemental positions paid a stipend and shall provide a copy to the Association upon request.

## 5.09 Course Reimbursement

The Woodbridge Board of Education agrees to meet 85% of tuition and registration fees up to a maximum of \$1,300.00 during any one fiscal year provided the courses for which such fees are paid met the following requirements:

- a. are applicable to the teachers current teaching assignment; or,
- b. the teacher is enrolled in a program leading to a degree in education.

The District is obligated to pay when the teacher submits an application to the Superintendent for prior approval to register for such course(s) prior to the initiation of the course(s). The District will make payment within 30 days of receiving a request for payment provided that the Superintendent has been presented with an official transcript verifying the successful completion of the course(s). Effective July 1, 2007, the above amount shall be increased to \$1,400.00.

## 5.10 Management Rights

Except as provided otherwise by specific provisions of this agreement, the determination and administration of educational policies, the operation of the schools and the employment, reduction, termination, assignment and direction of the

professional staff and all rights granted to the Board by law, including, Connecticut General Statutes Section 10-220, 10-221 and 10-222, as vested exclusively in the Board or in the Superintendent when so authorized by the Board. The Association recognizes that the Board has the right to adopt and amend reasonable rules and regulations, and 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 and such rules and regulations providing that this Agreement shall supersede and prevail over conflicting rules and regulations.

## 5.11 TEAM Program

The parties agree that all teachers may participate in the TEAM program.

## 5.12 <u>Severability Clause</u>

If any portion of this Agreement is ruled illegal for any reason, the parties shall negotiate the effects or impacts of said decision. Those portions of the Agreement, which are not the effects or impacts of said ruling, shall remain in full force and effect.

## 5.13 Job Sharing

Teachers, in consultation with the Association, may request job sharing arrangements. The final judgment whether to grant a job sharing arrangement rests solely with the Administration.

## 5.14 Duration

Except as otherwise provided herein, this agreement shall be effective from July 1, 2013 through June 30, 2016.

In agreement to the foregoing, the parties affix their signatures hereto this \_\_\_\_\_ day of December, 2012.

FOR THE WOODBRIDGE BOARD OF EDUCATION

FOR THE WOODBRIDGE EDUCATION ASSOCIATION

Date

Date

# SALARY SCHEDULES

	2013-14			2014-15		2015-16			
Step	BA	MA or MA+15	6th or 6th +15	BA	MA or MA+15	6th or 6th +15	ВА	MA or MA+15	6th or 6th +15
1									
2									
3	47,245	49,399	53,520	47,245	49,399	53,520	47,245	49,399	53,520
4	48,721	51,429	55,365	48,721	51,429	55,365	48,721	51,429	55,365
5	50,321	54,135	57,949	50,321	54,135	57,949	50,321	54,135	57,949
6	51,982	57,458	61,271	51,982	57,458	61,271	51,982	57,458	61,271
7	54,504	60,656	64,101	54,504	60,656	64,101	54,504	60,656	64,101
8	57,581	62,747	66,808	57,581	62,747	66,808	57,581	62,747	66,808
9	60,287	65,209	70,130	60,287	65,209	70,130	60,287	65,209	70,130
10	62,747	68,654	73,574	62,747	68,654	73,574	62,747	68,654	73,574
11	64,716	72,590	77,142	64,716	72,590	77,142	64,716	72,590	77,142
12	68,654	76,527	81,079	68,654	76,527	81,079	68,654	76,527	81,079
13	71,852	80,342	85,264	71,852	80,342	85,264	71,852	80,342	85,264
14	72,959	81,079	87,145	72,959	81,079	87,145	72,959	81,079	87,145
15	74,227	83,458	88,161	75,711	85,128	89,924	77,226	86,830	91,723

Footnote:

Except for the first year of the contract (2013-14), each year of the contract, teachers not already at the top step for the prior year, shall advance to the next step.

Teachers in the MA and 6th year column who have: (1) completed at least one full year on step 15 (i.e. are in at least their second year on step 15), and (2) have completed the following years of service, shall receive the following additional payments:

Years of Teaching Service				
16 - 20	\$2,500			
21 - 25	\$3,600			
26 and	\$4,250			
beyond				

Teachers with a Ph.D. or Ed.D. shall receive an

additional \$1,500.

Effective Year 1 - step 1 shall be eliminated and step 2 shall become the minimum step. Effective Year 2 - step 2 shall be eliminated and step 3 shall become the minimum step.